

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

DONALD STURGEN, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.
JONES RETAIL CORPORATION, a
New Jersey Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. 09cv507 WQH (WVG)
AMENDED JUDGMENT

HAYES, Judge:

IT IS ORDERED AND ADJUDGED THAT:

1. Class Members. The class members are defined as: All Persons who between February 4, 2008 and February 28, 2011 purchased merchandise from a California JAG Footwear, Accessories, and Retail Corporation (formerly known as Jones Retail Corporation) retail and outlet store, used a credit card to make the purchase(s), and whose personal identification information, including, but not limited to, any address, telephone number, or email address, was requested and recorded by Defendant.
2. Binding Effect of Order. This Order applies to all claims or causes of action settled under the Agreement, and binds all class members, including those who did not properly request exclusion under Paragraph 7 of the Order Granting Preliminary Approval of Class Settlement and Provisional Class Certification dated February 28, 2011. This order does

1 not bind persons who filed timely and valid Requests for Exclusions.

2 3. Release. Plaintiff and all class members who did not properly request exclusions
3 are: (1) deemed to have released and discharged Defendant from all claims arising out of or
4 asserted in this action and claims released under the Agreement; and (2) barred and
5 permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly,
6 these claims.

7 4. Class Relief. Defendant will issue a single Merchandise Certificate to each class
8 member who either received notice by email pursuant to Paragraph 3.3.d of the Agreement or
9 submitted a valid and timely claim form as provided in the Agreement no later than twenty-five
10 (25) calendar days after the final settlement date, which is defined under Paragraph 1.11 of the
11 Agreement.

12 5. Attorneys' Fees and costs. Class Counsel are awarded \$210,000.00 (total).
13 Defendant may pay Class Counsel this amount according to the manner and timeline set forth
14 in Paragraph 2.5 of the Agreement.

15 6. Incentive Award. Plaintiff Donald Sturgen is awarded \$3,500.00 as an
16 incentive award. Defendant must pay Plaintiff this amount according to the timeline set forth
17 in Paragraph 2.4 of the Agreement.

18 7. Court's Jurisdiction. Pursuant to the parties' request, the Court will retain
19 jurisdiction over this action and the parties until final performance of the agreement.

20 DATED: October 10, 2011

21 
22 **WILLIAM Q. HAYES**
23 United States District Judge
24
25
26
27
28