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LAW OFFICES OF ZEV B. ZYSMAN
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Attorneys for Defendant
EDDIE BAUER LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

YEVGENIYA GRANINA, on Behalf of
Herself and All Others Similarly Situated,

Plaintiff,

v.

EDDIE BAUER, LLC and DOES 1
through 100, inclusive,

Defendants

CASE NO. BC569111

*[Assigned to the Hon. Elihu M. Berle –
Dept. 323]*

**PRO. ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

Hearing:
Date: December 15, 2017
Time: 11 a.m.
Dept: 323

Complaint Filed: January 12, 2015
FAC Filed: December 31, 2015

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

DEC 15 2017

Sherri R. Carter, Executive Officer/Clerk
By Kelly Jameson, Deputy
Kelly Jameson

RECEIVED
Central Civil West
DEC 11 2017
By: C. Vargas

1 The Motion for Preliminary Approval of Class Action Settlement (“Motion”) filed by
2 Plaintiff Yevgeniya Granina (“Plaintiff”) came on for hearing in Department 323 of the Superior
3 Court of California for the County of Los Angeles, the Honorable Elihu M. Berle presiding. All
4 parties appeared by counsel of record.

5 Having fully received and considered the Plaintiff’s Motion, the declarations of Plaintiff’s
6 counsel, the Amended Settlement Agreement and Release (hereafter “Settlement Agreement”),
7 the proposed Class Notice and Claim Form, and the arguments of counsel presented to the Court
8 at the hearing of this Motion, and with GOOD CAUSE APPEARING, the Court hereby rules as
9 follows:

- 10 1. The Court GRANTS the Motion.
- 11 2. The Court GRANTS preliminary approval of the terms and conditions contained in
12 the Settlement Agreement. The Court finds that the terms of the Settlement
13 Agreement are within the range of possible approval at the final approval hearing.
14 Unless otherwise provided in this Order, all capitalized terms shall have the same
15 meaning as set forth in the Settlement Agreement.
- 16 3. The Court FINDS that the following class should be preliminarily certified for
17 settlement purposes only:
18 All persons, who during the period from July 1, 2014 through January 13, 2015,
19 while physically located in California, called and spoke with a representative of
20 Eddie Bauer LLC (“Defendant”) and did not consent to the call being recorded.
21 The Court refers to the class just defined as the “Settlement Class.”
- 22 4. The Court FINDS that, for the purposes of preliminarily approving this settlement,
23 the proposed Settlement Class meets the requirements for certification under Code
24 of Civil Procedure § 382, California Rules of Court Rule 3.769, and applicable
25 case law: (a) the proposed Settlement Class is ascertainable and so numerous that
26 joinder of all members of the Settlement Class is impracticable; (b) there are
27 questions of law or fact common to members of the proposed Settlement Class;
28 (c) the claims of the named Plaintiffs are typical of the claims of the members of

1 the proposed Settlement Class; (d) Plaintiff's Counsel, the Law Offices of Zev B.
2 Zysman, APC (Zev B. Zysman, Esq.) will fairly and adequately protect the
3 interests of the Settlement Class; and (e) a class action is superior to the other
4 available methods for an efficient resolution of this controversy.

5 5. The Court APPOINTS as Class Counsel the Law Offices of Zev B. Zysman, APC
6 (Zev B. Zysman, Esq.).

7 6. The Court APPROVES the selection of KCC Class Action Services, LLC as
8 Claims Administrator for purposes of this settlement.

