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Attorneys for Plaintiff, JANNET MELISSA SUASTI,
on behalf of herself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JANNET MELISSA SUASTI, an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

PREMIERE MEDICAL CENTER OF
BURBANK, a California stock corporation;
PEOPLE 2.0 GLOBAL LLC, a Delaware
limited liability company; MICHAEL D.
MARSH, , an individual; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23STCV29459
Consolidated Case No.: 24STCV02991

[Assigned for all purposes to the Hon. William
F. Highberger in Dept 10]

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

FILED
Superior Court of California
County of Los Angeles

02/20/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

1 This Court, having considered the Motion of Plaintiff, Jannet Melissa Suasti (“Plaintiff”), for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Brandon M. Chang, David D. Bibiyan, Plaintiff Jannet Melissa Suasti, and Sean Hartranft, the
5 Class and PAGA Settlement Agreement (the “Settlement,” “Settlement Agreement” or
6 “Agreement”), the proposed Notice of Proposed Class Action Settlement and Date for Final
7 Approval Hearing (“Class Notice”), and other documents submitted in support of the Motion for
8 Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members” or “Class Members”) for the purpose of settlement only: all current and former
13 non-exempt, hourly-paid employees who performed work at Premiere Medical Center of Burbank,
14 and are/were employed by either People 2.0 Global LLC, or Premiere Medical Center of Burbank
15 during the period from December 1, 2019, through May 13, 2025 (“Class Period”) in the State of
16 California.

17 3. The Court preliminarily appoints the named Plaintiff, Jannet Melissa Suasti, as the
18 Class Representative. The Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel
19 of Bibiyan Law Group, as Class Counsel.

20 4. “Defendants” means named defendants Premiere Medical Center of Burbank, People
21 2.0 Global LLC, and Michael D. Marsh.

22 5. The Court preliminarily approves the proposed class settlement upon the terms and
23 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
24 settlement appears to be within the range of reasonableness of settlement that could ultimately be
25 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
26 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
27 probable outcome of further litigation relating to liability and damages issues. It further appears that
28 extensive and costly investigation and research has been conducted such that counsel for the parties

1 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
2 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
3 delay and risks that would be presented by the further prosecution of the Action. It further appears
4 that the settlement has been reached as the result of intensive, non-collusive and arms-length
5 negotiations utilizing an experienced third-party neutral.

6 6. The Court approves, as to form and content, the Class Notice that has been submitted
7 herewith.

8 7. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
9 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
10 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
11 with the requirements of law and appears to be the best notice practicable under the circumstances.

12 8. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$200,000.00, which is inclusive of: attorneys' fees of up to one third (1/3) of
14 the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement,
15 amounts to \$66,666.67, in addition to actual costs incurred of up to \$30,000.00; a service award of
16 \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$5,990.00; and Private
17 Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$25,000.00, of which
18 \$18,750.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
19 \$6,250.00 (25%) to Aggrieved Employees.

20 9. "Aggrieved Employees," means all current and former non-exempt, hourly-paid
21 employees who performed work at Premiere Medical Center of Burbank and are/were employed by
22 either People 2.0 Global LLC, or Premiere Medical Center of Burbank, from December 1, 2022
23 through May 13, 2025 (the "PAGA Period") in the State of California.

24 10. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
25 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

26 11. Class Member's "Workweek" means any week during which a Class Member was
27 employed by Defendants for at least one day in a non-exempt, hourly-paid position during the Class
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1 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as
2 applicable).

3 12. Defendants represent that there are approximately 7,849 Workweeks during the Class
4 Period, with a class size comprised of approximately 100 Class Members, including Plaintiff. In the
5 event the number of workweeks worked by Class Members during the Class Period increases by
6 more than 10%, or 785 workweeks, then: (1) at Defendants' election, the Gross Settlement shall be
7 increased proportionally by the Workweeks in excess of 8,634 Workweeks multiplied by the
8 workweek value; (2) the Class Period and the PAGA Period shall end on the date the number of
9 Workweeks reaches 8,634. The Workweek Value shall be calculated by dividing the originally
10 agreed-upon Gross Settlement Amount (\$200,000.00) by 7,849, which amounts to a Workweek
11 Value of \$25.48. Thus, for example, should there be 8,700 Workweeks in the Class Period, and
12 Defendants elect option (1), then the Gross Settlement Amount shall be increased by \$1,681.68
13 $((8,700 \text{ Workweeks} - 8,634 \text{ Workweeks}) \times \$25.48 \text{ per Workweek})$. Defendants must exercise the
14 option to modify the end date of the Class and PAGA Periods at least 30 days before the first set
15 hearing on Plaintiff's Motion for Preliminary Approval.

16 13. "Net Settlement Amount" means the Gross Settlement Amount, less the following
17 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
18 Payment, Class Representative Enhancement Fee, Class Counsel Fees Payment, Class Counsel
19 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid
20 to Participating Class Members as Individual Class Payments.

21 14. The Net Settlement Amount, currently estimated to be no less than \$64,843.33,
22 available to pay Class Members that was determined by subtracting the requested Class Counsel
23 Fees Payment (\$66,666.67), Class Counsel Litigation Expenses Payment (not to exceed
24 \$30,000.00), Class Representative Incentive Award to Plaintiff (\$7,500.00), the PAGA Penalties
25 (\$25,000.00), and Administration Expenses Payment (not to exceed \$5,990.00) from the Gross
26 Settlement Amount (\$200,000.00).

