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FILED
Superior Court of California
County of Los Angeles
05/12/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: B. Guerrero Deputy

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF LOS ANGELES

9 CHETERA WATSON an individual, on
behalf of herself and all others similarly
10 situated;

11 Plaintiffs,

12 v.

13 LIBERTY MUTUAL GROUP INC a
California corporation; and DOES 1 through
14 50, inclusive,

15 Defendants.
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Case No. BC665695

Assigned to: Hon. Kenneth R. Freeman

PROPOSED JUDGMENT

Hearing Date: April 7, 2022

Time: 11:00 am

Department: 14

Complaint Filed: June 20, 2017

PROPOSED JUDGMENT

~~PROPOSED~~ JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Judgement in this matter is hereby entered in accordance with the terms of the Order of Final Approval of Class Action Settlement (“Order”) and the Parties’ Settlement Agreement (“Settlement Agreement”), which is attached as part of Exhibit D to the Declaration of David M. Saldana in Support of the Unopposed Motion for Final Approval of Class Action Settlement. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. As provided by the Order, upon receipt by the Settlement Administrator, Phoenix Settlement Administrators, of the gross settlement amount and other amounts due from Defendant pursuant to the terms of the Settlement Agreement, all Class Members who did not timely opt-out from the settlement are barred from pursuing, or seeking to reopen, any of the Released Claims (including the Class Representative Plaintiff who has entered into a broader release), as defined in the Settlement Agreement. Consistent with the definitions provided in the Settlement Agreement, the settlement class consists of all non-exempt employees who worked for Defendant as a Sales Representative in California between June 20, 2013 and June 7, 2021 and did not have a Company-issued cell phone during any period of time that they worked in a Sales Representative position during the Class Period.

3. One class member, Stephen Marano, opted out of the Settlement; therefore all Class Members (included the Class Representative) are bound by this Judgment with the exception of Stephen Marano.

4. The Parties, their Counsel, and the Settlement Administrator shall take all steps necessary to implement and consummate the Settlement Agreement according to its terms and provisions.

5. Neither this Judgment, the Order, the Parties’ Settlement Agreement, any documents referred to herein, any exhibit to any document referred to herein, any action taken to carry out the settlement, nor any negotiations or proceedings related to the settlement are to be construed as, or deemed to be evidence of, or an admission or concession with regards to, the denials or defenses of

1 Defendant (or any settling party), and shall not be offered in evidence in any proceeding against the
2 Parties hereto in any Court, administrative agency, or other tribunal for any purpose whatsoever other
3 than to enforce the provisions of the Order and Judgment.

4 6. The Settlement Agreement is not an admission by Defendant, nor is this Judgment a
5 finding of validity of any allegations or of any wrongdoing by Defendant. This Judgment may not be
6 construed, or be used, as an admission of any fault, wrongdoing, omission, concession, or liability
7 whatsoever by or against Defendant.

8 7. Except as otherwise provided in the Settlement Agreement, each side shall bear its
9 own attorneys' fees and costs.

10 8. This document shall constitute a Judgment pursuant to California Rules of Court
11 3.768(h).

12 9. Pursuant to Labor Code § 2699(1)(3), Plaintiffs shall submit a copy of this Judgment
13 to the LWDA within ten (10) days of its execution and entry by the Court.

14 10. Without affecting the finality of this Judgment, the Court retains exclusive and
15 continuing jurisdiction over the litigation for purposes of supervising, implementing, interpreting and
16 enforcing the terms of its Order, and in order to conduct further hearing(s) on certification of
17 distribution procedures.

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19 **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "Kenneth R. Freeman", is written over a horizontal line.

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21 Dated: _____ T æ ÆG , 2022

22 Kenneth R. Freeman / Judge
23 Hon. Kenneth R. Freeman
24 Judge of the Superior Court of California
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