9 7. The Court APPROVES, as to form and content, the Class Notice (as revised),
10 which is attached as Exhibit 1 hereto, and the Claim Form, which is attached as
11 Exhibits A to the Settlement Agreement. The Court finds that the notice procedure
12 set forth in the Settlement Agreement, which includes the U.S. Mail and/or email
13 distribution of the Class Notice, the publication of the Settlement Website, and
14 internet notice campaign, constitutes the best notice practicable under the
15 circumstances and is in full compliance with the laws of the State of California,
16 California Rules of Court 3.766 and 3.769, the Constitutions of the United States
17 of America and of California, and the requirements of due process and any other
18 applicable laws. The Court further finds that the notice materials fully and
19 accurately inform the Settlement Class Members of all material elements of the
20 Settlement Agreement, of each Class Member's right to submit a claim, of each
21 Class Member's right to be excluded from the settlement, and of each Class
22 Member's right to object to the settlement.

23 8. The Court DIRECTS Defendant to compile and, no later than December 22, 2017,
24 provide to the Claims Administrator the Class List as described in the Settlement
25 Agreement.

26 9. The Court DIRECTS the Claims Administrator to send, no later than January 12,
27 2018, the Class Notice via U.S. Mail and/or email to each mailing address and/or
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email address contained on the Class List as provided in the Settlement Agreement.

10. The Court DIRECTS the Claims Administrator to publish the Settlement Website on the Internet at the URL www.GraninaClassActionSettlement.com (or a similar name if that one is not available) (“Settlement Website”) beginning no later than January 12, 2018. The Settlement Website shall set forth a summary of the terms of the settlement, and shall state the means by which Settlement Class members may communicate with the Claims Administrator (including, but not limited to, the Claims Administrator’s business name, address, telephone number, and e-mail address), instructions on how to submit a Claim Form (both electronically and by mail) and the deadline associated with doing so, instructions on how to object and opt out of the Class Action Settlement and the deadlines associated with objecting and opting out, and a toll-free telephone number which Settlement Class Members may call to reach the Claims Administrator for questions. The Settlement Website also shall provide, free of charge, a viewable, printable and downloadable copy, in PDF file format, of each of the following documents: the Amended Settlement Agreement and Release; the First Amended Complaint; the Answer to the First Amended Complaint; this Order preliminarily approving the Class Action Settlement and certifying the Settlement Class; the Claim Form; and the Class Notice. The Settlement Website shall remain active for at least one hundred eighty (180) days after the Settlement Effective Date.

11. The Court DIRECTS the Claims Administrator to initiate the internet notice campaign, as set forth in the Settlement Agreement, beginning no later than January 12, 2018.

12. The Claims Administrator shall take all other necessary actions in furtherance of obtaining correct mailing address information for Settlement Class Members, determining Settlement Class Members’ payment amounts, receiving and

1 processing Class Member disputes, opt-outs, and objections, and other claims
2 administration functions, as are specified in the Settlement Agreement.

3 13. The Court directs that no later than thirty (30) days after the entry of this Order,
4 Defendant shall deposit or cause to be deposited with the Claims Administrator the
5 amount set forth in Section 2.1 of the Settlement Agreement to pay for the Class
6 Notice program described in the Settlement Agreement.

7 14. Settlement Class Members who wish to participate in the settlement shall
8 completely fill out and sign (or submit online) a Claim Form in the manner
9 provided for in the Settlement Agreement. The Claims Administrator may ask for
10 the Settlement Class Members' social security or tax identification number if
11 needed. Claim Forms submitted by Settlement Class Members must be
12 postmarked or received electronically no later March 22, 2018.

13 15. The Court APPROVES the proposed procedure for the Settlement Class Members
14 to submit a request for exclusion from the settlement. Any Settlement Class
15 Member requesting exclusion from the settlement must mail a signed letter
16 requesting exclusion from the settlement to the Claims Administrator so that it is
17 postmarked no later than March 22, 2018. Any Settlement Class Member who
18 submits a valid and timely request for exclusion shall no longer be a member of
19 the Settlement Class, shall be barred from participating in or objecting to this
20 settlement, and shall receive no benefit from this settlement.

21 16. Any Settlement Class Member who does not submit a valid and timely request for
22 exclusion from the Settlement Class will be bound by all proceedings, orders, and
23 judgments in this action relating to the Settlement Agreement.

