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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

HOLLIE BALLARD, an individual, on behalf
of the State of California, as a private attorney
general, and on behalf of all others similarly
situated,

Plaintiff,

v.

RAMIN TAYANI M.D., INC., a California
Corporation doing business as Tayani Institute,
West Coast Center for Surgeries, Dermabare
inside Lifetime Athletics and San Diego Eye
Care Center,

Defendant.

CASE NO: 30-2020-01172329-CU-OE-CXC

*[Assigned for all purposes to the Honorable
Judge Peter J. Wilson, Department CX102]*

**ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND FINAL
JUDGMENT**

Date: September 1, 2022

Time: 2:00 p.m.

Dept.: CX102

1 On September 1, 2022, the Court held a hearing on Plaintiff Hollie Ballard’s (“Plaintiff”) Motion
2 for Final Approval of Class Action Settlement and Attorneys’ Fees and Costs between Plaintiff and
3 Defendant RAMIN TAYANI M.D., INC. (“Defendant”).

4 Due and adequate notice having been given to Class Members, and the Court having considered
5 the Amended Joint Stipulation re: Class Action Settlement (the “Settlement” or “Settlement Agreement”)
6 (Supp. Ackermann Decl. [ROA 86] Ex. A.), all of the legal authorities and documents submitted in
7 support thereof, all papers filed and proceedings had herein, all oral and written comments received
8 regarding the proposed settlement, and having reviewed the record in this litigation, and good cause
9 appearing, the Court GRANTS final approval of the Settlement and ORDERS AND MAKES THE
10 FOLLOWING FINDINGS AND DETERMINATIONS AND ENTERS FINAL JUDGMENT AS
11 FOLLOWS:

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement and Final
13 Judgment (the “Order and Judgment”) shall have the same meanings given as those terms are used and/or
14 defined in the parties’ Settlement Agreement.¹

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Agreement, and as follows:

19 *all individuals who worked for Defendant Ramin Tayani MD. Inc. in California as non-*
20 *exempt employees from November 30, 2016 through November 9, 2021 (the “Class*
21 *Period).*

22 4. The Court deems this definition sufficient for the purpose of California Rule of Court
23 3.765(a) and for the purpose of effectuating the Settlement.

24 5. The Court finds that an ascertainable class of 153 Class Members exists and a well-
25 defined community of interests exists in the questions of law and fact involved because in the context of
26

27 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit A to the Supplemental Declaration of Crag J.
28 Ackermann in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and is made a part of this
Order and Judgment.

1 the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the
2 Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and
3 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
4 protected the interest of the Class Members.

5 6. The Court is satisfied that CPT Group, Inc. (“CPT Group”), which functioned as the
6 Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that
7 comports with California Rule of Court 3.766. The Class Notice informed the Class Members of the
8 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a
9 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at
10 the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time
11 to respond and to act were provided by each of these procedures.

12 7. Not a single Class Member filed or submitted a written objection to the Settlement as part
13 of this notice process.

14 8. Not a single Class Member opted out of the Settlement.

15 9. A single Class Member disputed his settlement share. The dispute was resolved and the
16 number of workweeks for the Class Member was increased accordingly.

17 10. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
18 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
19 all applicable requirements of the California Code of Civil Procedure, the California and United States
20 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
21 law, and in the best interests of each of the Parties and Class Members.

22 11. The Court directs the Parties to effectuate the Settlement Agreement according to its terms
23 and declares the Settlement Agreement to be binding on all Participating Class Members.

24 12. The Court finds that the Settlement Agreement has been reached as a result of informed
25 and non-collusive arm’s-length negotiations. The Court further finds that the Parties have conducted
26 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective
27 positions.

28 13. The Court also finds that Settlement now will avoid additional and potentially substantial

1 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
2 after considering the monetary recovery provided as part of the Settlement in light of the challenges
3 posed by continued litigation, and the Court concludes that Class Counsel secured significant relief for
4 Class Members.

5 14. The Settlement Agreement is not an admission by Defendant, nor is this Order and
6 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this
7 Order and Judgment, the Settlement Agreement, nor any document referred to herein, nor any action
8 taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of
9 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

10 15. The Court appoints Plaintiff Hollie Ballard as Class Representative and finds her to be
11 adequate.

12 16. The Court appoints Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef,
13 P.C. and Amir H. Seyedfarshi of Employment Rights Law Group, APC as Class Counsel, and finds each
14 of them to be adequate, experienced, and well-versed in similar class action litigation.

