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16
17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

19 SILVA AVOYAN, as an individual and on
20 behalf of all others similarly situated,

21 Plaintiffs,

22 v.

23 SYNERGY HEMATOLOGY-
24 ONCOLOGY MEDICAL ASSOCIATES,
25 INC., a California corporation; and DOES
26 1 through 50, inclusive,

27 Defendants.

CASE NO. BC697578

*Assigned for all purposes to the
Hon. Ann I. Jones, Dept. 11*

28 **~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 16, 2020
Time: 1:30 p.m.
Dept.: 11

Complaint Filed: March 9, 2018

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

FILED
Superior Court of California
County of Los Angeles

DEC 01 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By *Dejane Wortham*, Deputy
Dejane Wortham

1 This matter having come before this Court for hearing on November 16, 2020 on Plaintiff
2 Silva Avoyan's ("Named Plaintiff") unopposed Motion for Final Approval of Class Action
3 Settlement, as set forth in the Class Action Settlement Agreement (hereafter "Stipulation" or
4 "Settlement Agreement") between Plaintiff and Defendant Synergy Hematology-Oncology
5 Associates, Inc. ("Defendant") (collectively, the "Parties"), pursuant to the June 22, 2020 Order
6 Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"),
7 adequate notice having been given as required in said Order, and the Court having considered all
8 papers filed and proceedings had herein, and good cause appearing therefore, it is ORDERED,
9 ADJUDGED AND DECREED THAT:

10 The Court has jurisdiction over the subject matter of the action and all parties.

11 As previously ordered by this Court in granting Plaintiff's Motion for Preliminary
12 Approval of Class Action Settlement on June 22, 2020, this Court certified the following class:

13
14 All current and former non-exempt employees employed by Synergy
15 Hematology-Oncology Medical Associates, Inc. in California from March 9, 2014
16 through the date of entry of the order granting preliminary approval of this
17 Settlement.

18
19 Based on a review of the papers submitted by Named Plaintiff and a review of the
20 applicable law, the Court finds that the Gross Settlement Amount of \$105,000.00 and the terms
21 set forth in the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement
22 Agreement is hereby incorporated into this Order as though fully set forth herein. Except as
23 otherwise specified herein and for purposes of this Order, the terms used in this Order have the
24 meaning assigned to them in the Settlement Agreement and the Notice of Settlement of Class
25 Action Lawsuit ("Class Notice").

26 The Court has determined that the Class Notice provided to the Class pursuant to the
27 Preliminary Approval Order fully and accurately informed all Class Members of the material
28 elements of the proposed Settlement, constituted the best notice practicable under the

1 circumstances, and constituted valid, due and sufficient notice to all Class Members.

2 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
3 reasonable and adequate in all respects, determines that the Settlement was made in good faith
4 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
5 accordance with the terms of the Settlement Agreement. The Court further finds that the
6 Settlement was the result of arm's-length negotiations and a full day of mediation conducted after
7 Class Counsel had thoroughly and adequately investigated the claims and became familiar with
8 the strengths and weaknesses of those claims. In particular, the amount of monies allocated to the
9 Class Members, and the assistance of an experienced mediator in the settlement process, among
10 other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.
11 The amounts agreed to be paid by Defendant, including the Net Settlement Payments to be paid to
12 Settlement Class Members as provided for by the Settlement Agreement, are fair and reasonable
13 under the facts of this case.

14 The Court hereby grants final approval of attorneys' fees in the amount of \$35,000.00 that
15 will be paid as follows: (1) \$17,500.00 to Kesselman, Brantly & Stockinger, LLP; and
16 (2) \$17,500.00 to Hyun Legal, APC.

17 The Court hereby grants final approval of attorneys' costs in the amount of \$11,153.65 to
18 Class Counsel that will be paid as follows: (1) \$6,375.60 to Kesselman, Brantly & Stockinger,
19 LLP; and (2) \$4,778.05 to Hyun Legal, APC.