24 17. The Court further ORDERS that, as provided in the Settlement Agreement, each
25 Settlement Class Member shall be given a full opportunity to object to the Class
26 Action Settlement. As explained in the Class Notice, any Settlement Class
27 Member seeking to object to the settlement shall mail by first class mail or
28 otherwise deliver that objection to the Claims Administrator no later than

1 March 22, 2018. The timeliness of any objection shall be conclusively determined
2 by the postmark date if mailed, or the delivery date if delivered by some other
3 means. Any Settlement Class Member who fails to serve a timely written
4 objection in the manner set forth herein shall be deemed to have waived such
5 objection and shall forever be foreclosed from objecting to the Settlement
6 Agreement, its fairness or adequacy, the award of attorney's fees and/or litigation
7 costs, and the service payment to the Class Representative. As part of, in addition
8 to, or instead of any Objection, any Settlement Class Member may serve on the
9 Claims Administrator, no later than March 22, 2018, a Notice of Intention to
10 Appear that includes the Settlement Class Member's name, address, telephone
11 number, and signature. The Court will permit any Class Member and the attorneys
12 for any Class Member to appear and speak at the hearing on final approval of the
13 settlement even if the Class Member has not submitted a written objection or
14 Notice of Intention to Appear. No later than April 4, 2018, Class Counsel shall
15 file with the Court all objections and notices of intention to appear received by
16 Claims Administrator.

17 18. Class Counsel shall file a motion for approval of attorneys' fees, litigation costs,
18 administration costs, and enhancement award for Plaintiff no later than February
19 13, 2018.

20 19. Class Counsel shall file a motion for final approval of the settlement no later than
21 February 13, 2018.

22 20. The Parties, either individually or jointly, may file a response to any objections no
23 later than April 9, 2018.

24 21. The Claims Administrator, no later than April 9, 2018, shall submit a report to the
25 Court regarding the class notice and claims submitted.

26 22. The Final Approval Hearing is scheduled for 9:00 a.m. on April 23, 2018, at which
27 time the Court shall finally determine whether the settlement is fair, reasonable
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and adequate. The date and time selected for the hearing must appear in the Class Notice and on the Settlement Website.

23. Except as provided herein and as necessary to effectuate the Settlement Agreement, the action is hereby stayed in its entirety and all currently calendared events are hereby vacated unless and until the Court renders a final decision on approval of the Class Action Settlement.

IT IS SO ORDERED.

Dated: DEC 15 2017

ELIHU M. BERLE

HON. ELIHU M. BERLE
Judge of the Superior Court

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Yevgenia Granina v. Eddie Bauer LLC

Superior Court for the State of California County of Los Angeles

Case No. BC569111

**READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED**

This Notice is for is for persons who, during the period from July 1, 2014 through January 13, 2015, while physically located in California, called and spoke with a representative of Eddie Bauer LLC (“Eddie Bauer” or “Defendant”) and did not consent to the call being recorded. Please read the rest of this Notice carefully to find out more.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Participate in the Settlement	If you wish to receive a Settlement Payment, read this Notice for information on how to file a claim. If you do not file a Claim Form by March 22, 2018, you will not receive a Settlement Payment.
Exclude Yourself from the Settlement	If you do not want to participate in the settlement, you must send a letter requesting exclusion postmarked no later than March 22, 2018 or else you will be bound by the settlement.
Object to the Settlement	If you wish to object to the settlement, you must follow the directions in this Notice.
Participate in the Hearing	If you submit a timely objection to the settlement, you may also indicate in the objection whether you wish to appear and be heard at the time of the final fairness hearing. You may appear and be heard at the hearing even if you did not submit an objection to the settlement.
Do Nothing	If you do nothing with respect to this Notice, you will not receive any Settlement Payment and you will be bound by the terms of the settlement including the release of claims described below.

THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE BELOW

Questions? Call 866-653-4618 or visit www.graninaactionsettlement.com

What is the Case About?

This class action case alleges that Eddie Bauer violated California laws that prohibit the recording of telephone calls without notice to or consent of all parties to the conversation. The case covers persons who, during the period from July 1, 2014 through January 13, 2015, while physically located in California, called and spoke with a representative of Eddie Bauer and did not consent to the call being recorded.

What is a Class Action?

In a class action, one or more people called class representatives (in this case Yevgenia Granina) sue on behalf of people who have similar claims.

Am I a Class Member?

You are a Class Member if, during the period from July 1, 2014 through January 13, 2015, while physically located in California, you called and spoke with a representative of Eddie Bauer and did not consent to the call being recorded.

If you received a notice of this proposed settlement by mail or email, Eddie Bauer has records indicating that you might be a member of the Class entitled to submit a Claim Form. You might be a member even if you did not receive notice by mail or email.

Why is There a Settlement?

Both sides agreed to a settlement to avoid the uncertainty and cost of class certification and a trial and to provide benefits to Class Members more promptly. The Court did not decide in favor of plaintiff Yevgenia Granina ("Plaintiff" or "Class Representatives") or defendant Eddie Bauer. Eddie Bauer denies any liability or wrongdoing of any kind associated with the claims in this class action.

What Can I Get From The Settlement?

Defendant has agreed to create a Settlement Fund of \$300,000.00. After class action administration fees and notice costs (which the Claims Administrator has estimated will be \$40,000), service payments to the class representative, and Class Counsel's attorneys' fees and costs are deducted, the remaining amount will be divided up equally amongst all Class Members who submit timely and valid Claim Forms. If any of the Settlement Fund remains after payment of all valid and timely claims, including settlement checks that remain unclaimed or uncashed for more than 180 days, then 50% of such funds will be distributed to the Alliance for Children's Rights, a non-profit organization engaged in child advocacy, 25% of such funds will be distributed to the California State Treasury for deposit in the Trial Court Improvement and Modernization Fund, and 25% of such funds will be distributed to the California State Treasury for deposit into the Equal Access Fund of the Judicial Branch.

You may make only one claim, regardless of the number of calls you made to Defendant during the period from July 1, 2014 through January 13, 2015. **Please note that the Claims Administrator and/or Defendant may use available records to investigate the accuracy of claims.**

Moreover, Defendant has re-implemented an automated verbal notice that informs persons calling it at the outset of the call that the call may be monitored and recorded.

Questions? Call 866-653-4618 or visit www.graninaclassactionsettlement.com

What Do I Need to Do To Receive a Settlement Payment?

You must complete a Claim Form and return it to the Claims Administrator on time. You may obtain a hard copy Claim Form from the Settlement Website, www.graninaclassactionsettlement.com, by calling 866-653-4618, or by writing to the Claims Administrator at:

Granina Settlement Claims Administrator
P.O. Box 404041
Louisville, KY 40233-4041

You also may submit a completed Claim Form online at the Settlement Website, www.graninaclassactionsettlement.com. A Claim Form will not be considered timely unless it is returned to the Claims Administrator online or sent by mail postmarked no later than March 22, 2018.

Upon a request from a Class Member, the Claims Administrator will accept a completed paper Claim Form by facsimile or e-mail which is sent no later than March 22, 2018.

If you move during the pendency of the Lawsuit, please contact the Claims Administrator to update your address.

What Am I Giving Up to Get Settlement Benefits or Stay In the Class?

