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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

KRISTINE TAVITIAN; SOPHIA AYOUB,  
individually, and on behalf of other  
aggrieved employees pursuant to the  
California Private Attorneys General Act,

Plaintiffs,

v.

LASERAWAY MEDICAL GROUP, INC. a  
California corporation; and DOES 1 through  
100, inclusive,

Defendants.

**CASE NO. BC693247**

Hon. Michael L. Stern  
Department 62

**CLASS ACTION**

**NOTICE OF AUGUST 26, 2019 RULING**

Complaint Filed: February 13, 2018  
Jury Trial Date: Vacated

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


2 **PLEASE TAKE NOTICE THAT** on August 26, 2019 at approximately 8:30 a.m. in  
3 Department 62 of the above-mentioned Court, Plaintiffs' counsel, Romina Keshishyan, of RK  
4 Legal PC, and Rami Hamoui of HM Legal Group, appeared in person on behalf of Plaintiffs  
5 Kristine Tavitian and Sophia Ayoub ("Plaintiffs") for the hearing on Plaintiffs' Motion Without  
6 Opposition For Final Approval of Class Action Settlement, Attorneys' Fees, Costs and Class  
7 Representative Enhancement Awards ("Motion For Final Approval"). Counsel for Defendant,  
8 Adam Karr of O'Melveny & Myers LLP, appeared in person on behalf of Defendant Laseraway  
9 Medical Group, Inc. ("Defendant") (collectively, the "Parties"). The Court rules as follows:

- 10 1. Plaintiffs' Motion For Final Approval is granted. The Order approving Plaintiffs'  
11 Motion For Final Approval is attached hereto.  
12 2. Plaintiffs' counsel to give notice.

13 Dated: August 26, 2019

14 Respectfully Submitted,

15 **RK LEGAL, PC**

16  
17 By:   
18 Romina Keshishyan  
19 Attorney for Plaintiffs  
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*Attorneys for Plaintiffs*

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

**AUG 26 2019**

Sherri R. Carter, Executive Officer/Clerk  
By M. Alaniz, Deputy  
M. Alaniz

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
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Defendants.

**CASE NO. BC693247**

Honorable Michael L. Stern  
Department 62

**CLASS ACTION**

**~~PROPOSED~~ FINAL APPROVAL ORDER  
AND JUDGMENT**

Date: August 26, 2019  
Time: 8:30 a.m.  
Department: 62  
**RESERVATION: 642971438902**

Complaint Filed: February 13, 2018

1 This matter has come before the Honorable Michael L. Stern in Department 62 of the  
2 above entitled Court, located at located at 111 North Hill Street, Los Angeles, California 90012, on  
3 Plaintiffs Kristine Tavitian ("Plaintiff Tavitian") and Sophia Ayoub's ("Plaintiff Ayoub")  
4 (collectively, "Plaintiffs") Motion Without Opposition for Final Approval of Class Action  
5 Settlement, Attorneys' Fees, Costs, and Class Representative Enhancement Awards ("Motion  
6 Without Opposition for Final Approval"). RK Legal, PC and HM Legal Group ("Class Counsel")  
7 appeared on behalf of Plaintiffs and the Class. O'Melveny & Myers LLP appeared on behalf of  
8 Defendant Laseraway Medical Group, Inc. ("Defendant Laseraway").

9 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Parties' Joint  
11 Stipulation of Class Action Settlement and Release (hereinfter "Settlement," Agreement," or  
12 "Settlement Agreement").

13 2. The Court finds that the applicable requirements of California Code of Civil  
14 Procedure section 382 and Rule 3.769 of the California Rule of Court have been satisfied with  
15 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional  
16 certification of the Class for settlement purposes, as set forth in the Order Granting Preliminary  
17 Approval of Class Action Settlement. The Class is hereby defined to include:

18 All current and former hourly-paid or non-exempt individuals employed by  
19 Defendant within the State of California at any time during the period from  
20 February 13, 2014 to the date of preliminary approval ("Class Period").

21 3. The Notice of Class Action Settlement ("Class Notice" or "Class Notice Packet")  
22 that was given to the Class Members fully and accurately informed the Class Members of all  
23 material elements of the Settlement and of their opportunity to object to or to seek exclusion from,  
24 the Settlement; was the best notice practicable under the circumstances; was valid, due and  
25 sufficient notice to all Class Members; and complied fully with the laws of the State of California,  
26 the United States Constitution, due process and other applicable law. The Class Notice fairly and  
27 adequately described the Settlement and provided the Class Members with adequate instructions  
28 and a variety of means to obtain additional information.



1           4.       This Court has jurisdiction over the claims of the Class Members asserted in this  
2 proceeding and over all Parties to this litigation, including the Class Members.

3           5.       A full opportunity has been afforded to the Class Members to participate in this  
4 hearing, and all Class Members and other persons wishing to be heard have been heard. The Class  
5 Members also have had a full and fair opportunity to exclude themselves from the Settlement and  
6 the Class.

7           6.       Pursuant to California law, the Court hereby grants final approval of the Settlement  
8 and finds it fair, reasonable, and adequate, and in the best interests of the Class as a whole. More  
9 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
10 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,  
11 adversarial, and arms-length negotiations between the Parties; and that the terms of the Settlement  
12 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the  
13 evidence presented, including evidence regarding the strength of the Plaintiffs' case; the risk,  
14 expense, and complexity of the claims presented; the likely duration of further litigation; the  
15 amount offered in the Settlement; the extent of investigation and discovery completed; and the  
16 experience and views of Class Counsel. The Court also recognizes there were no objections to the  
17 Settlement, and considers the requests for exclusion from the Settlement. Accordingly, the Court  
18 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the  
19 following terms and conditions.

