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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ALLEN CARAWAY, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

GAR LABORATORIES INC., a California
corporation; CORTECH WEST STAFFING,
LLC, a California limited liability company;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: CVRI2100812
[Consolidated with Case No. CVRI2204893]

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 1

CLASS ACTION

**[PROPOSED] AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: March 4, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Department 1

Complaint Filed: February 16, 2021
FAC Filed: May 22, 2024
Trial Date: None Set

1 On March 4, 2025 at 8:30 a.m., Plaintiffs Allen Caraway and Jaqueline Canovas'
2 (“Plaintiffs”) Motion for Final Approval of Class Action Settlement, Attorneys’ Fees and Costs,
3 and Class Representative Enhancement Payments came before the Court in Department 1 for a
4 hearing pursuant to the Order Granting Preliminary Approval of the Class Action Settlement
5 (“Preliminary Approval Order”). The Motion for Final Approval of Class Action Settlement,
6 Attorneys’ Fees and Costs, and Class Representative Enhancement Payments is based on the
7 Joint Stipulation and Settlement Agreement (“Settlement Agreement,” “Settlement,” or
8 “Agreement”) attached as **Exhibit 1** to the Declaration of Douglas Han in Support of Motion for
9 Preliminary Approval of Class Action Settlement that was filed on April 23, 2024. Since full and
10 adequate notice was given to the Class as required in the Preliminary Approval Order, and the
11 Court considered all the papers filed and proceedings held herein, it is ORDERED, ADJUDGED
12 AND DECREED THAT:

13 1. This Court has jurisdiction over the subject matter of this lawsuit and over
14 all Parties to this lawsuit, including all the Class Members.

15 2. The Court preliminarily certified this case as a class action under Code of
16 Civil Procedure section 382 pursuant to the motion for preliminary approval of the class action
17 settlement. The Class is defined as all current and former hourly-paid or non-exempt employees
18 of Defendant Gar Laboratories Inc. and all current and former hourly-paid or non-exempt
19 individuals placed at Defendant Gar Laboratories Inc. by Defendant CorTech West Staffing,
20 LLC within the State of California at any time during the period from May 1, 2018, through
21 January 31, 2024 (“Class,” “Class Members,” and “Class Period”). The “Class Members” shall
22 not include any person who submitted a timely and valid Request for Exclusion Form.

23 3. The certified Class continues to meet all the requirements of Code of Civil
24 Procedure section 382 and for the reasons set forth in the Court’s Preliminary Approval Order.

25 4. Plaintiffs are the Court-appointed class representatives.

26 5. Justice Law Corporation is the Court-appointed Class Counsel.

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1 6. The operative complaints allege that Defendant: (a) failed to pay overtime
2 wages; (b) failed to pay meal period premiums; (c) failed to pay rest period premiums; (d) failed
3 to pay minimum wages; (e) failed to pay final wages in a timely manner; (f) failed to provide
4 compliant wage statements; (g) failed to reimburse business expenses; (h) violated Labor Code
5 section 2698 (Private Attorneys General Act of 2004 ("PAGA")); and (i) violated Business &
6 Professions Code section 17200.

7 7. The motion for final approval is granted. The Court approves the
8 settlement as fair, reasonable, and adequate. Pursuant to this, the Court makes the following
9 awards and approves the following payments:

- 10 a. \$175,000 to Class Counsel as the attorneys' fees;
- 11 b. \$19,974.65 to Class Counsel as the attorneys' costs;
- 12 c. \$10,000 to each Plaintiff (totaling \$20,000) as the Class Representative
13 Enhancement Payments;
- 14 d. \$10,950 to the Settlement Administrator as the Settlement Administration
15 Costs; and
- 16 e. \$50,000 as the PAGA Payment, seventy-five percent (75%) of which
17 (\$37,500) will be paid to the California Labor and Workforce
18 Development Agency ("LWDA") and twenty-five percent (25%) of which
19 (\$12,500) will be paid to the Eligible Aggrieved Employees.

