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

AUXAVIAIR CARTER, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

MEDLAB2020, INC. a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2022-01247444-CU-OE-CXC

CLASS ACTION

*[Assigned for all purposes to Judge Lon F.
Hurwitz, Dept. CX-103]*

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

*[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; Declarations of Justin
F. Marquez and Auxaviar Carter in Support of
Motion.]*

PRELIMINARY APPROVAL HEARING

Date: May 12, 2023

Time: 1:30 p.m.

Dept: CX-103

Complaint filed: February 28, 2022

FAC Filed: May 10, 2022

1 The Court has before it Plaintiff Auxaviair Carter’s (“Plaintiff”) Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declarations of Justin F. Marquez and Auxaviair Carter, the
4 Joint Stipulation of Class Action Settlement (which is referred herein as the “Settlement” or
5 “Settlement Agreement”), and good cause appearing, the Court hereby finds and orders as
6 follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Medlab2020,
11 Inc. (“Defendant”), attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s
12 Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court. The Court notes that Defendant has
15 agreed to pay \$290,000.00 to cover: (a) settlement payments to the class members who do not
16 validly opt out; (b) a \$20,000.00 payment for the settlement of claims for penalties under the
17 Private Attorneys General Act (“PAGA”), with 75% of which (\$15,000.00) being paid to the
18 State of California, Labor & Workforce Development Agency (“LWDA”) and 25% (\$5,000.00)
19 being paid to the PAGA Members; (c) the Class Representative service payment of up to
20 \$10,000.00 for Plaintiff; (d) Class Counsel’s attorneys’ fees, not to exceed 33 1/3% of the Gross
21 Settlement Amount (\$96,666.67), and up to \$20,000.00 in costs for actual litigation expenses
22 incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$15,000.00.

23 3. The Court preliminarily finds that the terms of the Settlement appear to be within
24 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
25 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
26 and reasonable to the class members when balanced against the probable outcome of further
27 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
28 significant informal discovery, investigation, research, and litigation have been conducted such

1 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
2 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
3 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
4 the result of intensive, serious, and non-collusive negotiations between the Parties with the
5 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
6 that the Settlement Agreement was entered into in good faith.

7 4. A Final Fairness Hearing on the question of whether the proposed settlement,
8 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
9 of claims for penalties under PAGA, and the class representative's enhancement award should
10 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
11 in accordance with the Implementation Schedule set forth below.

12 5. The Court provisionally certifies for settlement purposes only the following class
13 (the "Settlement Class"): "All current and former non-exempt hourly-paid employees who
14 worked for Defendant in California during the Class Period and did not previously sign a general
15 release of claims." Excluded from the Settlement Class are all persons who properly and timely
16 elect to opt out.

17 6. The Class Period means the period from September 3, 2017, through the date of
18 Preliminary Approval.

19 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
20 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
21 members of the Settlement Class are so numerous that joinder is impractical; (2) there are
22 questions of law and fact that are common, or of general interest, to the Settlement Class, which
23 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
24 Settlement Class; (4) Plaintiff's and Class Counsel will fairly and adequately protect the
25 interests of the Settlement Class; and (5) a class action is superior to other available methods
26 for the fair and efficient adjudication of the controversy.

27 8. The PAGA Employee Group is provisionally approved for settlement purposes
28 only. The court notes the PAGA Employee Group includes "all Class Members that worked

during the PAGA Period,” and that “PAGA Period” means the period between September 3, 2020 through the date preliminary approval is granted.

9. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Auxaviair Carter. The Court further preliminarily approves Plaintiff’s ability to request an incentive award up to \$10,000.00.

10. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel’s ability to request attorneys’ fees of up to one-third of the Total Settlement Amount (\$96,666.67), and costs not to exceed \$20,000.00.

11. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$15,000.00.

12. The Court approves, as to form and content the Class Notice, attached as **Exhibit A** to the Settlement Agreement. The Court finds, on a preliminary basis, that the plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

13. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. Any member of the Settlement Class who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

15. To facilitate the administration of the Settlement pending final approval, the Court hereby enjoins the Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has lapsed.

16. The Settlement is preliminarily approved but is not an admission by the

Defendant of the validity of any claims in the Class and PAGA action, or of any wrongdoing or violation of law by Defendant. Neither the Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Agreement and Settlement. The obligations set forth in the Agreement are deemed part of this Order.

17. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator, as those terms are defined in the Settlement Agreement	[7 days after the Court grants Preliminary Approval of the Settlement]
Settlement Administrator to mail the Class Notice	[14 days after receiving the Class List]
Response Deadline (Opt-out or dispute Workweeks)	[60 days after Class Notice is mailed]
Deadline to Provide Written Objections, if any	[60 days after Class Notice is mailed]
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs'	16 court days before hearing on Motion for Final Approval, which is August 3, 2023;
Final Approval Hearing	Friday, September 8, 2023, at 1:30 p.m., or first available date thereafter, in Department CX-103.

18. If any of the dates in the above schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

19. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Lon F. Hurwitz
Orange County Superior Court

PROOF OF SERVICE

Auxaviair Carter v. Medlab2020, Inc., et al.
30-2022-01247444-CU-OE-CXC

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **April 20, 2023**, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

R. Jeremy Adamson (251380)
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Chad S. Pehrson (261829)
cpehrson@kba.law
Andrea Coats
acoats@kba.law
KUNZLER BEAN & ADAMSON
4225 Executive Square, Suite 600
La Jolla, California 92037
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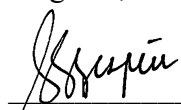
Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on April 20, 2023, at Los Angeles, California.



Sandy S. Sespene