20 The Court hereby grants final approval of an enhancement award in the amount of
21 \$5,000.00 to Named Plaintiff, in addition to her Individual Settlement Payment as a Settlement
22 Class Member, for Named Plaintiff's time and effort serving as the Class Representative.

23 The Court also hereby approves payment of \$7,500.00 to Phoenix Settlement
24 Administrators, the appointed Settlement Administrator, for the services it has rendered and will
25 render in administering the Settlement as described more fully in the Settlement Agreement.

26 Pursuant to the Private Attorneys General Act ("PAGA"), Labor Code Section 2698, *et*
27 *seq.*, the Court also hereby approves payment of \$3,750.00 to the California Labor & Workforce
28 Development Agency ("LWDA") for LWDA's share of penalties pursuant to Labor Code

1 § 2699(i). The \$3,750.00 payment constitutes the 75% allocation to the LWDA of the total
2 amount of \$5,000.00 allocated to PAGA penalties, with 25%, or \$1,250.00 being allocated to the
3 Net Settlement Amount.

4 The Court hereby finds that the Class Notice and all related documents have been mailed
5 to all Class Members as previously ordered by the Court, and that such Class Notice fairly and
6 adequately described the terms of the proposed Settlement Agreement, the manner in which Class
7 Members could object to or participate in the Settlement, and the manner in which Class
8 Members could opt out of the Class; was the best notice practicable under the circumstances; was
9 valid, due and sufficient notice to all Class Members; and complied fully with California Rule of
10 Court 3.769, due process and all other applicable laws. The Court further finds that a full and fair
11 opportunity has been afforded to Class Members to participate in the proceedings convened to
12 determine whether the proposed Settlement Agreement should be given final approval. The
13 Court finds that one individual named, Tatyana Sharfman, timely submitted a request for
14 exclusion by the opt-out deadline of October 2, 2020 and, thus, this individual shall not be subject
15 to this Court's Order Granting Final Approval, including the releases contained herein, nor
16 subject to the judgment entered by this Court in this Action. The Court hereby determines that all
17 other Class Members who did not file a timely and proper request to be excluded from the
18 Settlement are bound by this Order.

19 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
20 Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the product
21 of good faith, intensive, serious, non-collusive, and arm's-length negotiations between the Parties,
22 is supported by an evidentiary record, experienced and qualified Class Counsel and involvement
23 of an experienced mediator, and all Settlement Class Members, and confers a significant financial
24 benefit to the Class commensurate with the likely recovery if Named Plaintiff prevailed at trial
25 and the risks of continued litigation. The Court further finds that the Settlement Agreement is
26 consistent with public policy, and fully complies with all applicable provisions of law, including
27 the provisions of California Code of Civil Procedure section 382 and California Rules of Court,
28 Rule 3.760. The nature of the claims, the strength of Defendant's defenses, the amounts paid

1 under the Settlement, the allocation of settlement proceeds among the Settlement Class Members
2 and the fact that a settlement represents a compromise of the Parties' respective positions rather
3 than the result of a finding of liability at trial all support the Court's decision granting final
4 approval. The following factors also support the decision granting final approval: the risk,
5 expense, complexity and likely duration of further litigation; the risk of attaining and maintaining
6 class action status throughout the proceedings; and the extent of discovery completed and the
7 stage of the proceedings.

8 The reaction of the Class Members to the proposed Settlement further supports the Court's
9 decision granting final approval. There was only one request for exclusion from the Settlement.
10 Also, no objections have been submitted to the Settlement by any of the Class Members.

11 Phoenix Settlement Administrators shall calculate and administer from the Settlement
12 Amount the following, all of which shall be deducted from the \$105,000.00 Gross Settlement
13 Amount: Net Settlement Payments to be made to the Settlement Class Members; Attorneys' Fees
14 and Expenses to Class Counsel; Enhancement Award to the Named Plaintiff; and PAGA payment
15 to the LWDA. Phoenix Settlement Administrators is hereby directed to mail the Individual
16 Settlement Payments and take all other actions in furtherance of the settlement administration as
17 specified in the Settlement Agreement.