20 8. Except for the payment due under the Agreement, the Parties are each to
21 bear their own costs and attorneys' fees.

22 9. The Court approves the Agreement. The Released Parties are discharged
23 from all Released Claims in accordance with the terms of the Agreement.

24 10. The Settlement Administrator is providing settlement administration
25 services for this settlement. The Settlement Administrator received no disputes, no objections,
26 and only one (1) request for exclusion. The Class Member who requested exclusion is Norma
27 Lopez. The Court finds the notice provided to the Class Members conforms to due process
28 requirements.

1 11. Defendant agreed to settle for the non-reversionary sum of \$500,000.
2 Defendant will have no obligation to pay any amount in connection with the Settlement apart
3 from the Maximum Settlement Amount and the employer's share of payroll taxes due on the
4 portion of Individual Settlement Payments allocated to wages. According to the Settlement
5 Administrator's calculations, the gross *average* Individual Settlement Payment will be
6 approximately \$457.30, the gross *highest* Individual Settlement Payment will be about
7 \$3,799.28, and the gross *lowest* Individual Settlement Payment will be around \$12.65.

8 12. Class Counsel's investigation included discovery, reviewing personnel
9 records, policy documents, and sampling of time and pay records, and forming a damage model
10 based on all of these. The Parties mediated this case with Jeffrey A. Ross, a respected and
11 experienced mediator in wage-and-hour class actions. In connection with mediation and through
12 discussions with Defendant's counsel, Class Counsel also discussed all aspects of the case,
13 including the risks of litigation and the risks to both Parties of proceeding with a motion for class
14 certification as well as the law relating to meal and rest breaks.

15 13. Class Counsel have extensive experience with wage-and-hour class
16 litigation. Applying this experience, Class Counsel are of the opinion that the Settlement is in the
17 best interest of the Class and provides substantial benefit to the Class Members.

18 14. Applying the lodestar cross-check, Class Counsel indicate that they
19 invested 646.2 hours. The base lodestar fees calculation for Class Counsel is \$538,190, resulting
20 in a negative multiplier of 0.33. Class Counsel's hourly rates appear to be reasonable for
21 attorneys with their years of experience, and the hours spent are reasonable for this case. It also
22 appears that Class Counsel utilized their skill in litigating this case and have good reputations in
23 the legal community. It appears that Class Counsel spent an appreciable time on the case, which
24 could have been spent on other meritorious cases. Because the attorneys' fees is based on a
25 reasonable percentage of the settlement fund, is supported by the lodestar calculation, and no
26 objections were received, the Court grants final approval of the attorneys' fees of \$175,000.

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1 15. Class Counsel seek attorneys' costs of up to \$25,000. Class Counsel's
2 actual costs and expenses incurred total \$19,974.65, which appear reasonable and necessary to
3 the successful litigation of this matter. Furthermore, the maximum attorneys' costs sought was
4 disclosed to the Class Members, and no objections were received. For these reasons, the Court
5 grants final approval of the attorneys' costs of \$19,974.65.

6 16. Class Counsel seek Class Representative Enhancement Payments of
7 \$10,000 to each Plaintiff. Plaintiffs devoted several hours to this litigation, which played an
8 integral role in allowing this matter to eventually settle. Plaintiffs assisted Class Counsel by
9 participating in multiple conferences with Class Counsel, gathering and reviewing documents
10 produced with Class Counsel, providing the names and contact information of several putative
11 class members, and providing pertinent documents and information to Class Counsel. Plaintiffs
12 also helped Class Counsel prepare for mediation and made themselves available telephone
13 during mediation. Furthermore, Plaintiffs took the time to review and approve the Settlement
14 Agreement (and exhibits) before signing it. Plaintiffs freely chose to champion the rights of the
15 Class, accepted the risks and sacrifices associated with being the class representatives, and do not
16 have interests averse to the Class. No objections were received regarding the Class
17 Representative Enhancement Payments. The Court grants final approval of the Class
18 Representative Enhancement Payments of \$10,000 to each Plaintiff.

