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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JAMES KNAPP, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

ART.COM, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 3:16-CV-00768-WHO

[Hon. William H. Orrick]

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

1 Plaintiff James Knapp’s Motion for Final Approval of Class Action Settlement came on
2 for hearing on August 9, 2017 at 2:00 p.m. Due and adequate notice having been given to the
3 Class, as defined below, and the Court having considered the Settlement Agreement and the
4 exhibits attached thereto (“Settlement Agreement”), all papers filed and proceedings had herein
5 and any written objections received regarding the proposed Settlement, and having reviewed the
6 record in this action, and good cause appearing,

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Final Order and Judgment (“Judgment”), adopts
9 all defined terms as set forth in the Settlement Agreement filed in this action.

10 2. The Court has jurisdiction over all claims asserted in this action, Plaintiff, the
11 Class Members, and Defendant Art.com, Inc. (“Defendant”).

12 3. The Court finds that the Settlement was made and entered into in good faith and
13 hereby approves the Settlement as fair, adequate and reasonable to all Class Members.

14 4. Except as to Class Members who validly and timely requested exclusion from the
15 Settlement, all of the claims asserted in this action are dismissed with prejudice as to Plaintiff
16 and the other Class Members. The Parties shall bear their own respective attorneys’ fees and
17 costs, except as otherwise provided for in the Settlement and approved by the Court.

18 5. Solely for purposes of effectuating the Settlement, this Court has certified a class
19 defined as follows:

20 All persons, who between February 12, 2012, to June 9, 2016, purchased any
21 product from Art.com through the e-commerce websites www.art.com,
22 www.posters.com, and/or www.allposters.com, pursuant to a sale by entering a
coupon code, and whose product was shipped to an address in the United States.

23 6. Notice to Class Members, as set forth in the Settlement, has been completed in
24 conformity with the Preliminary Approval Order as to all Class Members who could be
25 identified through reasonable effort. The Court finds that said notice was the best notice
26 practicable under the circumstances. The Class Notice provided due and adequate notice to
27 Class Members of the proceedings and of the matters set forth therein, including the Settlement,
28 and the manner by which objections to the Settlement could be made and Class Members could

1 opt out of the Settlement. The Class Notice fully satisfied the requirements of due process.

2 7. By this Judgment, Plaintiff and all other Releasing Settlement Class Members are
3 deemed to have, and by operation of the Judgment have, fully, finally, and forever released,
4 relinquished and discharged all Released Claims against Defendant and the other Released
5 Parties.

6 8. The Court finds that the Voucher compensation to the Class is fair and
7 reasonable, and authorizes the Settlement Administrator to issue Vouchers to Plaintiff and the
8 Releasing Settlement Class Members in accordance with the terms of the Settlement Agreement.

9 9. If a Voucher remains unused after eighteen (18) months from issuance, the
10 Voucher shall be deemed null and void. In such event, the Releasing Settlement Class Member
11 shall nevertheless remain bound by the Settlement.

12 10. Plaintiff James Knapp shall be paid a Class Representative Service Award in the
13 amount of \$_____ for his time and effort in bringing and presenting the action and for
14 releasing his Released Claims.

15 11. Class Counsel is awarded \$_____ for their reasonable attorneys'
16 fees and \$_____ for their reasonable costs incurred in the action.

17 12. For a period of four (4) years after the Effective Date of the Settlement,
18 Defendant shall implement a compliance program, which will consist of periodic (no less than
19 once a year) monitoring and training to ensure compliance with relevant laws and will ensure
20 that that any regular price to which Defendant refers in any advertising will be the actual, bona
21 fide price at which the item was openly and actively offered for sale for a reasonable period of
22 time.

23 13. Plaintiff and all Releasing Settlement Class Members are hereby forever barred
24 and enjoined from prosecuting any of the Released Claims against Defendant and the other
25 Released Parties as provided for in the Settlement.

26 14. The Settlement is not an admission by Defendant nor is this Judgment a finding
27 of the validity of any claims asserted in the action or of any wrongdoing by Defendant.
28 Furthermore, the Settlement is not a concession by Defendant or any of the other Released

1 Parties and shall not be used as an admission of any fault, omission or wrongdoing by
2 Defendant or any of the other Released Parties. Neither this Judgment, the Settlement nor any
3 document referred to herein, nor any action taken to carry out the Settlement is, may be
4 construed as, or may be used as, an admission by or against Defendant or any of the other
5 Released Parties of any fault, wrongdoing or liability whatsoever. The entering into or carrying
6 out of the Settlement and the Exhibits thereto, and any negotiations or proceedings related
7 thereto, shall not in any event be construed as, or deemed to be evidence of, or an admission or
8 concession with regard to, the denials or defenses by Defendant, and shall not be offered in
9 evidence in any action or proceeding against the Parties hereto in any court, administrative
10 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this
11 Judgment and the Settlement; except that the Judgment, Settlement and Exhibits thereto, and
12 any other papers and records on file in the action may be used in this Court and in any other
13 legal proceeding as evidence of the Settlement to support a defense of res judicata, collateral
14 estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
15 Released Claims.

16 15. The Parties shall implement the Settlement according to its terms.

17 16. The Court reserves exclusive and continuing jurisdiction over the action,
18 Plaintiff, the Class Members, and Defendant for purposes of supervising the implementation,
19 enforcement, construction, administration and interpretation of the Settlement and this
20 Judgment.

21 17. If the Settlement does not become final and effective in accordance with its
22 terms, this Judgment shall be rendered null and void and shall be vacated and, in such event, all
23 related orders entered and all releases delivered in connection herewith also shall be rendered
24 null and void.

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IT IS SO ORDERED.

DATED: _____

HONORABLE WILLIAM H. ORRICK
UNITED STATES DISTRICT COURT JUDGE