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*Attorneys for Plaintiffs*

**FILED**  
Superior Court of California  
County of Los Angeles

**JUN 24 2020**

Sherri R. Carter, Executive Officer/Clerk  
By Stephanie Chung Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

TANYA FLORES and NANCY YBARRA, as  
individuals and on behalf of all others similarly  
situated,

Plaintiffs,

vs.

PRIMEX CLINICAL LABORATORIES,  
INC., a California corporation; and DOES 1  
through 100,

Defendants.

Case No. BC652911

*[Assigned for all purposes to the Hon. Daniel J.  
Buckley, Dept. SSC-1]*

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT, ATTORNEYS' FEES  
AND COSTS, AND CLASS  
REPRESENTATIVES ENHANCEMENT  
PAYMENTS**

Date: April 29, 2020  
Time: 10:30 a.m.  
Dept.: SSC-1

Action Filed: March 8, 2017  
Trial Date: None Set

**RECEIVED**  
LOS ANGELES SUPERIOR COURT

**MAR 27 2020**

**S. DREW**

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

1 **[PROPOSED] ORDER**

2 Having read and considered Plaintiffs Tanya Flores and Nancy Ybarra's ("Plaintiffs")  
3 Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class  
4 Representatives Enhancement Payments, the Amended Joint Stipulation for Class Action  
5 Settlement ("Settlement Agreement" or "Settlement") brought pursuant to California Rule of  
6 Court 3.769, and all other documents and evidence presented in support thereof, and recognizing  
7 the sharply disputed factual and legal issues involved in this case, the risks of further prosecution,  
8 and the benefits to be received by the Participating Class Members, the Court hereby makes a  
9 final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of  
10 good faith, arms-length negotiations between the parties. Good cause appearing therefore, the  
11 Court hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action Settlement and  
12 HEREBY ORDERS THE FOLLOWING:

13 1. For purposes of this Order granting final approval of the class action settlement, the  
14 Court adopts all defined terms as set forth in the Settlement Agreement, incorporated by reference  
15 herein.

16 2. The Court has jurisdiction over the subject matter of this action, and over all parties  
17 to this action, including all Class Members.

18 3. The Court hereby approves the Settlement as set forth in the Settlement Agreement  
19 as being fair, reasonable, and adequate to the Class Members, and directs the parties to effectuate  
20 the Settlement Agreement according to its terms.

21 4. The Court finds that no Participating Class Members objected to the Settlement, and  
22 that the 99.7% participation rate supports final approval.

23 5. The conditional class certification contained in this Court's Order Granting  
24 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") is hereby made  
25 final, and the Court thus certifies, for purposes of the Settlement, a Settlement Class consisting  
26 of:

27 All current and former hourly non-exempt employees of Defendant  
28 Primex Clinical Laboratories, Inc. ("Primex") in California at any  
time from March 8, 2013 to November 13, 2019.

1           6. For purposes of settlement only, the Court finds that: (a) the members of the  
2 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;  
3 (b) there are questions of law or fact common to the Settlement Class and there is a well-defined  
4 community of interest among members of the Settlement Class with respect to the subject matter  
5 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the  
6 members of the Settlement Class; (d) the Class Representatives have fairly and adequately  
7 protected the interests of the Settlement Class Members; (e) a class action is superior to other  
8 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are  
9 qualified to serve as counsel for the Class Representatives and the Class Members.

10           7. Notice was provided to the Class Members as set forth in the Settlement Agreement,  
11 which was approved by the Court on November 13, 2019, and the notice process has been  
12 completed in conformity with the Court's Preliminary Approval Order. The Court finds that said  
13 notice was the best notice practicable under the circumstances. The Notice of Class Action  
14 Settlement provided due and adequate notice of the proceedings and matters set forth therein,  
15 informed Class Members of their rights, and fully satisfied the requirements of California Code  
16 of Civil Procedure section 1781(e), California Rule of Court 3.769, and due process.

17           8. Plaintiffs Tanya Flores and Nancy Ybarra are hereby confirmed as Class  
18 Representatives, and Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines  
19 Law Group, APC are hereby confirmed as Class Counsel.

20           9. The Court finds that the Class Representatives Enhancement Payments in the total  
21 amount of \$10,000.00 (\$5,000.00 each) is appropriate in recognition of the risks undertaken by  
22 Plaintiffs and for Plaintiffs' service to the Settlement Class; for the amount of time and effort  
23 spent by Plaintiffs as the Class Representatives; for the general release provided as part of the  
24 Settlement Agreement; and for serving the interests of the Class Members. The Court finds that  
25 this amount is fair, reasonable, and adequate, and orders that the Settlement Administrator make  
26 these payments in conformity with the terms of the Settlement Agreement.

27           10. The Court finds that attorneys' fees in the amount of \$263,333.33 and  
28 reimbursement of \$39,571.14 for Class Counsel's actual litigation costs are fair, reasonable, and

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adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement. The Court finds that the time devoted to the matter by Class Counsel was reasonably necessary in the investigation and prosecution of this action and that the fees are appropriately awarded in light of the benefit provided to the Settlement Class by Class Counsel's efforts.

11. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of \$30,000.00 for its 75% share of the civil penalties allocated under the Private Attorneys General Act is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment in conformity with the terms of the Settlement.

12. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

13. The Court finds that given the absence of objections, and objections being a prerequisite to appeal, this Order shall be considered final as of the date of notice of entry.