20           7.       The Court determines that any person who timely and properly opted out of the  
21 Settlement by the Opt Out Period deadline is no longer a member of the Class, is barred from  
22 participating in the Settlement, is barred from objecting to the Settlement and will receive no  
23 benefit from the Settlement. Class Members who have not requested exclusion from the Settlement  
24 Agreement by the Opt Out Period deadline shall be bound by all determinations of the Court, the  
25 Settlement, and the Judgment.

26           8.       The Court finds that the Class Representative Enhancement Award sought, in the  
27 amount of \$10,000 to Plaintiff Tavitian and \$8,000 to Plaintiff Ayoub is reasonable in light of the  
28 risks and burdens undertaken by the Plaintiffs in this Action and for their time and effort in

1 bringing and prosecuting this matter on behalf of the Class. The requested Class Representative  
2 Enhancement Awards are hereby approved, and it is hereby ordered that the Settlement  
3 Administrator issue payment of the Class Representative Enhancement Awards in the amount of  
4 \$10,000 to Plaintiff Tavitian and \$8,000 to Plaintiff Ayoub from the Gross Settlement Amount.

5 9. The Court finds that the Settlement Administration Costs in the total amount of  
6 \$17,000.00 is reasonable costs for the administration of the Settlement. It is hereby ordered that  
7 the Settlement Administrator, CPT Group, Inc. shall issue itself a payment in the sum of  
8 \$17,000.00 from the Gross Settlement Amount.

9 10. It is hereby ordered that the Settlement Administrator shall issue settlement  
10 payments to all participating Class Members, according to the methodology and terms set forth in  
11 the Settlement Agreement.

12 11. The Court finds that the amount of \$7,500.00 allocated toward penalties under  
13 California Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code  
14 sections 2698, *et seq.*, is fair and reasonable, and is hereby approved. It is hereby ordered that the  
15 Settlement Administrator shall issue payment in the amount of \$7,500.00 to the California Labor  
16 and Workforce Development Agency ("LWDA"), according to the terms of the Settlement  
17 Agreement.

18 12. The Court finds that Class Counsel's request for attorneys' fees falls within the  
19 range of reasonableness and the results achieved justifies the award, and Class Counsel's request  
20 for attorneys' fees is hereby approved. The Court also finds that Class Counsel's actual litigation  
21 costs and expenses in prosecuting this Action, for which reimbursement is sought, are reasonable,  
22 and the request for litigation costs and expenses is hereby approved. It is hereby ordered that the  
23 Settlement Administrator shall pay to Class Counsel the amount of \$158,331.75 for attorneys' fees  
24 and the amount of \$20,000 for reimbursement of litigation costs and expenses, in accordance with  
25 the Settlement Agreement. Class Counsel fees and costs shall be deposited into the attorney-client  
26 trust account of Attorney Keshishyan of RK Legal, PC, with no fee distribution until the fee  
27 dispute between Attorney Keshishyan and former counsel for Plaintiffs, Attorney Kazanjian, has  
28 been resolved.




1           13. After entry of this Final Approval Order and Judgment, pursuant to California  
2 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement,  
3 and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement  
4 benefits, and to supervise and adjudicate any dispute arising from or in connection with the  
5 distribution of settlement benefits.

6           14. Notice of entry of this Final Approval Order and Judgment shall be given by  
7 posting a copy of the Final Approval Order and Judgment on CPT Group, Inc.'s website for ninety  
8 (90) days.

9           **IT IS SO ORDERED.**

10  
11 Dated: August 26, 2019

  
\_\_\_\_\_  
THE HONORABLE MICHAEL L. STERN  
JUDGE OF THE SUPERIOR COURT

Romina Keshishyan, Esq. Bar No.: 303522

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**CASE NO.** BC693247

Hon. Michael L. Stern  
Department 62

**PROOF OF SERVICE**

Complaint Filed: February 13, 2018  
Jury Trial Date: Vacated



1 **PROOF OF SERVICE**

2 *STATE OF CALIFORNIA, COUNTY OF LOS ANGELES*

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18  
4 and not a party to the within action. My business address is 655 N. Central Ave., Suite 1700,  
5 Glendale, California 91203.

6 On August 26, 2019, I served the foregoing document(s) described as **NOTICE OF**  
7 **AUGUST 26, 2019 RULING** on the interested parties as follows:

8 ADAM J. KARR  
9 ALLISON BADER  
10 O'MELVENY & MYERS LLP  
11 610 Newport Center Drive  
12 17<sup>th</sup> Floor  
13 Newport Beach, California 92660-6429

14 *Attorneys for Defendant*  
15 *LaserAway Medical Group, Inc.*

16 **[X] BY U.S. MAIL**

17 As follows: I am "readily familiar" with the firm's practice of collection and processing  
18 correspondence for mailing. Under that practice, it would be deposited with U.S. Postal  
19 Service on that day with postage thereon fully prepaid at Los Angeles, California in the  
20 ordinary course of business. I am aware that on motion of the party served, service is  
21 presumed invalid if postal cancellation date or postage meter date is more than one day  
22 after date of deposit for mailing an affidavit.

23 **[X] STATE**

24 I declare under penalty of perjury under the laws of the State of California that the above  
25 is true and correct.

26 Executed on August 26, 2019, at Glendale, California.

27 

28 \_\_\_\_\_  
Natalia Ratavosian