

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
LIANE KATZENSTEIN LY, Esq. (SBN 259230)
liane@kingsleykingsley.com
ARI J. STILLER, Esq. (SBN 294676)
ari@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ROCHELLE ANTHONY, an individual, on
behalf of herself and others similarly situated,

PLAINTIFF,

v.

CITIZEN WATCH COMPANY OF
AMERICA, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 20STCV00171

[Case Assigned for All Purposes to Hon. Maren
E. Nelson in Dept. SSC-17]

[PROPOSED] FINAL JUDGMENT

Complaint Filed:	January 3, 2020
FAC Filed:	March 9, 2020
SAC Filed:	January 26, 2021
Trial Date:	None Set

1 The Court has received and considered the motions of Plaintiffs Rochelle Anthony and
2 Travenia Morris (“Plaintiffs”) for preliminary and final approval of the Settlement Agreement and
3 Release of Claims (“Settlement Agreement” or “Settlement”) entered into between Plaintiffs on
4 behalf of themselves, a class conditionally certified for settlement purposes, and the State of
5 California, on the one hand, and Defendant Citizen Watch Company of America, Inc.
6 (“Defendant”), on the other, and has entered an order granting final approval of the Settlement.

7 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

8 1. The Court, having entered an order granting Final Approval of this Settlement,
9 hereby enters FINAL JUDGMENT in favor of Plaintiffs and the Class Members and PAGA
10 Members, and against Defendant in the amount of \$130,000.00 in accordance with the terms of
11 the Settlement Agreement.

12 2. The Settlement Class is defined as: any and all nonexempt California employees of
13 Defendant who received overtime pay or a meal or rest break premium in the same pay period in
14 which they received a shift differential from January 3, 2016 to December 27, 2020.

15 3. PAGA Members are defined as: any and all nonexempt California employees of
16 Defendant who received overtime pay or a meal or rest break premium in the same pay period in
17 which they received a shift differential during the from January 3, 2019 through December 27,
18 2020.

19 4. As of the date the settlement is funded, Plaintiff and each Settlement Class Member
20 will fully release and discharge the Released Parties from: any and all claims, demands, rights,
21 liabilities, and/or causes of action, which arose at any time from January 3, 2016 to December 27,
22 2020, based on the facts or claims asserted by Plaintiffs Rochelle Anthony or Travenia Morris in
23 the Second Amended Complaint in the Action on their own behalf or on behalf of a putative class
24 member, or based on any facts, transactions, events, occurrences, acts, disclosures, statements,
25 omissions, or failures that arise out of, in any way, the claims made and facts alleged in the Action,
26 including without limitation violations of any state or federal statutes, rules, or regulations
27 (including the Fair Labor Standards Act), based on an assertion that Released Parties (1) failed to
28 pay wages and/or overtime under Labor Code §§ 510, 1194; and 1199; (2) failed to provide Meal

Breaks or correctly pay meal break premiums Pursuant to Labor Code §§ 226.7 and 512; (3) failed to provide accurate wage statements; (4) failed to pay all wages due at termination; and/or (5) engaged in any unfair and unlawful business practices.

5. As of the date the settlement is funded, Plaintiff and each PAGA Member will fully release and discharge the Released Parties from: all claims for civil penalties which arose at any time from January 3, 2019 through December 27, 2020 based on the facts asserted by Plaintiff Rochelle Anthony in her January 3, 2020 notice letter to the Labor & Workforce Development Agency and alleged in the Second Amended Complaint in the Action, which are or could be the basis of claims for penalties under the California Labor Code's Private Attorneys General Act (Labor Code § 2698 et seq.) based on violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2 or 1199.

6. No class members have opted out of the settlement.

7. The Parties are hereby ordered to comply with the terms of the Settlement Agreement. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement Agreement and the Final Approval Order.

8. This document shall constitute a Judgment for purposes of California Rules of Court, rule 3.769(h). This Judgment is intended to be a final disposition of the above-captioned action in its entirety.

DATED: _____

JUDGE OF THE SUPERIOR COURT

*Plaintiff's counsel lodging this Proposed Final Judgment certifies that it has been approved as to form and content by all parties.

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On September 28, 2021, I served all interested parties in this action the following documents described as: **[PROPOSED] FINAL JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Ashley Farrell Pickett
Ryan C. Bykerk
Bryan W. Patton
Matthew J. Weber
farrellpickett@gtlaw.com
bykerkr@gtlaw.com
pattonbw@gtlaw.com
webermat@gtlaw.com

GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

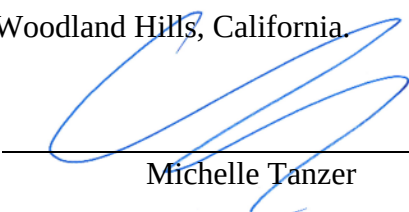
☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC MAIL THROUGH CASE ANYWHERE:** On interested parties set forth on the attached service list.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 28, 2021, at Woodland Hills, California.



Michelle Tanzer