14. The Court orders that within twenty (20) days after the Effective Date, as that term is defined in the Settlement Agreement, Primex shall deposit Three Hundred Ninety Five Thousand Dollars (\$395,000.00) of the Gross Settlement Amount and its share of payroll taxes on this payment ("First Payment") with the Settlement Administrator, as provided for in the Settlement. Not later than 365 days after payment of the First Payment, Primex shall pay the remaining Three Hundred Ninety Five Thousand Dollars (\$395,000.00) of the Gross Settlement Amount and its share of payroll taxes on this payment ("Second Payment") with the Settlement Administrator, as provided for in the Settlement.

15. The Court finds that the Individual Settlement Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to the Participating Class Members in conformity with the terms of the Settlement.

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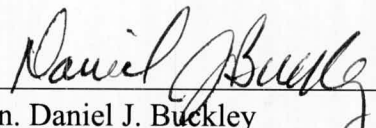
1 16. Any funds from Individual Settlement Payment checks remaining uncashed after the  
2 180-day check-cashing deadline shall be distributed to the Controller of the State of California to  
3 be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.*, with  
4 the identity of the Participating Class Member to whom the funds belong, to be held for the  
5 Participating Class Member pursuant to the California Unclaimed Property Law, in the interest  
6 of justice.

7 17. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of  
8 the California Rules of Court, the Court will retain jurisdiction over this action and the parties  
9 until final performance of the Settlement Agreement.

10 18. The Settlement Administrator shall prepare a final accounting declaration which  
11 shall be filed no later than February 28, 2022. A Final Accounting <sup>Non-Appealance report.</sup> ~~Hearing~~ will be set for  
12 March 8, 2022 at            a.m./p.m. in Department SSC-1 of the above-entitled Court.

13 **IT IS SO ORDERED.**

14 Dated: June 24, 2020

15   
16 Hon. Daniel J. Buckley  
17 Judge of the Superior Court

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Buckley, Dept. SSC-1]*

**[PROPOSED] FINAL JUDGMENT**

Date: April 29, 2020

Time: 10:30 a.m.

Dept.: SSC-1

Action Filed: March 8, 2017

Trial Date: None Set

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**[PROPOSED] FINAL JUDGMENT**



1 **[PROPOSED] JUDGMENT**

2 Having read and considered Plaintiffs Tanya Flores and Nancy Ybarra's ("Plaintiffs")  
3 Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class  
4 Representatives Enhancement Payments, the Amended Joint Stipulation for Class Action  
5 Settlement ("Settlement Agreement" or "Settlement"), and all other documents and evidence  
6 presented in support thereof, the Court HEREBY ORDERS THE FOLLOWING:

7 1. Final judgment in this matter is hereby entered in conformity with the Settlement,  
8 this Court's Order Granting Preliminary Approval of Class Action Settlement, and this Court's  
9 Order Granting Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class  
10 Representatives Enhancement Payments (the "Final Approval Order").

11 2. The Settlement Class is defined as: "all current and former hourly non-exempt  
12 employees of Defendant Primex Clinical Laboratories, Inc. ("Primex") in California at any time  
13 from March 8, 2013 to November 13, 2019 (the "Class Period")."

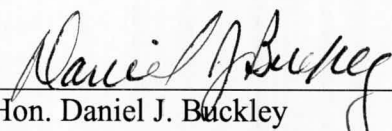
14 3. As of the date that this Judgment becomes final, all Class Members, except for  
15 Jessica Hershfield, by virtue of this Judgment, shall fully release and discharge Primex and all of  
16 its past, present and future agents, employees, servants, officers, directors, partners, trustees,  
17 representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors,  
18 related corporations, divisions, joint venturers, assigns, predecessors, successors, service  
19 providers, insurers, consultants, subcontractors, joint employers, employee benefit plans and  
20 fiduciaries thereof, affiliated organizations, and all persons acting under, by, through or in concert  
21 with any of them, and each of them, including Erik Avaniss-Aghajani, Oshin Hartoonian, and Ara  
22 Hartoonian (collectively, the "Defendant Released Parties"), all claims asserted in the operative  
23 complaint and all claims that could have been asserted based on facts alleged in the operative  
24 complaint against the Defendant Released Parties, whether known or unknown, and whether  
25 anticipated or unanticipated, including without limitation the following: (a) failure to pay all  
26 overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); (b) minimum wage violations (Labor  
27 Code §§ 1182.12, 1194, 1194.2, 1197); (c) meal period violations (Labor Code §§ 226.7, 512);  
28 (d) rest period violations (Labor Code §§ 226.7, 516); (e) wage statement violations (Labor Code

1 § 226, *et seq.*); (f) waiting time penalties (Labor Code §§ 201-203); (g) unfair competition  
2 (Business & Professions Code § 17200, *et seq.*); and (h) civil penalties under the Private Attorneys  
3 General Act (Labor Code § 2698, *et seq.*) (the "Participating Class Member's Released Claims").  
4 The Participating Class Member's Released Claims exclude claims for workers' compensation or  
5 unemployment insurance benefits. The release period shall run from March 8, 2013 through  
6 November 13, 2019.

7 4. This document shall constitute a final judgment pursuant to California Rule of  
8 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final  
9 approval hearing, the court must make and enter judgment. The judgment must include a provision  
10 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.  
11 The court may not enter an order dismissing the action at the same time as, or after, entry of  
12 judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,  
13 and this Judgment.

14 **IT IS SO ORDERED.**

15 Dated: June 24, 2020

16   
17 Hon. Daniel J. Buckley  
18 Judge of the Superior Court  
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