Unless you exclude yourself, as described below, you will remain in the Class and be bound by the terms of the settlement and all of the Court's orders. This means that you can't sue or be part of any other lawsuit against Defendant or its related parties about the issues in this case. Staying in the Class also means that you agree to the following release of claims, which describes the legal claims that you give up:

Release by the Settlement Class. Upon entry of the Judgment, Class Representative, for herself and on behalf of each member of the Class who has not submitted a valid and timely request for exclusion from the Class, and her respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally and irrevocably released Defendant and, whether or not specifically named herein, each of its past or present directors, officers, employees, agents, shareholders, members, investors, insurers, reinsurers, attorneys, advisors, consultants, representatives, partners, affiliates, related companies, parents, subsidiaries, joint venturers, independent contractors, service providers, vendors, divisions, predecessors, successors, and assigns, from any and all liabilities, claims, causes of action, damages, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or potential, suspected or unsuspected, that (1) are or were asserted in the Action, (2) relate to the violation of the California Invasion of Privacy Act, Cal. Penal Code §§ 630, *et seq.*, including, without limitation, Cal. Penal Code §§ 631, 632, and/or 632.7, with respect to telephone calls made during the period from July 1, 2014 through January 13, 2015, (3) relate to the recording, eavesdropping upon and/or monitoring of telephone calls during the period from July 1, 2014 through January 13, 2015, and/or (4) arise out of the institution, prosecution, assertion, defense, settlement or resolution of the Action.

When Can I Expect To Receive My Settlement Payment?

The Court will hold a hearing on April 23, 2018 at 9:00 a.m., to decide whether to give final approval to the settlement. You will be kept informed of the progress of the settlement through the dedicated settlement website at www.graninaclassactionsettlement.com. Please be patient.

Questions? Call 866-653-4618 or visit www.graninaclassactionsettlement.com

Can I Exclude Myself From the Settlement?

If you don't want to receive benefits from this settlement, but you want to keep the right to sue Defendant on your own at your own expense about the issues in this case, then you must take steps to exclude yourself from the settlement. This is also called "opting-out" of the settlement. To exclude yourself from the settlement, you must send a letter by first class United States mail to the Claims Administrator, containing (1) the title of the Action; (2) the full name, address, and telephone number of the person requesting exclusion; and (3) a statement that he or she requests to be excluded from the Settlement Class. Be sure to include your name, address, telephone number, and signature. Your letter requesting exclusion from the settlement must be postmarked no later than March 22, 2018 and mailed to:

Granina Settlement Exclusions
P.O. Box 404041
Louisville, KY 40233-4041

If you request exclusion from the settlement, you will not get any settlement benefits, and you cannot object to the terms of the settlement. You will not be legally bound by anything that happens in this lawsuit.

If I Don't Exclude Myself, Can I Sue Defendant for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue Defendant and/or any of the released parties for the claims that this settlement resolves. If you have a pending lawsuit covering these same claims, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit.

Do I Have a Lawyer in the Case?

The Court has appointed Law Offices of Zev B. Zysman, APC (Zev B. Zysman, Esq.) to represent you and other class members as Class Counsel. Class Counsel will be paid from the Settlement Fund and you will not be charged for this. If you want to be represented by your own lawyer, you may hire one at your own expense.

How Will the Lawyers, the Class Representative and the Claims Administrator Be Paid?

Class Counsel will ask the Court to approve payment of \$100,000.00 (33 1/3% of the \$300,000.00 Settlement Fund) in attorneys' fees plus all out-of-pocket costs (of an amount not to exceed \$20,000.00). The fees would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and following through to make sure that its terms are carried out. Class Counsel also will ask the Court to approve a payment of \$5,000 to plaintiff Yevgenia Granina for her service as Class Representative. The Court may award less than these amounts. These amounts will be paid out of the \$300,000.00 Settlement Fund. Class Counsel will file with the Court their motion for award of attorneys' fees, litigation costs, administration costs and Class Representatives' service payment no later than February 13, 2018. After that date, you may view the motion on the Settlement Website.

The Claims Administrator will ask the Court to approve payment of approximately \$40,000 from the Settlement Fund for its fees and costs incurred in providing notice of and administering the settlement.

How Do I Tell the Court That I Don't Like the Settlement?

