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11 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF LOS ANGELES**

13 RYAN NGUYEN, an individual, on behalf of
14 himself and all others similarly situated,

15 Plaintiff,

16 vs.

17 GILEAD SCIENCES, INC., a Delaware
18 Corporation, and DOES 1 through 100,

19 Defendants.

Case No.: BC679785

*[Assigned for all purposes to the Hon. Kenneth
Freeman, Dept. 14, Spring Street Courthouse]*

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**NOTICE OF COURT ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTRY OF FINAL JUDGMENT**

Action Filed: October 16, 2017
Trial Date: None Set

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PLEASE TAKE NOTICE that on March 5, 2020, the Court in Department SSC-14 of the Spring Street Courthouse entered an Order granting Final Approval of Class Action Settlement and entered Final Judgment in the above-identified action.

A True and correct copy of the Order Approving Class Settlement and Final Judgment is attached hereto as Exhibits 1.

Dated: March 5, 2020

BURROWS LAW FIRM, APC

By: _____



Christopher L. Burrows
Attorneys for Plaintiff, aggrieved employees
and the Classes

EXHIBIT 1

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAR 05 2020
Sherri R. Carter, Executive Officer/Clerk of Court
By: Berta Guerrero, Deputy

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

RYAN NGUYEN, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

GILEAD SCIENCES, INC., a Delaware
Corporation, and DOES 1 through 100,

Defendants.

Case No. BC679785

[Assigned for all purposes to
The Honorable Kenneth R. Freeman,
Dept. 14, 312 N. Spring St.]

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT, AND ATTORNEYS' FEES
AND COSTS; AND JUDGMENT

Hearing Date: March 5, 2020
Time: 10:00 a.m.
Place: Dept. 14
Judge: Hon. Kenneth R. Freeman
[Assigned for all purposes]

Action Filed: October 16, 2017
Trial Date: None

1 **[PROPOSED] ORDER**

2 The Motion of Plaintiff Ryan Nguyen (“Plaintiff”) for Final Approval of Class Action and
3 PAGA Settlement came on regularly for hearing before this Court on March 5, 2020, pursuant to
4 California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of
5 Class Action and PAGA Settlement (“Preliminary Approval Order”). Having considered the parties’
6 Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”)
7 and the documents and evidence presented in support thereof, and recognizing the sharply disputed
8 factual and legal issues involved in this case, the risks of further prosecution, and the substantial
9 benefits to be received by the Settlement Class Members pursuant to the Settlement, the Court
10 hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the
11 product of good faith, arm’s length negotiations between the parties. Good cause appearing therefor,
12 the Court hereby GRANTS Plaintiff’s Motion for Final Approval of Class Action and PAGA
13 Settlement and HEREBY ORDERS THE FOLLOWING:

14 1. Final judgment is hereby entered in conformity with the Settlement and this Court’s
15 Preliminary Approval Order. All terms used herein shall have the same meaning as defined in the
16 Settlement Agreement.

17 2. The conditional class certification contained in the Preliminary Approval Order is
18 hereby made final, and the Court thus certifies, for purposes of the Settlement, a Class defined as:
19 All current and former hourly or non-exempt employees of Defendant who worked in the State of
20 California at any time from four years preceding the date of filing of this action through the date of
21 the Court’s Preliminary Approval Order.

22 3. Plaintiff Ryan Nguyen is hereby confirmed as Class Representative, and Christopher
23 L. Burrows, Burrows Law Firm is hereby confirmed as Class Counsel.

24 4. Notice was provided to Settlement Class members as set forth in the Settlement
25 Agreement, which was approved by the Court on November 26, 2019, and the notice process has
26 been completed in conformity with the Court’s orders. The Court finds that said notice was the best
27 notice practicable under the circumstances. The Notice Packet provided due and adequate notice of
28 the proceedings and matters set forth therein, informed Class Members of their rights, and fully
satisfied the requirements of California Code of Civil Procedure section 1781(e), California Rule of

1 Court 3.769, and due process.

2 5. The Court finds that ~~2273~~ ~~0~~ Class Members objected to the Settlement, that ~~5~~ ~~(K)~~ (6)
3 Class Members validly opted out of the Settlement, and that the 99.31 % participation rate in the
4 Settlement supports final approval.

