

**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]

**SECOND AMENDED [~~PROPOSED~~]
JUDGMENT AND 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 amended order granting final approval of the Joint Stipulation of
4 Class and PAGA Action Settlement (the "Settlement Agreement"). The Settlement Agreement is
5 attached to the Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Final
6 Approval of Class and PAGA Action Settlement as Exhibit 1 (ROA #86). This Second Amended
7 Judgement and Order Granting Plaintiff's Motion for Final Approval of Class and PAGA Action
8 Settlement ("Amended Order and Judgment") will supersede the Judgment and Amended Order
9 Granting Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement granted on
10 May 22, 2025 (ROA #124).

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

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

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

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

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

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

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

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

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

1 Member has excluded themselves from the Settlement and no Class Member has objected to the
2 Settlement.

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

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

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

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

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

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

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

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

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

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

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

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

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

11 21. The causes of action resolved by this Amended Order and Judgment are the
12 following: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime and
13 double time wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest
14 periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized
15 wage statements; (7) failure to indemnify employees for expenditures; (8) unfair business practices;
16 and (9) civil penalties under PAGA. These claims arose from allegations that Defendant failed to
17 properly compensate non-exempt employees for all hours worked, failed to provide compliant meal
18 and rest periods, failed to timely pay final wages, failed to furnish accurate wage statements, failed to
19 reimburse necessary business expenses, engaged in unfair competition based on the alleged Labor
20 Code violations, and is liable for civil penalties under PAGA.

21 22. The Settlement Administrator distributed \$22,204.78 on January 15, 2026 to Legal
22 Aid at Work, the *Cy Pres* Recipient. The *cy pres* distribution is intended to further the purposes of
23 the underlying claims by supporting an organization that provides legal services, education, and
24 advocacy concerning workplace rights and enforcement of employment protections for workers in
25 California. Legal Aid at Work is a nonprofit organization whose mission includes helping workers
26 understand and assert workplace rights and advocating for employment laws and systems that
27 empower low-paid workers and marginalized communities. To the extent known, the *cy pres* funds
28 will be used consistent with those purposes.

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

5 24. Without affecting the finality of this Amended Order and Judgment in any way,
6 this Court retains continuing jurisdiction over the implementation, interpretation, and
7 enforcement of the Settlement with respect to all Parties to this action, and their counsel of
8 record, pursuant to California Code of Civil Procedure Section 664.6 and California Rules of
9 Court 3.769(h).

10 25. The further Final Accounting hearing will be held on October 1, 2026, at 2:00
11 p.m., in Department CX102 of the Orange County Superior Court.

12 26. All supporting papers for the continued Final Accounting hearing shall be filed
13 and served no later than sixteen (16) court days before the hearing. If a supplemental report
14 cannot be filed by that deadline, Plaintiff's counsel shall request a continuance. Failure to
15 request a continuance may result in the issuance of an Order to Show Cause re Monetary
16 Sanctions.

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

20
21 **IT IS SO ORDERED.**

22 DATE: May 8, 2026



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