

APR 23 2018

Sherri R. Carter, Executive Officer/Clerk

By Kelly Jameson, Deputy

Kelly Jameson

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By: M. Aguirre

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF LOS ANGELES**

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

21 Plaintiff,

22 v.

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

25 Defendants

CASE NO. BC569111

[Assigned to the Hon. Elihu M. Berle]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing:

Date: April 23, 2018

Time: 9:00 a.m.

Dept: Dept. 6, Room 211

Complaint Filed: January 12, 2015

FAC Filed: December 31, 2015

1 The Court conducted a hearing regarding the fairness and final approval of the Settlement,
2 Class Representatives' service payments and Class Counsel's attorney's fees and litigation costs
3 in this action on April 23, 2018, at 9:00 a.m. in Department 6 of the Superior Court of the State of
4 California for the County of Los Angeles, the Honorable Elihu M. Berle presiding. All parties
5 appeared by counsel of record.

6 After considering the papers and the arguments of counsel, and good cause appearing
7 therefor, the Court GRANTED the Motion for Final Approval and Judgment, Class
8 Representative's service payment, and Class Counsel's Application for Attorneys' Fees and
9 Costs, and the Court rules as follows:

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

- 11 1. The Amended Settlement Agreement and Release ("Settlement Agreement") is
12 hereby incorporated with and made part of this Final Order Approving Class
13 Action Settlement ("Final Approval Order"). Unless otherwise provided in this
14 Order, all capitalized terms shall have the same meaning as set forth in the
15 Settlement Agreement.
- 16 2. This Court has jurisdiction over the subject matter of this Action and all parties to
17 this Action, including the Class Members as defined in Section 1(f) of the
18 Settlement Agreement. The Class Members consist of all persons, who during the
19 period from July 1, 2014 through January 13, 2015, while physically located in
20 California, called and spoke with a representative of Defendant and did not
21 consent to the call being recorded. The Court refers to the class just defined as the
22 "Settlement Class" or "Class."
- 23 3. The Settlement Agreement previously filed in this action, and the terms set forth
24 herein, are hereby found and determined to be fair, reasonable, and adequate, and
25 are hereby approved.
- 26 4. The Court finds that the form, manner and content of the Class Notice specified in
27 Section 5 of the Settlement Agreement and Exhibit B thereto provided a means of
28 notice reasonably calculated to apprise the Settlement Class Members of the

1 pendency of the action and the proposed settlement, and thereby met the
2 requirements of California Rules of Court Rule 3.769 and California Code of Civil
3 Procedure § 382, as well as due process under the United States Constitution, the
4 California Constitution, and any other applicable laws, constituted the best
5 practicable notice under the circumstances, and constituted due and sufficient
6 notice to all Settlement Class Members entitled thereto.

7 5. This Final Approval Order applies to all claims or causes of action settled under
8 the terms of the Settlement Agreement, and shall be fully binding with respect to
9 all Settlement Class Members who did not properly request exclusion pursuant to
10 the Order Preliminarily Approving Settlement entered by this Court on December
11 15, 2017. A list of all Settlement Class Members who have properly requested
12 exclusion will be attached to the Judgment to be entered by the Court in this
13 Action.

14 6. Class Representative, for herself and on behalf of each member of the Class who
15 has not submitted a valid and timely request for exclusion from the Class, and her
16 respective heirs, assigns, successors, agents, attorneys, executors, and
17 representatives, shall be deemed to have, and by operation of the Judgment shall
18 have, fully, finally and irrevocably released Defendant and, whether or not
19 specifically named herein, each of its past or present directors, officers, employees,
20 agents, shareholders, members, investors, insurers, reinsurers, attorneys, advisors,
21 consultants, representatives, partners, affiliates, related companies, parents,
22 subsidiaries, joint venturers, independent contractors, service providers, vendors,
23 divisions, predecessors, successors, and assigns, from any and all liabilities,
24 claims, causes of action, damages, costs, attorneys' fees, losses, or demands,
25 whether known or unknown, existing or potential, suspected or unsuspected, that
26 (1) are or were asserted in the Action, (2) relate to the violation of the California
27 Invasion of Privacy Act, Cal. Penal Code §§ 630, *et seq.*, including, without
28 limitation, Cal. Penal Code §§ 631, 632, and/or 632.7, with respect to telephone

1 calls made during the period from July 1, 2014 through January 13, 2015, (3)
2 relate to the recording, eavesdropping upon and/or monitoring of telephone calls
3 during the period from July 1, 2014 through January 13, 2015, and/or (4) arise out
4 of the institution, prosecution, assertion, defense, settlement or resolution of the
5 Action.

6 7. The Claims Administrator shall conduct all administration of the Common Fund.
7 The Claims Administrator shall disburse attorney's fees and costs to Class Counsel
8 from the Common Fund as ordered by the Court. The Claims Administrator shall
9 prepare and issue all disbursements of the Common Fund to Authorized
10 Claimants, and any remaining unclaimed or uncashed funds (a) fifty percent (50%)
11 to the Alliance for Children's Rights, a non-profit organization engaged in child
12 advocacy, (b) twenty-five percent (25%) to the California State Treasury for
13 deposit in the Trial Court Improvement and Modernization Fund, and (c) twenty-
14 five percent (25%) to the California State Treasury for deposit into the Equal
15 Access Fund of the Judicial Branch to Charitable Organization(s) as described in
16 the Settlement Agreement. The Claims Administrator shall pay itself from the
17 Common Fund all reasonable fees and costs owed to it for the administration of
18 the Settlement and notice to the Class.

19 8. If it has not already done so, Defendant shall wire or cause to be wired the
20 difference between Three Hundred Thousand Dollars (\$300,000.00) and any
21 amount previously delivered to the Claims Administrator to fund the Common
22 Fund within the time period specified in the Settlement Agreement. The Claims
23 Administrator shall issue the checks for the appropriate pro-rata Net Settlement
24 Amount to each Authorized Claimant entitled to same within the time periods
25 specified in the Settlement Agreement.

26 9. The Court finds that Class Counsel is qualified to represent the settlement Class.
27 The Court hereby grants Class Counsel's request for an award of attorney's fees
28 and costs in the amount of \$ 100,000.00 + 17,415.20 to be

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paid from the Common Fund. The Court finds that the amount of this award is fair and reasonable in light of the efforts expended by Class Counsel in prosecuting this Action and the results obtained. The amount of this award is based on the lodestar-multiplier analysis and the percentage-of-the-benefit approach.

10. The Court approves a service payment of \$ 5,000 to be paid from the Common Fund to the Class Representative Yevgeniya Granina as compensation for instituting, prosecuting and/or bearing the laboring oar and risk of this litigation as Class Representative.

IT IS SO ORDERED.

Dated: 4/23, 2018

ELIHU M. BERLE

HON. ELIHU M. BERLE
Judge of the Superior Court