19 17. The Settlement Administrator requests Settlement Administration Costs of
20 \$10,950. Based upon the work performed and yet to be performed, including the fact the Class
21 was provided notice of the Settlement Administration Costs, and no objections were received,
22 the Court grants final approval of the Settlement Administration Costs of \$10,950.

23 18. The Court grants final approval of the PAGA Payment of \$50,000,
24 seventy-five percent (75%) of which (\$37,500) will be paid to the LWDA and twenty-five
25 percent (25%) of which (\$12,500) will be paid to the Eligible Aggrieved Employees.

26 19. The Settlement Administrator is directed to mail the Individual Settlement
27 Payments in envelopes bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK
28 IS ENCLOSED" and take all actions in furtherance of the settlement administration.

1 20. The Class Members will receive checks for their Individual Settlement
2 Payments and Individual PAGA Payments. Checks will remain negotiable for one hundred
3 eighty (180) calendar days. Any check not cashed within one hundred eighty (180) calendar days
4 will be void. The funds from the uncashed checks shall be distributed by the Settlement
5 Administrator to the State Controller's Unclaimed Property Fund.

6 21. The Settlement Administrator will mail reminder postcards to the Class
7 Members whose settlement checks have not been negotiated within sixty (60) days after their
8 mailing.

9 22. If any of the Class Members are current employees of Defendant, the
10 distribution mailed to those employees is returned to the Settlement Administrator as being
11 undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the
12 Settlement Administrator shall arrange with Defendant to have those distributions delivered to
13 the employees at their place of employment.

14 23. Once the Court grants this Order of Final Approval and Judgment, the
15 Settlement Administrator will mail a notice of entry of judgment to the Class Members alongside
16 their settlement checks via regular First-Class U.S. Mail. The notice of entry of judgment will
17 state, "The Superior Court of California, County of Riverside, granted final approval of the
18 *Caraway v. Gar Laboratories Inc.* matter, Case Number CVRI2100812 (Consolidated with Case
19 No. CVRI2204893), on March 4, 2025. As a result, the Settlement Administrator has enclosed
20 your settlement check alongside this notice of entry of judgment."

21 24. All Parties, including each and all the Class Members, are bound by this
22 Order of Final Approval and Judgment and by the Settlement Agreement. All the Class Members
23 shall be deemed to have entered the Settlement Agreement.

24 25. Without affecting the finality of this Order of Final Approval and
25 Judgment, the Court shall retain continuing jurisdiction over this lawsuit and the Parties,
26 including all the Class Members and all matters pertaining to the implementation and
27 enforcement of the terms of the Settlement. Except as provided to the contrary herein, any
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1 disputes or controversies arising with respect to interpretation, enforcement, or implementation
2 of the Settlement shall be presented by motion to the Court for resolution.

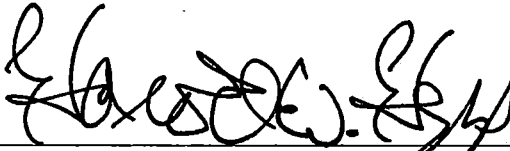
3 26. A Final Report (Nonappearance) Hearing is scheduled for October 24, 2025
4 before this same court and department. At least five (5) court days before this hearing, Plaintiffs
5 shall file a report (declaration) concerning the amount of money distributed along with a
6 proposed amended judgment.

7 27. This Order of Final Approval and Judgment is intended to be a final
8 disposition of the above-captioned action in its entirety and is intended to be immediately
9 appealable. Subject to the Court's continuing jurisdiction as set forth above, the Court directs the
10 Clerk of the Court to enter Order of Final Approval and Judgment.

11 28. There is no reason for any delay in the entry of this Order of Final
12 Approval and Judgment approving the Settlement. Pursuant to this, immediate entry by the Clerk
13 of the Court is expressly directed.

14 **IT IS SO ORDERED.**

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16 DATED: 3/4/25



HONORABLE HAROLD W. HOPP
SUPERIOR COURT JUDGE

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PROOF OF SERVICE