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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION  
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11 ARAM TERTERYAN, TATYANA  
12 DAVTYAN, and MARINE  
13 DAVTYAN, individually and on behalf  
all others similarly situated,

14 Plaintiff,

15 vs.

16 NISSAN MOTOR ACCEPTANCE  
CORPORATION,

17 Defendant.  
18

Case No. CV 16-2029-GW-KSx  
Hon. George H. Wu  
Crtrm 9D – 1st Street

**FINAL JUDGMENT**

Action filed: March 24, 2016  
Trial Date: None Set

19 On August 29, 2022, this Court entered its Order finally approving the class  
20 action settlement of this case. (Dkt. 145.) Based on that Order, and good cause  
21 appearing,

22 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that

23 1. This judgment applies to and binds the named plaintiffs, Aram  
24 Terteryan, Tatyana Davtyan and Marine Davtyan, the defendant Nissan Motor  
25 Acceptance Company LLC, formerly known and sued as Nissan Motor Acceptance  
26 Corporation (“NMAC”), and the certified plaintiff settlement class defined as:

- 27 a. all persons in the United States to whose cellular tele-  
28 phones NMAC placed one or more non-emergency Calls  
b. using equipment that constitutes or may constitute an

1 automatic telephone dialing system or an artificial or  
2 prerecorded voice c. during the Class Period and d. who  
were not a party to any agreement with NMAC.

3 NMAC, any affiliate or subsidiary of NMAC, any entities in which any of  
4 such companies have a controlling interest, the staff of the Court, and counsel in this  
5 case are excluded from the class.

6 2. The terms of the Settlement Agreement and Release (“Settlement  
7 Agreement”; Dkt. 109-1) are approved and incorporated into this judgment by this  
8 reference.

9 3. Each named plaintiff and each class member is bound by the terms of  
10 sections 2.32, 13.01-13.03 and 13.05 of the Settlement Agreement which provide”

11 2.32 “Released Parties” means NMAC and each of its  
12 respective past, present and future parents, subsidiaries,  
13 affiliated companies and corporations, and each of their  
14 respective past, present, and future directors, officers,  
15 managers, employees, general partners, limited partners,  
16 principals, insurers, reinsurers, shareholders, attorneys,  
advisors, representatives, predecessors, successors,  
divisions, assigns, or related entities, and each of their  
respective executors, successors, and legal representatives.  
“Released Parties” specifically includes all corporate  
affiliates of NMAC and all entities with which NMAC  
contracts to obtain representatives to place calls.

17 13.01 Released Claims. Plaintiffs and each Settlement  
18 Class Member, as well as their respective assigns,  
19 executors, administrators, successors and agents, hereby  
20 release, resolve, relinquish and discharge each and all of  
21 the Released Parties from each of the Released Claims (as  
22 defined below). The Settlement Class Members further  
23 agree that they will not institute any action or cause of  
24 action (in law, in equity or administratively), suits, debts,  
25 liens, or claims, known or unknown, fixed or contingent,  
26 which they may have or claim to have, in state or federal  
27 court, in arbitration, or with any state, federal or local  
28 government agency or with any administrative or advisory  
body, arising from the Released Claims. The release does  
not apply to members of the Class who timely opt-out of  
the Settlement.

13.02 Released Claims. “Released Claims” mean any and  
all claims, causes of action, suits, obligations, debts,  
demands, agreements, promises, liabilities, damages,  
losses, controversies, costs, expenses and attorneys’ fees  
of any nature whatsoever, whether based on any federal  
law, state law, common law, territorial law, foreign law,

1 contract, rule, regulation, any regulatory promulgation  
2 (including, but not limited to, any opinion or declaratory  
3 ruling), common law or equity, whether known or un-  
4 known, suspected or unsuspected, asserted or unasserted,  
5 foreseen or unforeseen, actual or contingent, liquidated or  
6 unliquidated, punitive or compensatory, as of the date of  
7 the Final Approval Order, that arise out of or relate to the  
8 Released Parties' use of an "automatic telephone dialing  
9 system" or "artificial or prerecorded voice" to contact or  
10 attempt to contact Settlement Class Members during the  
11 Class Period. Nothing in the Settlement shall be construed  
12 as a waiver of Settlement Class Members' rights to con-  
13 tact, in any way or for any purpose, any state or federal  
14 agency regarding the activities of any party.

13.03 Waiver of Unknown Claims. Without limiting the  
15 foregoing, the Released Claims specifically extend to  
16 claims that Plaintiffs do not know or suspect to exist in  
17 their favor at the time that the Settlement and the releases  
18 contained therein become effective. This Section consti-  
19 tutes a waiver, without limitation as to any other applic-  
20 able law, of Section 1542 of the California Civil Code ....

13.05 Covenant Not To Sue. Plaintiffs agree and covenant,  
21 and each Settlement Class Member will be deemed to have  
22 agreed and covenanted, not to sue any of the Released  
23 Parties with respect to any of the Released Claims and  
24 agree to be forever barred from doing so in any court of  
25 law or equity, arbitration proceeding, or any other forum.  
26 However, nothing herein is intended to restrict any Settle-  
27 ment Class Member from contacting, assisting or cooper-  
28 ating with any government agency.

18 4. As the appointed the Claims Administrator in this case. The Claims  
19 Administrator, KCC Class Action Services, shall distribute net settlement funds in  
20 accordance with section 7.10 of the Settlement Agreement and the Final Approval  
21 Order. The Claims Administrator shall pay any remaining unused funds to The  
22 Samuelson Law Clinic, an experiential clinic at the University of California,  
23 Berkeley School of Law as provided in section 7.10(f) of the Settlement Agreement.

24 5. As the appointed class representatives for the plaintiff settlement class  
25 defined in paragraph 1 above, plaintiffs Aram Terteryan, Marine Davtyan, and  
26 Tatyana Davtyan have each been awarded \$10,000 which the Claims Administrator  
27 shall pay to them from the settlement funds, as provided in sections 5.04 and 7.10(b)  
28 of the Settlement Agreement.

1           6.     As the appointed counsel for the plaintiff settlement class defined in  
2 paragraph 1 above, the law firms of Kemnitzer, Barron & Krieg, L.L.P. and  
3 Lyngklip & Associates have been awarded \$733,333.00 in attorney's fees and  
4 \$128,927.00 in costs, which the Claims Administrator shall pay to class counsel  
5 from the settlement funds, as provided in section 7.10(a) of the Settlement  
6 Agreement.

7           7.     This action is dismissed with prejudice. However, the Court retains  
8 jurisdiction to interpret, implement, enforce, and resolve disputes regarding the  
9 Settlement Agreement and the Claims Administrator's distribution of funds pursuant  
10 to that Agreement.

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12 DATED: September 1, 2022

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15                   Hon. George H. Wu  
16                   United States District Judge  
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