5 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement as
6 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
7 according to its terms.

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

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

18 9. The Court orders that within 10 calendar days of entry of this Effective Date (as
19 defined in the Settlement Agreement), Defendant shall deposit the amount of \$475,000.00 with CPT
20 Group, Inc. (the "Settlement Administrator"), as provided for in the Settlement Agreement.

21 10. The Court finds that the Individual Settlement Payments, as provided for in the
22 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
23 these payments in conformity with the terms of the Settlement.

24 11. The Court finds that the payment to the State of California Labor and Workforce
25 Development Agency ("LWDA") in the amount of \$5,625 for its 75% share of the civil penalties
26 allocated under the Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and
27 orders the Settlement Administrator to distribute this payment in conformity with the terms of the
28 Settlement.

12. The Court finds that a Class Representative incentive award in the amount of \$ 5,000
to Plaintiff is appropriate for the risks undertaken and his service to the Class. The Court finds that

1 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
2 payment in conformity with the terms of the Settlement.

3 13. The Court finds that attorneys' fees in the amount of \$158,317 and actual litigation
4 costs of \$ 27,122.55 for Class Counsel are fair, reasonable, and adequate, and orders that
5 the Settlement Administrator distribute these payments to Class Counsel in conformity with the
6 terms of the Settlement.

7 14. The Court orders that the Settlement Administrator shall be paid \$ 18,000.00
8 from the Gross Settlement Amount for all of its work done and to be done until the completion of
9 this matter, and finds that sum appropriate.

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

16 16. The 6 individuals who timely and validly opted-out of this Settlement and who will
17 not be bound by this judgment are: [Edwin Reyes, Victoria E. Reyes, Armando Rodriguez,
18 Ronald E. Taber, Tina Nguyen, Dudley J. Solan]

19 17. Neither Defendant nor any of the Released Parties shall have any further liability for
20 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
21 provided for by the Settlement Agreement.

22 18. Neither the making of the Settlement Agreement nor the entry into the Settlement
23 Agreement constitutes an admission by Defendant, nor is this Order a finding of the validity of any
24 claims in the Action or of any other wrongdoing. Further, the Settlement Agreement is not a
25 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
26 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be
27 construed as an admission or concession by or against Defendant or any related person or entity.

28 19. The Parties will bear their own costs and attorneys' fees except as otherwise provided
by this Court's Order awarding Class Counsels' award for attorneys' fees and litigation costs.

20. By virtue of this Judgment, all Class Members (as defined in the Settlement
Agreement), will be deemed to have, and will have, expressly waived and released Defendant and

1 any of its past, present and/or future, subsidiaries, parents, divisions, joint venturers, predecessors,
2 successors, insurers, assigns, consultants, subcontractors, their employee benefit plans and the
3 trustees, fiduciaries, and administrators of those plans, and any of their current or former employees,
4 officers, directors, servants, agents, investors, representatives, attorneys, executors, administrators,
5 and assigns, and all persons acting under, by, through, or in concert with any of them, and each of
6 them (collectively the "Released Parties") of any and all claims for wages, damages, unpaid costs,
7 penalties, liquidated damages, benefits, fringes, interest, attorney fees, litigation costs, restitution,
8 or equitable relief, which Plaintiff and Class Members had, or may claim to have, against any of the
9 Released Parties, arising out of the factual or legal theories that were alleged in the operative
10 complaint or reasonably could have been alleged based on the facts and legal theories contained in
11 the operative complaint, including all of the following claims for relief: (a) failure to pay all
12 overtime wages; (b) minimum wage violations; (c) failure to provide, authorize or permit compliant
13 meal periods or provide proper meal period premiums; (d) failure to provide, authorize or permit
14 compliant rest breaks or provide proper rest premiums; (e) waiting time penalties; (f) wage
15 statement violations; (g) unfair competition/unfair business practices; (h) civil penalties recoverable
16 under the Private Attorneys General Act ("PAGA"); (i) any other claims or penalties under the wage
17 and hour laws pleading in the Action; (j) all damages, penalties, interest and other amounts
18 recoverable under said causes of action under California and federal law, to the extent permissible,
19 including but not limited to the California Labor Code as to the facts alleged in the Action, the
20 applicable Wage Orders as to the facts alleged in the complaint; and (k) the California Unfair
21 Competition Law. (Collectively, the "Released Claims.") "Released Claims" does not include
22 those claims or damages alleged, as of October 31, 2018, in in Case No. BC682118 filed in the Los
23 Angeles Superior Court (the "Individual Case"). The period of the Release shall extend from
24 October 16, 2013 through November 26, 2019. The definition of Released Claims shall not be
25 limited in any way by the possibility that Plaintiff or Settlement Recipients may discover new facts,
26 legal theories, or legal arguments not alleged in the operative complaint but which might serve as
27 an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling
28 within the definition of Released Claims.

