

1 This matter having come before the Honorable William F. Highberger of the Superior Court of
2 the State of California, in and for the County of Los Angeles, on March 3, 2026, with ^{Perssia} ~~Jean-Claude~~
3 ~~Lapuyade~~ ^{Razma}, Esq., of the JCL Law Firm, APC, and ~~Shani O. Zakay, Esq. of the Zakay Law Group, APLC~~
4 as counsel for Plaintiff Edralin Legaspi (“Plaintiff”), ~~Neal S. Zaslavsky, Esq. of the Law Office of Neal~~
5 ~~S. Zaslavsky, APC~~, and Heather Appleton, Esq. of Appleton Law Group, APC appearing
6 for Defendant AAA T.L.C. Health Care, Inc. (hereinafter “Defendant”). The Court, having carefully
7 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
8 appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
9 Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
12 and Class Notice (hereinafter “Settlement Agreement” or “Agreement”), a true and correct copy of
13 which is attached to the Declaration of Jean-Claude Lapuyade, Esq. in Support of Plaintiff’s Motion
14 for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. This is based on the
15 Court’s determination that the Settlement Agreement is within the range of possible final approval,
16 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California
17 Rules of Court, rule 3.769.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement, and all
19 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

20 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
21 Defendant shall pay is \$350,000.00. It appears to the Court on a preliminary basis that the settlement
22 amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the
23 probable outcome of further litigation relating to certification, liability, and damages issues. It further
24 appears that investigation and research have been conducted such that counsel for the Parties are able
25 to reasonably evaluate their respective positions. It further appears to the Court that settlement at this
26 time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would
27 be presented by the further prosecution of the litigation. It further appears that the Settlement has been
28 reached as the result of intensive, serious, and non-collusive arm’s-length negotiations.

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiff seeks Attorneys' Fees in the amount of up-to one-third of the Gross Settlement
8 Amount, currently estimated at \$116,666.67, Litigation Costs incurred not to exceed \$25,000.00, and
9 a proposed Class Representative Service Payment to the Class Representative, Edralin Legaspi, in an
10 amount not to exceed \$10,000.00. While these awards appear to be within the range of reasonableness,
11 the Court will not approve the Attorneys' Fees, Litigation Costs, or Class Representative Service
12 Payment until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 "All non-exempt employees who are or previously were employed by
18 Defendant AAA T.L.C. Health Care, Inc. as caregivers and performed work
19 in California during the period beginning on February 14, 2019, through
20 May 31, 2024."

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
24 common questions of law and fact predominate, and there is a well-defined community of interest
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
26 Class Representative are typical of the claims of the Class Members; (d) the Class Representatives will
27 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in his individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints Plaintiff Edralin Legaspi as the representative of the
4 Class.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
6 A.P.C., and Shani Zakay, of the Zakay Law Group, APLC as Class Counsel for the Class Members.

7 10. The Court hereby approves, as to form and content, the proposed Notice of Class Action
8 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the Agreement as
9 Exhibit “A”. The Court finds that the Class Notice appears to fully and accurately inform the Class
10 Members and Aggrieved Employees of all material elements of the proposed Settlement, including the
11 right of any Class Member to be excluded from the Class by submitting a written request for exclusion,
12 and of each Class Member’s right and opportunity to object to the Settlement. The Court further finds
13 that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement
14 and this Order meets the requirements of due process, is the most reasonable notice under the
15 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
16 orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the
17 Agreement.

18 11. The Court hereby appoints Apex Class Action, LLC as Administrator. After 7 days of
19 preliminary approval or court approval of Class Notice, Defendant shall provide to the Administrator
20 the Class Data, including information regarding Class Members that Defendant will in good faith
21 compile from its records, including the Class Member’s full name, last-known mailing address, Social
22 Security number, telephone number, and number of Class Period Workweeks and PAGA Pay Periods.
23 Within 14 calendar days of preliminary approval, the Administrator shall mail the Class Notice to all
24 identified, potential Class Members via first class U.S. Mail using the most current mailing address
25 information available.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
28 Settlement as provided in the Notice by following the instructions for requesting exclusion from the

1 Settlement of the Released Class Claims that are set forth in the Class Notice. All requests for exclusion
2 must be postmarked or received by the Response Deadline which is 45 calendar days after the date the
3 Class Notice is mailed to the Class Members or, in the case of a re-mailed Class Notice, not more than
4 fourteen (14) calendar days from the date of re-mailing of the Class Notice. Any such person who
5 chooses to opt out of and be excluded from the class action portion of the Settlement will not be entitled
6 to an Individual Settlement Payment under the Settlement and will not be bound by the class action
7 portion of the Settlement, or have any right to object, appeal or comment thereon. Class Members who
8 have not requested exclusion shall be bound by all determinations of the Court, the Agreement and
9 Judgment. A request for exclusion may only opt out that particular individual, and any attempt to affect
10 an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

11 13. Any Class Member who has not opted out may appear at the final approval hearing and
12 may object or express the Class Member's views regarding the Settlement and may present evidence
13 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
14 by the Court as provided in the Class Notice. Class Members will have 45 calendar days from the date
15 the Administrator mails the Class Notice to postmark their written objections to the Administrator.

16 14. A final approval hearing shall be held before this Court on 9/3/26 at
17 11 AM in Department 10 of the Los Angeles County Superior Court to determine all necessary
18 matters concerning the Settlement, including: whether the proposed Settlement of the Action on the
19 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
20 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
21 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
22 reasonable to the Class; and to finally approve the Attorneys' Fees, Litigation Costs, Class
23 Representative Service Payments, and the Administration Expenses Payment. All papers in support of
24 the motion for final approval and the motion for Attorneys' Fees, Litigation Costs and Class
25 Representative Payments shall be filed with the Court and served on all counsel no later than 10 days
26 before filing the Motion for Final Approval.

27 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
28 shall be construed as a concession or admission by Defendant in any way, and shall not be used as

1 evidence of, or used against Defendant as an admission or indication in any way, including with respect
2 to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth
3 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
4 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
5 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as
6 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
7 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
8 liability, fault, wrongdoing, omission, concession or damage.

9 16. In the event the Settlement does not become effective in accordance with the terms of the
10 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
11 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
12 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
13 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
14 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
15 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

16 17. Pending final determination of whether the Settlement should be approved, the Class
17 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,
18 intervening in, instigating or in any way participating in the commencement or prosecution of any
19 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
20 any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a
21 timely request for exclusion pursuant to the Agreement.

22 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
23 and all dates provided for in the Agreement without further notice to Class Members and retains
24 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

25
26 Dated: 03/03/2026



A. F. Highberger

JUDGE OF THE SUPERIOR COURT / Judge