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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] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 28, 2021
Time: 9:00 a.m.
Dept.: 17

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

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiffs Rochelle
3 Anthony and Travenia Morris (“Plaintiffs”) against Defendant Citizen Watch Company of
4 America, Inc. (“Defendant”). The Motion for Final Approval of Class Action Settlement came
5 before this Court on September 28, 2021.

6 On April 16, 2021, this Court entered an order granting preliminary approval of Plaintiffs’
7 and Defendant’s (the “Parties”) Settlement Agreement and Release of Claims (“Settlement
8 Agreement”). Plaintiffs have applied to the Court for an order granting final approval of the
9 Settlement Agreement. The Settlement Agreement sets forth the terms and conditions of the
10 proposed Settlement and for entry of an order of final approval and entry of final judgment thereon.
11 Upon consideration of Plaintiffs’ Motion for Final Approval of Class Action Settlement, Motion
12 for Approval of Attorneys’ Fees and Costs, and all other accompanying evidence, and good cause
13 appearing, **THE COURT HEREBY ORDERS AS FOLLOWS:**

14 1. The Court has personal jurisdiction over all Settlement Class Members and has
15 subject matter jurisdiction to approve the Settlement;

16 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
17 in compliance with California Code of Civil Procedure, the California and United States
18 Constitutions (including the due process clauses), the California Rules of Court and any other
19 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
20 finally approved in all respects.

21 3. The Parties are directed to perform the terms of the Settlement as described in the
22 Settlement Agreement according to its terms and provisions.

23 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
24 Members, except those who timely and properly filed Requests for Exclusion, and all PAGA
25 Members.

26 5. No class members have objected or opted out of the Settlement.

27 6. It is ordered that the Settlement Class is certified for settlement purposes only. The
28 Court finds that an ascertainable class exists and a well-defined community of interest exists in the

1 questions of law and fact involved because in the context of the Settlement: (i) there are questions
2 of law and fact common to the Class Members for the purposes of this Settlement which, as to the
3 Settlement and all related matters, predominate over any individual questions; (ii) the Claims of
4 Plaintiffs are typical of the Claims of the Class members for the purposes of this Settlement; and
5 (iii) in negotiating, entering into and implementing the Settlement, Plaintiffs and Plaintiffs'
6 Attorneys have fairly and adequately represented and protected the interests of the Class Members.

7 7. The Court finds that the Notice and notice methodology implemented pursuant to
8 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
9 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
10 Action, their right to object to or exclude themselves from the proposed Settlement and their right
11 to appear at the Final Fairness and Approval Hearing; (iii) were reasonable and constituted due,
12 adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
13 requirements of the California Code of Civil Procedure, the California and United States
14 Constitution (including the Due Process Clause), the California Rules of Court and any other
15 applicable law.

16 8. The Settlement Class is hereby made final. The Settlement Class is defined as: any
17 and all nonexempt California employees of Defendant who received overtime pay or a meal or rest
18 break premium in the same pay period in which they received a shift differential from January 3,
19 2016 to December 27, 2020.

20 9. Pursuant to the Settlement Agreement, upon entry of this order, Plaintiff and each
21 Settlement Class Member shall fully release and discharge the Released Parties from:

22 any and all claims, demands, rights, liabilities, and/or causes of action, which arose
23 at any time during the Class Period based on the facts or claims asserted by
24 Plaintiffs Rochelle Anthony or Travenia Morris in the Second Amended Complaint
25 in the Action on their own behalf or on behalf of a putative class member, or based
26 on any facts, transactions, events, occurrences, acts, disclosures, statements,
27 omissions, or failures that arise out of, in any way, the claims made and facts alleged
28 in the Action, including without limitation violations of any state or federal statutes,
 rules, or regulations (including the Fair Labor Standards Act), based on an assertion
 that Released Parties (1) failed to 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.

10. The Settlement Agreement provides Settlement Proceeds of \$130,000.00. The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement.

11. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

12. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the settlement. The Court hereby confirms Kingsley & Kingsley, APC and attorneys Eric B. Kingsley and Ari J. Stiller as Class Counsel.

13. The Court hereby finds the unopposed application of Class Counsel for an award of attorneys' fees and costs provided for under the Settlement Agreement to be fair and reasonable in light of all the circumstances, and is hereby granted. Of the Settlement Proceeds, \$43,333.33 shall be paid for attorneys' fees and \$9,250.00 for litigation costs.

14. The unopposed application for a Class Representative Enhancement Payment is hereby granted. Of the Settlement Proceeds, a \$5,000.00 enhancement payment shall be allocated to each of the Named Plaintiffs, Rochelle Anthony and Travenia Morris.

15. The unopposed application of Class Counsel for claims administration fees to ILYM Group, Inc. is hereby granted. Of the Settlement Proceeds, \$5,234.00 shall be paid to the Settlement Administrator for settlement administration fees.

16. The Court approves the PAGA penalties in the amount of \$7,500.00. The Court approves 75% of the PAGA penalties being allocated to the LWDA in the amount of \$5,625.00 and directs that the remaining 25% of the PAGA Penalties, in the amount of \$1,875.00, shall be allocated to the PAGA Members.

17. If a Class Member or PAGA Member does not cash his or her settlement check within 180 days, the uncashed funds and any interest accrued thereon shall be transmitted by the Settlement Administrator to the non-profit Bet Tzedek Legal Services pursuant to California Code of Civil Procedure section 384(b).

1 18. Defendant shall have no further liability for costs, expenses, interest, or attorneys'
2 fees except as provided for in the Settlement Agreement.

3 19. The Parties are ordered to give notice to all Class Members in accordance with
4 California Rules of Court, rule 3.771(b).

5 20. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. § 664.6, the Court
6 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
7 as the administration and enforcement of the terms of the Settlement of this action to enforce the
8 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
9 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
10 administration and enforcement of the Settlement.

11 21. The Court sets a compliance hearing for _____. No
12 later than five days before the compliance hearing, the Parties shall file a compliance report
13 specifying the total amount paid to class members, and the residual of unclaimed funds that will
14 be paid to the non-profit organization specified above, along with a proposed amended judgment
15 directing payment of the residual funds pursuant to Code of Civil Procedure section 384.

16
17 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(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 August 31, 2021, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** 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

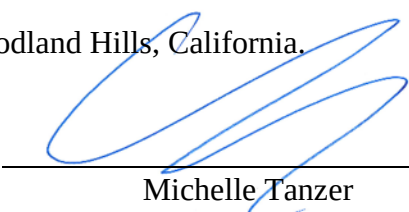
[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that 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.

[XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE: On interested parties set forth on the attached service list.

[XX] 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.

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

Executed on August 31, 2021, at Woodland Hills, California.



Michelle Tanzer