21. Also, by virtue of this Judgment, Plaintiff Ryan Nguyen Plaintiff, for himself and his
heirs, successors and assigns, hereby waive, release, acquit and forever discharge the Released

1 Parties, from any and all claims, actions, charges, complaints, grievances and causes of action, of
2 whatever nature and without limitation, whether known or unknown, which exist or may exist on
3 Plaintiff's behalf as of the date of the Settlement Agreement, except for those claims alleged, as of
4 October 31, 2018, in Case No. BC682118 filed in the Individual Case. By virtue of this Judgment (i)
5 any and all Class Members (including those who are not Settlement Class Members because they
6 have requested to be excluded from the Settlement), and (ii) the California Labor Workforce and
7 Development Agency, any other agency of the State of California, or any person acting on its behalf,
8 will be deemed to have, and by operation of this Judgment, will have, to the fullest extent permitted
9 by law, expressly waived and released the Released Parties of all causes of action for civil penalties
10 recoverable under the Private Attorneys General Act ("PAGA"), and factual or legal theories that
11 were alleged in the operative complaint or reasonably could have been alleged based on the facts and
12 legal theories contained in the operative complaint in support of such causes of action (the "Released
13 PAGA Claims"). The period of the release of Released PAGA Claims shall extend to November 16,
14 2015 through the Date of Preliminary Approval. The definition of Released PAGA Claims shall not
15 be limited in any way by the possibility that Plaintiff or Class Members may discover new facts,
16 legal theories, or legal arguments not alleged in the operative complaint but which might serve as an
17 alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling
18 within the definition of Released PAGA Claims.

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20 **IT IS SO ORDERED.**

KENNETH R. FREEMAN

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22 Dated: March 5, 2020

Honorable Kenneth Freeman
Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

CASE NAME: Lasha Cobbs v. Davlyn Investments, Inc.

CASE NUMBER: BC675226

I am employed in the County of LOS ANGELES, State of California. I am over the age of 18 and not a party to the within action; my business address is 8383 Wilshire Blvd., Suite 634, Beverly Hills, California 90211.

On March 5, 2020, I served the foregoing document described as:

NOTICE OF COURT ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTRY OF FINAL JUDGMENT

and hereby certify that a true and correct copy was served on counsel of record below by electronic mail via CASEANYWHERE to the following recipient:

SERVICE LIST

OGLETREE, DEAKINS, NASH, SMOAK & STEWART P.C.

Evan R. Moses, Esq.
Christopher W. Decker, Esq.
Hanna B. Raanan, Esq.
400 South Hope Street, Suite 1200
Los Angeles, California 90071

[XX] BY ELECTRONIC MAIL I served said document to be transmitted electronically pursuant to Order of the Court. The name and electronic submission was sent to the email address(es) of the person(s) set forth in the service list.

[XX] STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 5, 2020, at Beverly Hills, California.

s/s Stephanie Peralta
Stephanie Peralta