You can ask the Court to deny approval of the Settlement by making an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

Questions? Call 866-653-4618 or visit www.graninaactionsettlement.com

You must object to the proposed settlement in writing. All written objections and supporting papers must include (1) the name and case number of the lawsuit: *Yevgenia Granina v. Eddie Bauer LLC* Superior Court of the State of California, County of Los Angeles Case No. BC569111, (2) the objector's full name, postal address and telephone number, (3) proof of the objector's membership in the Class in the form of a statement made under penalty of perjury, (4) all grounds for the objection including, if available, the factual and legal bases for the objection known to the objector or his or her counsel and the relief the objector is seeking, (5) the identity, postal address, and telephone number for all counsel who represent the objector, if any, and (6) a statement confirming whether the objector or the objector's counsel intends to appear personally at the final fairness hearing.

Objections must be mailed or otherwise served on the Claim Administrator at the following addresses:

Granina Settlement Objections
P.O. Box 404041
Louisville, KY 40233-4041

Objections must be postmarked or delivered by March 22, 2018 to be considered timely.

What's the Difference Between Objecting and Excluding?

Objecting is telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. If you object, you may still submit a Claim Form to receive the benefits of the settlement. Excluding yourself is telling the Court that you don't want to be part of the Class or participate in the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. You cannot both object to and exclude yourself from the settlement. Any person who attempts both to object to and exclude themselves from the settlement will be deemed to have excluded themselves and will forfeit the right to object to or participate in the settlement or any of its terms.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final fairness hearing regarding the settlement at 9:00 a.m. on April 23, 2018 at the Superior Court of the State of California, County of Los Angeles, Central Civil West Courthouse, Dept. 323, 600 South Commonwealth Ave., Los Angeles, CA, 90005. At that hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who ask to speak at the hearing. The Court also will decide how much to pay to Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approve the settlement. Class Counsel does not know how long those decisions will take.

The final fairness hearing date, time or location may be changed and notice of any change will be provided on the Settlement Website, www.grinaclassactionsettlement.com, so please check the Settlement Website for updated hearing information.

Do I Have to Come to the Hearing?

No. Class Counsel will answer questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submit your written objection on time, the Court will consider it. If you come to the hearing, you may speak at the hearing whether or not you have submitted a written objection. You also may have your own lawyer attend the hearing at your own expense, but doing so is not necessary.

You cannot submit an objection or speak at the hearing if you excluded yourself from the settlement.

Questions? Call 866-653-4618 or visit www.grinaclassactionsettlement.com

What Happens if I Do Nothing At All?

If you do nothing, you will remain in the Settlement Class and will be bound by the terms of the settlement and all of the Court's orders including the Release. This also means that you will not receive any settlement benefits and can't sue or be part of any other lawsuit against Defendant or the other released parties about the issues in this case.

Are There More Details About the Settlement?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Amended Settlement Agreement. You can get a copy of the Amended Settlement Agreement and other case documents through the Settlement Website, www.graninaclassactionsettlement.com, by calling 866-653-4618, by writing to the Claims Administrator at Granina Settlement Claims Administrator, P.O. Box 40404, Louisville, KY 40233-4041, or by visiting the office of the Clerk of the Court for the Superior Court of the State of California, County of Los Angeles located at Central Civil West Courthouse, 600 South Commonwealth Ave., Los Angeles, CA 90005. You also can contact Class Counsel:

Zev B. Zysman, Esq.
Law Offices of Zev B. Zysman
15760 Ventura Boulevard
16th Floor
Encino, California 91436
818-783-8836
zev@zysmanlawca.com

PLEASE DO NOT CALL THE COURT, THE COURT CLERK'S OFFICE, DEFENDANT, OR DEFENDANT'S COUNSEL WITH ANY QUESTIONS RELATED TO THE SETTLEMENT.

Questions? Call 866-653-4618 or visit www.graninaclassactionsettlement.com