

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 & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Layne H.
Melzer, Dept. CX102]

**JUDGMENT AND AMENDED ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Complaint filed: February 28, 2022
FAC filed: May 10, 2022
Trial date: Not set

1 On or around March 28, 2024, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class and PAGA Action Settlement. Plaintiff Auxaviar Carter
3 ("Plaintiff") now seeks an order granting final approval of the Joint Stipulation of Class and
4 PAGA Action Settlement (the "Settlement Agreement"). The Settlement Agreement is attached
5 to the Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Final Approval of
6 Class and PAGA Action Settlement as Exhibit 1 (ROA #86).

7 Due and adequate notice having been given to the Class, and the Court having reviewed
8 and considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of
9 Class and PAGA Action Settlement, the supporting declarations and exhibits thereto, all papers
10 filed and
11 proceedings had herein, and the absence of any written objections received regarding the
12 proposed
13 settlement, and having reviewed the record in this action, and good cause appearing therefor,

14 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

15 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
16 Settlement filed in this case.

17 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
18 Settlement Class Members, and Defendant Medlab2020, Inc. ("Defendant," and collectively with
19 Plaintiff, the "Parties").

20 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
21 reasonable and therefore meets the requirements for final approval. The Court grants final
22 approval of the Settlement and the Settlement Class based upon the terms set forth in the
23 Settlement Agreement, attached to the Declaration of Justin F. Marquez in Support of Plaintiff's
24 Motion for Final Approval of Class and PAGA Action Settlement as **Exhibit 1** (ROA #86).

25 4. The Court finds that the Settlement appears to have been made and entered into in
26 good faith and hereby approves the settlement subject to the limitations on the requested fees and
27 enhancement as set forth below.
28

1 5. Plaintiff and all Participating Class members shall have, by operation of this Final
2 order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
3 from all Released Claims as defined in the Settlement.

4 6. Each and every Class Member, on behalf of himself or herself and his or her heirs
5 and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which
6 will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases
7 Releasees from the following claims for the entire Class Period: 1) any and all claims stated in
8 the Action, or that could have been stated based on the facts alleged in the Action, including but
9 not limited to all state wage and hour claims (including all claims under the California Labor
10 Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest
11 periods, unreimbursed business expenses, wage statement violations, interest, penalties, and
12 attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the
13 Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3 ,
14 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, 2802, derivative claims under California
15 Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order,
16 and FLSA ("Released Claims"); 2) as to any Class Member who cashes their Settlement Payment,
17 the Settlement Administrator shall include language on the Settlement Payments that informs the
18 Class Members that the signing and negotiation of that check shall serve as the Class Member's
19 consent to join the Action for purposes of releasing all claims arising under the Fair Labor
20 Standards Act that are alleged in the Action or related to the claims stated or that could have
21 been stated in the Action, implicitly or explicitly.

22 7. As of the Effective Date, all members of the Settlement Class, except those that made
23 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
24 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
25 Released Parties for any of the Released Claims arising during the Settlement Period. No Class
26 Member has excluded themselves from the Settlement and no Class Member has objected to the
27 Settlement.
28

1 8. The Parties shall bear their own respective attorneys' fees and costs, except as
2 otherwise provided for in the Settlement and approved by the Court.

3 9. Solely for purposes of effectuating the Settlement, the Court finally certified the
4 following Class, all current and former non-exempt employees of Defendant who worked in
5 California during the Class Period.

6 10. The Class Period is September 3, 2017 to March 28, 2024.

7 11. The PAGA Period is September 3, 2020 to March 28, 2024.

8 12. No Class Members have objected to the terms of the Settlement.

9 13. The Notice provided to the Class conforms with the requirements of California
10 Rules of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the
11 circumstances, by providing individual notice to all Class Members who could be identified
12 through reasonable effort, and by providing due and adequate notice of the proceedings and of
13 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of
14 due process.

15 14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and
16 the methodology used to calculate and pay each Participating Class Member's Net Settlement
17 Payment are fair and reasonable and authorizes the Settlement Administrator to pay the Net
18 Settlement Amount to the Participating Class Members in accordance with the terms of the
19 Settlement.

20 15. Defendant shall pay a total of \$394,739.21 to resolve this litigation and to
21 separately pay any and all employer payroll taxes owed on the wage portions of the individual
22 class payments.

23 16. From the Gross Settlement Amount, \$15,000.00 shall be paid to the California
24 Labor and Workforce Development Agency, representing 75% of the penalties awarded under the
25 terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General
26 Act of 2004, California Labor Code section 2698, *et seq.*

27 17. From the Gross Settlement Amount, \$5,000.00 shall be paid to Plaintiff for his
28 service as the class representative and for his agreement to release claims.

1 18. From the Gross Settlement Amount, \$12,150.00 shall be paid to the
2 Settlement Administrator, ILYM Group, Inc.

3 19. The Court hereby confirms Arrash T. Fattahi of Wilshire Law Firm, PLC as Class
4 Counsel.

5 20. From the Gross Settlement Amount, Class Counsel is awarded \$118,421.76 for
6 their reasonable attorneys' fees and \$18,873.81 for their reasonable costs incurred in the Action.
7 The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court
8 finds that the fees are reasonable in light of the benefit provided to the Class.

9 21. Notice of entry of this Final Approval Order and Judgment shall be given to
10 Class Members by posting a copy of the Final Approval Order and the Judgment on ILYM's
11 website for a period of at least forty-five (45) calendar days after the date of entry of this Final
12 Approval Order and Judgment.

13 22. Without affecting the finality of this Order in any way, this Court retains
14 continuing jurisdiction over the implementation, interpretation, and enforcement of the
15 Settlement with respect to all Parties to this action, and their counsel of record, pursuant to
16 California Code of Civil Procedure Section 664.6 and California Rules of Court 3.769(h).

17 23. The Final Accounting hearing will be held on December 4, 2025, at 2:00 p.m., in
18 Department CX102 of the Orange County Superior Court.

19 24. Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement is
20 hereby granted and the Court directs that judgment shall be entered in accordance with the terms
21 of this Order.

22
23 **IT IS SO ORDERED.**

24 **DATE: May 22, 2025**



Hon. Layne H. Melzer
Judge of the Orange County Superior Court