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 7 FIRST CHOICE LABORATORY

8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

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FIRST CHOICE LABORATORY,
 Petitioner,
 v.
 NAVEGAR NETWORK
 ALLIANCE, LLC F/K/A
 NAVIGANT NETWORK
 ALLIANCE, LLC,
 Respondent.

CASE NO. 2:19-cv-4658

FINAL JUDGMENT

Judge:
 Dept:
 Hearing Date:
 Hearing Time:

1 Upon the Court’s consideration of Petitioner First Choice Laboratory’s
2 (“First Choice”) Petition to Confirm Arbitration Award and all accompanying
3 documents,

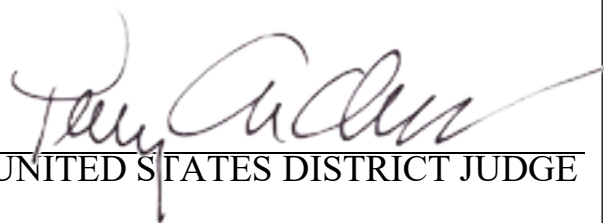
4 **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED** that
5 judgment is entered as follows:

- 6 1. The Findings of Fact, Conclusions of Law, and Final Award (the
7 “Final Award”) issued in Los Angeles, California on May 23, 2019, by
8 Arbitrator Hon. Burton S. Katz of the American Arbitration
9 Association, against Respondent Navegar Network Alliance, LLC f/k/a
10 Navigant Network Alliance, LLC (“Navegar”) and in favor of
11 Petitioner First Choice is confirmed in all respects;
- 12 2. Against Navegar and in favor of First Choice for breach of contract, in
13 the amount of \$18,000,000;
- 14 3. Against Navegar and in favor of First Choice for willful and malicious
15 conversion, in the amount of \$18,000,000 in compensatory damages;
- 16 4. Against Navegar and in favor of First Choice for willful and malicious
17 breach of fiduciary duty, in the amount of \$18,000,000 in
18 compensatory damages.
- 19 5. The damages amounts in paragraphs 2 through 4 are overlapping.
20 Thus, the total judgment for compensatory damages against Navegar
21 and in favor of First Choice is \$18,000,000.
- 22 6. Section V.G of the Laboratory Services Agreement dated August 15,
23 2016 (“Non-Circumvention”) is hereby declared unenforceable.
- 24 7. Against Navegar’s counterclaims, which are dismissed with prejudice.
- 25 8. Against Navegar and in favor of First Choice for attorneys’ fees in the
26 amount of \$450,000.
- 27 9. Against Navegar and in favor of First Choice for costs in the amount
28 of \$150,000.

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10. Post-judgment interest shall accrue against Navegar and in favor of First Choice, from the date of the Arbitrator's Final Award forward, on the total unpaid amounts owed to First Choice at the rate of 10 percent per annum, as per Cal. Civ. Proc. Code § 685.010.

DATED: July 25, 2019

By: 
UNITED STATES DISTRICT JUDGE