

APR 23 2018

Sherri R. Carter, Executive Officer/Clerk

By Kelly Jameson, Deputy  
Kelly Jameson

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15 Attorneys for Defendant  
16 EDDIE BAUER LLC

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] JUDGMENT**

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

26 RECEIVED  
27 Central Civil West

28 APR 09 2018

By: M. Aguirre

1 Pursuant to the Amended Settlement Agreement and Release (“Settlement Agreement”)  
2 and the Court’s Order Granting Final Approval of Class Action Settlement, judgment is hereby  
3 entered in this Action. Unless otherwise provided in this Order, all capitalized terms shall have  
4 the same meaning as set forth in the Settlement Agreement.

5 This Court has jurisdiction over the subject matter of this Action and all parties to this  
6 Action, including the Class Members as defined in Section 1(f) of the Settlement Agreement.  
7 The Class Members consist of all persons, who during the period from July 1, 2014 through  
8 January 13, 2015, while physically located in California, called and spoke with a representative of  
9 Defendant Eddie Bauer, LLC (“Defendant”) and did not consent to the call being recorded. The  
10 Court refers to the class just defined as the “Settlement Class” or “Class”. This Judgment applies  
11 to all claims or causes of action settled under the terms of the Settlement Agreement, and shall be  
12 fully binding with respect to all members of the Settlement Class who did not properly request  
13 exclusion from this settlement. A list of all members of the Settlement Class Members who have  
14 properly requested exclusion is attached hereto as Exhibit A.

15 Class Representative, for herself and on behalf of each member of the Class who has not  
16 submitted a valid and timely request for exclusion from the Class, and her respective heirs,  
17 assigns, successors, agents, attorneys, executors, and representatives, by operation of this  
18 Judgment shall have, fully, finally and irrevocably released Defendant and, whether or not  
19 specifically named herein, each of its past or present directors, officers, employees, agents,  
20 shareholders, members, investors, insurers, reinsurers, attorneys, advisors, consultants,  
21 representatives, partners, affiliates, related companies, parents, subsidiaries, joint venturers,  
22 independent contractors, service providers, vendors, divisions, predecessors, successors, and  
23 assigns, from any and all liabilities, claims, causes of action, damages, costs, attorneys’ fees,  
24 losses, or demands, whether known or unknown, existing or potential, suspected or unsuspected,  
25 that (1) are or were asserted in the Action, (2) relate to the violation of the California Invasion of  
26 Privacy Act, Cal. Penal Code §§ 630, *et seq.*, including, without limitation, Cal. Penal Code §§  
27 631, 632, and/or 632.7, with respect to telephone calls made during the period from July 1, 2014  
28 through January 13, 2015, (3) relate to the recording, eavesdropping upon and/or monitoring of

1 telephone calls during the period from July 1, 2014 through January 13, 2015, and/or (4) arise out  
2 of the institution, prosecution, assertion, defense, settlement or resolution of the Action.

3 Notice of this Judgment shall be provided to the Settlement Class by posting this  
4 Judgment on the Settlement Website maintained by the Claims Administrator.

5 Pursuant to California Rules of Court Rule 3.769(h), and without affecting the finality of  
6 this Judgment in any way, the Court hereby retains continuing jurisdiction over the Parties for the  
7 purpose of construing, enforcing and administering this Judgment, and the terms of the Settlement  
8 Agreement.

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**IT IS SO ORDERED.**

Dated: 4/23, 2018

**ELIHU M. BERLE**

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**HON. ELIHU M. BERLE**  
**Judge of the Superior Court**

# EXHIBIT A

*Granina v Eddie Bauer, LLC*

Timely List of Exclusion Requests

Name

1. E BRADY
2. NANCY RUSSELL
3. SCOTT SCHINDLER
4. REUBEN MARTINEZ
5. CLARENCE HARTLEY
6. KAREN WINTER
7. CINDI KEEFER
8. HEIDE DIDWISZUS
9. DIANA MARINKE
10. EILEEN HEASER
11. NANCY HOPPER
12. MICHAEL BURRILL
13. BETTYE WILSON
14. MARY MARCOUX
15. SHARON LEWIS
16. M FLANIGAN
17. DORIS SAKAMOTO
18. LESLIE GREEN
19. RUSSEL BRAZILL
20. HELENE NEUFELD
21. ANN HOFER
22. ANNE MCFADDEN
23. LOIS JUODEIKA
24. MARGARET EDWARDS
25. DENISE AMIGH
26. ROY FUJIMOTO
27. TOM REDENBAUGH
28. STUART PETTIGREW
29. KATHLEEN KEITHLY
30. TERESA DIAS
31. LEAH BRYANT