

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**MAR 28 2024**

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA, DEPUTY

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Attorneys for Plaintiff

**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  
AND PAGA ACTION SETTLEMENT**

**CONTINUED PRELIMINARY APPROVAL  
HEARING**

Date: March 8, 2024

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 and PAGA Action Settlement. Having reviewed the Motion for Preliminary  
3 Approval of Class and PAGA Action Settlement, the Declarations of Justin F. Marquez, and  
4 Auxaviair Carter, Christina M. LE, and Erik Dos Santos the Joint Stipulation of Class and PAGA  
5 Action Settlement (which is referred herein as the "Settlement" or "Settlement Agreement"),  
6 and good cause appearing, the Court hereby finds and orders as 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 as Exhibit 1, and as **Exhibit 1** to the Declaration of Erik A. Dos  
12 Santos, filed on March 11, 2024, Register of Actions Number 72.

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 \$5,000.00 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 Approval 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 employees of Defendant who  
14 worked in California during the Class Period." "Settlement Class Members" are those Class  
15 Members who do not submit timely exclusion requests to the Settlement Administrator. "Class  
16 Period" is defined as "September 3, 2017 through the date the Court grants preliminary  
17 approval."

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

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

28 8. The PAGA Employee Group is provisionally approved for settlement purposes

1 only. The court notes the PAGA Employee Group includes “all Class Members that worked  
2 during the PAGA Period,” and that “PAGA Period” means the period between September 3,  
3 2020 through the date preliminary approval is granted.

4 9. The Court appoints as Class Representative, for settlement purposes only,  
5 Plaintiff Auxaviar Carter. The Court further preliminarily approves Plaintiff’s ability to request  
6 an incentive award up to \$5,000.00.

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

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

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

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

19 14. Any member of the Settlement Class who does not timely and validly request  
20 exclusion from the Settlement may object to the Settlement Agreement. Class Members may  
21 submit written objections as set forth in the Settlement Agreement and Class Notice, or  
22 alternatively, appear in person or through counsel to object at the Final Approval Hearing.

23 15. Class Members who are PAGA Members cannot opt out of the PAGA Settlement,  
24 will be bound by the PAGA release, and will receive their individual PAGA Payments.

25 16. Resolution of Workweek Disputes: If a Class Member disputes the accuracy of  
26 Defendant’s records used to calculate Covered Workweeks, and the Parties’ counsel cannot  
27 resolve the dispute informally, the matter will be referred to the Settlement Administrator. The  
28 dispute should be mailed to the Settlement Administrator: ILYM Group, Inc., 14751 Plaza Dr.,

1 Ste J, Tustin, CA 92780. The Settlement Administrator will review Defendant's records and  
2 any information or documents submitted by the Class Member and issue a non-appealable  
3 decision regarding the dispute. The Class Member must submit information or documents  
4 supporting his or her position to the Settlement Administrator prior to the expiration of the  
5 Response Deadline. Information or documents submitted after the expiration of the Response  
6 Deadline will not be considered by the Settlement Administrator, unless otherwise agreed to by  
7 the Parties. In the case of a re-mailed Notice, the Response Deadline will be 46 days after the  
8 date of the re-mailed Notice.

9 17. The Settlement Administrator must provide a copy of its invoice with the affidavit  
10 for the Final Approval Hearing.

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

18 19. The Settlement is preliminarily approved but is not an admission by the  
19 Defendant of the validity of any claims in the Class and PAGA action, or of any wrongdoing or  
20 violation of law by Defendant. Neither the Agreement nor any related document shall be offered  
21 or received in evidence in any civil, criminal, or administrative action or proceeding other than  
22 such proceedings as may be necessary to consummate or enforce the Agreement and Settlement.  
23 The obligations set forth in the Agreement are deemed part of this Order.

24 20. The Court orders the following Implementation Schedule:

25 Defendant to provide Class List to the 26 Settlement Administrator, as those terms are 27 defined in the Settlement Agreement	[7 days after the Court grants Preliminary Approval of the Settlement]
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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'	14 calendar days before hearing on Motion for Final Approval, which is November 1, 2024.
Final Approval Hearing	November 15, 2024. at 1:30 p.m

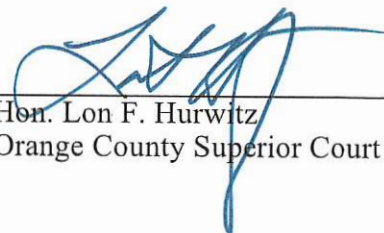
21. If any of the dates in the above schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

22. 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.

23. Under California Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769, the Court retains jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's terms.

**IT IS SO ORDERED.**

DATE: MAR 28 2024

  
 Hon. Lon F. Hurwitz  
 Orange County Superior Court