15 17. The terms of the Agreement, including the gross settlement amount of **\$225,000.00**, and
16 the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class
17 Member, and the Court grants final approval of the Settlement set forth in the Agreement, subject to this
18 Order and Judgment. The Court approves the following allocations, which fall within the ranges
19 stipulated by and through the Settlement Agreement:

- 20 a. The **\$6,000.00** designated for payment to CPT Group, the Settlement Administrator, is fair
21 and reasonable. The Court grants final approval of, and orders the Parties to make, the
22 payment to the Settlement Administrator in accordance with the Agreement.
- 23 b. The **\$75,000.00** requested by Plaintiff and Class Counsel for the Class Counsel's
24 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The
25 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be
26 made in accordance with the Agreement.
- 27 c. The Court awards **\$10,00.00** in litigation costs, an amount which the Court finds to be
28 reflective of the reasonable costs incurred. The Court grants final approval of and orders

1 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
2 with the Agreement and divided between counsel in proportion with their respective costs
3 expenditures.

4 d. The **\$5,000.00** requested by Plaintiff for her Class Representative Payment is fair and
5 reasonable. The Court grants final approval of and orders the Class Representative
6 Payment to be made in accordance with the Agreement.

7 e. The Court grants final approval of the **\$11,250.00** PAGA payment to the LWDA and
8 orders the payment to be made in accordance with the Agreement.

9 18. The Court orders the Parties to comply with and carry out all terms and provisions of the
10 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order and
11 Judgment, in which case the provisions of this Order and Judgment shall take precedence and supersede
12 the Settlement.

13 19. Nothing in the Settlement or this Order and Judgment purports to extinguish or waive
14 Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these
15 claims in this case if the Settlement fails to become final or effective, or in any other case without
16 limitation. The Settlement is not an admission by Defendant, nor is this Order and Judgment a finding of
17 the validity of any allegations against Defendant in the Court proceeding or any wrongdoing by
18 Defendant. Neither the Settlement nor this Order and Judgment is a finding that certification of the Class
19 is proper for any purpose or proceeding other than for settlement purposes.

20 20. All Participating Class Members shall be bound by the Settlement and this Order and
21 Judgment, including the Release of Claims² in favor of Defendant and the other Released Parties³ as set
22 forth in the Agreement, and are permanently barred and enjoined from prosecuting against Defendant and
23 the other Released Parties any and all of Class Members' Released Claims as defined in the Agreement.

24 21. Plaintiff is bound to the release of claims against Defendant and the other Released Parties

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26 ² "Released Claims" means those claims alleged in the operative PAGA letter, pending Complaint, or that reasonably could
27 have been alleged based on the facts and claims asserted in the PAGA letter and/or Complaint, and arising during the Class
28 Release Period, specifically including claims under Labor Code sections 226(a), 226(e), 226.7, 201-203, 512, 2802 and
Sections 11 and 12 of the applicable IWC Wage Order, as well as any civil penalty claims predicated on the claims alleged in
Plaintiff's PAGA letter and/or Complaint and arising during the Class and/or PAGA Period. (S.A., ¶ 1.34).

³ "Released Parties" means Defendants and all of their subsidiaries, affiliates, predecessors, successors, and related entities,
and their respective officers, directors, employees, fiduciaries, trustees, agents, and benefit plans. (S.A., ¶ 1.35).

1 as set forth in the Settlement Agreement and is permanently barred from prosecuting against Defendant
2 and the other Released Parties any and all of Plaintiff's Released Claims as defined in the Agreement.

3 22. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
4 provided in the Settlement Agreement.

5 23. The Court approves the one hundred eighty (180) day period for cashing of checks. Any
6 funds associated with stale checks that have not been cashed within one hundred eighty days (180) days
7 will be distributed pursuant to Code of Civil Procedure section 384 to the Public Law Center in Santa
8 Ana, California.

9 24. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
10 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on
11 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement
12 administration matters, and addressing such post-Judgment matters as may be appropriate under court
13 rules or applicable law.

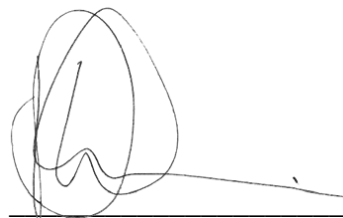
14 25. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the
15 status of distribution within sixty (60) days after all funds have been distributed.

16 26. A Final Accounting is set for **September 1, 2023 at 9:00 a.m.** in Department CX102,
17 with a final report to be submitted by counsel in the form of an Administrator Declaration at least 14
18 calendar days prior to the hearing regarding the status of the settlement administration. The final report
19 must include all information necessary for the Court to determine the total amount actually paid to Class
20 Members and the status and amount of any unclaimed funds.

21 27. This Final Judgment is intended to be a final disposition of the above captioned action in
22 its entirety and is intended to be immediately appealable.

23 **IT IS HEREBY ORDERED, ADJUDGED, and DECREED.**

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27 DATED: September 7, 2022



HON. PETER J. WILSON
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA