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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 & REPRESENTATIVE ACTION

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

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

FINAL APPROVAL HEARING

Date: November 15, 2024
Time: 1:30 p.m.
Dept.: CX-103

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 ("Plaintiff")
3 now seeks an order granting final approval of the Joint Stipulation of Class and PAGA Action
4 Settlement (the "Settlement Agreement"). The Settlement Agreement is attached to the Declaration
5 of Justin F. Marquez in Support of Plaintiff's Motion for Final Approval of Class and PAGA Action
6 Settlement as **Exhibit 1**.

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

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

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

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

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

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

26 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
27 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
28 from all Released Claims as defined in the Settlement.

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

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

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

26 9. Solely for purposes of effectuating the settlement, the Court finally certified the
27 following Class, all current and former non-exempt employees of Defendant who worked in
28 California during the Class Period.

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

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

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

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

9 14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
10 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
11 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
12 Amount to the Participating Class Members in accordance with the terms of the Settlement.

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

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

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

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

23 19. The Court hereby confirms Justin F. Marquez and Arrash T. Fattahi of Wilshire Law
24 Firm, PLC as Class Counsel.

25 20. From the Gross Settlement Amount, Class Counsel is awarded \$131,579.74 for their
26 reasonable attorneys' fees and \$18,873.81 for their reasonable costs incurred in the Action. The fees
27 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
28 the fees are reasonable in light of the benefit provided to the Class.

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

5 22. Without affecting the finality of this Order in any way, this Court retains continuing
6 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
7 to all Parties to this action, and their counsel of record.

8 23. Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement is hereby
9 granted and the Court directs that judgment shall be entered in accordance with the terms of this
10 Order.

11 **IT IS SO ORDERED.**

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13 DATE:

14 Hon. Lon F. Hurwitz
15 Orange County Superior Court
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1 PROOF OF SERVICE