18 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in the
19 Settlement Agreement and in the Class Notice, are approved. As set forth in the Settlement
20 Agreement, by operation of the entry of this Order and Judgment and pursuant to the Settlement,
21 Named Plaintiff and all members of the Settlement Class waive, release, discharge, and promise
22 never to assert in any forum against Defendant and any past, present or future parent, subsidiary,
23 affiliate, predecessor or successor, and each of their agents, employees (current and former),
24 officers, directors, insurers, representatives, attorneys of Defendant and other persons acting on
25 their behalves any and all known and unknown claims, losses, damages, liquidated damages,
26 penalties, interest, liabilities, causes of action, civil complaints, arbitration demands or suits
27 which arise from the acts, facts, transactions, theories, occurrences, representations or omissions
28 asserted, or which could have been asserted, in the Action, including, without limitation to, all

1 claims under the California Labor Code as alleged in the Action for failure to pay overtime or
2 minimum wages, failure to timely pay wages, waiting time penalties, penalties under the Private
3 Attorneys General Act sections 2698, *et seq.*, violations of California Unfair Competition Law
4 (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), or for other remuneration whether sought under
5 statute, tort, contract, as an unfair business practice, or otherwise.

6 By means of this Final Approval Order, final judgment is entered, as defined in section
7 577 of the California Code of Civil Procedure, binding each Settlement Class Member and
8 operating as a full release and discharge of Released Claims. All rights to appeal this Order or the
9 Judgment have been waived except as specifically permitted in the Settlement Agreement.

10 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
11 obligations under the Settlement or under this Order.

12 Settlement Class Members shall have one-hundred eighty (180) days from the date of
13 issuance of the check to negotiate the check, or until June [4] ___, 2021 (the exact date when
14 checks become void gets calculated off when the final order is signed—e.g. check void date of
15 June 4, 2021 is based on final approval order being signed on December 7, 2020). Funds
16 represented by Net Settlement Payment checks returned as undeliverable and/or checks remaining
17 un-cashed for more than 180 days after issuance will be tendered to Legal Aid at Work.

18 A compliance hearing is set for _ August 27, 2021 at 8:30 a.m. in Department 11 of the
19 above-referenced Court. At least five (5) days prior to the compliance hearing, the Settlement
20 Administrator will provide a written declaration under oath to certify the total amount that was
21 paid to all class members, the amounts representing the uncashed and/or undeliverable checks,
22 and provide information as to the distribution of the un-cashed funds to be tendered to Legal Aid
23 at Work. Additionally, within thirty (30) days after the final report is filed with the Court, the
24 parties shall prepare and file a stipulation and proposed order and Proposed Amended Judgment.

25 The stipulation and proposed order shall include, inter alia, the amount of the distribution
26 of unpaid cash residue, and unclaimed or abandoned funds to the non-party, the accrued interest
27 on that sum and any other information required to be set forth pursuant to Section 68520 of the
28 Government Code, as incorporated into CCP Section 384.5. The stipulation shall be signed by


1 counsel for the class, defendant's counsel and counsel for (or an authorized representative of) the
2 non-party ("cy pres") recipient. The stipulation shall include a statement to the effect that all
3 interested persons are in accord with the amended judgment and have no objection to the entry of
4 an amended judgment. If there are objections by any party, class counsel shall immediately notify
5 the Court and the matter will be set for further hearing. Without affecting the finality of the
6 Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the action and
7 the Parties for purposes of supervising the implementation, enforcement, construction,
8 administration and effectuation of the Settlement Agreement.

9 The Parties and Phoenix Settlement Administrators are hereby ordered to implement and
10 comply with the terms of the Settlement Agreement.

11 Notice of entry of this Order and Judgment will be available on the Settlement
12 Administrator's website.

13 **IT IS SO ORDERED AND ADJUDGED.**

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15 DATED: 12-1-20

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18 _____
19 Honorable Ann I. Jones
20 Judge of the Superior Court
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