27 15. The Court deems Apex Class Action LLC. ("Settlement Administrator" or "Apex"
28 or "Administrator"), the Settlement Administrator, and payment of administrative costs, not to

1 exceed \$5,990.00 out of the Gross Settlement Amount for services to be rendered by Apex on behalf
2 of the class.

3 16. Not later than 21 days after the Court's entry of the order granting Preliminary
4 Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the
5 Administrator, in the form of a Microsoft Excel spreadsheet. "Class Data" means Class Member
6 identifying information in Defendants' custody, possession, or control, including the Class Member's: (1)
7 name; (2) last known address(es); (3) last known telephone number(s); (4) last four digits of the last known
8 Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire
9 dates(s) and/or separation date (s)).

10 17. To protect Class Members' privacy rights, the Administrator must maintain the Class
11 Data in confidence, use the Class Data only for purposes of this Settlement and for no other
12 purpose, and restrict access to the Class Data to Administrator employees who need access to
13 the Class Data to effect and perform under the Agreement. Defendants have a continuing duty to
14 immediately notify Class Counsel if they discover that the Class Data omitted Class Member
15 identifying information and to provide corrected or updated Class Data as soon as reasonably
16 feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to
17 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

18 18. Using best efforts to perform as soon as possible, and in no event later than 14 days
19 after receiving the Class Data, the Administrator will send to all Class Members identified in the
20 Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, with
21 Spanish translation, substantially in the form attached to the Agreement as Exhibit A.

22 19. Before mailing the Class Notices, the Administrator shall update the Class Member
23 addresses using the National Change of Address database.

24 20. Not later than 3 business days after the Administrator's receipt of any Class Notice
25 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
26 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
27 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
28 most current address obtained. The Administrator has no obligation to make further attempts to

1 locate or send the Class Notice to Class Members whose Class Notice is returned by the USPS a
2 second time.

3 21. "Response Deadline" means the 45 calendar days following the date the Settlement
4 Administrator mails the Notice to the Class Members and Aggrieved Employees, unless a Class
5 Member's Notice is re-mailed prior to the original Response Deadline, in which case the said Class
6 Member's Response Deadline will be extended to the date that is 15 calendar days from the re-
7 mailing. Any Request for Exclusion, Notice of Objection, and/or Workweeks Dispute must be
8 submitted to the Settlement Administrator postmarked by the Response Deadline.

9 22. Class Members who wish to exclude themselves from (opt-out of) the Class
10 component of the Settlement must send the Administrator, by mail, a signed written Request for
11 Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an
12 additional fifteen (15) days for Class Members whose Class Notice is re-mailed). A Request for
13 Exclusion is a letter from a Class Member or his/her representative, signed by the Class Member,
14 that reasonably communicates the Class Member's election to be excluded from the Settlement and
15 includes the Class Member's name, signature, the last four digits of their Social Security Number,
16 address, and email address or telephone number. To be valid, a Request for Exclusion must be timely
17 postmarked by the Response Deadline.

18 23. Each Class Member shall have 45 days after the Administrator mails the Class Notice
19 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
20 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
21 Class Notice. The Class Member may challenge the allocation by communicating with the
22 Administrator via mail. The Administrator must encourage the challenging Class Member to submit
23 supporting documentation. In the absence of any contrary documentation, the Administrator is
24 entitled to presume that the number of Workweeks and/or PAGA Pay Periods contained in the Class
25 Notice are correct so long as they are consistent with the Class Data. The Administrator's
26 determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be
27 final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
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1 provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense
2 Counsel and Class Counsel and the Administrator's determination the challenges.

3 24. Only Participating Class Members may object to the class action components of the
4 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
5 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
6 Payment, and/or Class Representative Enhancement Fee.

7 25. Participating Class Members may send written objections to the Administrator, by
8 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
9 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
10 Member who elects to send a written objection to the Administrator must do so not later than forty-
11 five (45) days after the Administrator's mailing of the Class Notice (plus an additional fifteen (15)
12 days for Class Members whose Class Notice was re-mailed).

13 26. If a Class Member submits both an objection and a Request for Exclusion, the
14 Request for Exclusion will control, and the Objection will be overruled.

15 27. Before the date by which Plaintiff is required to file the Motion for Final Approval
16 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
17 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
18 obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class
19 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
20 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
21 number of written objections and attach the Exclusion List. The Administrator will supplement its
22 declaration as needed or requested by the Parties and/or the Court

23 28. For any Class Member or Aggrieved Employee whose check is uncashed after 180
24 days of issuance, it shall be canceled and funds associated with such checks shall be transmitted to
25 the California Controller's Office, Unclaimed Property Fund in the name of the Class Member,
26 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil
27 Procedure section 384(b).

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1 29. All papers filed in support of final approval, including supporting documents for
2 attorneys' fees and costs, shall be filed by 6/24/26.

3 30. A Final Fairness and Approval Hearing shall be held with the Court on
4 7/17/26 at 11:00 a.m in Department 10 of the above-entitled Court to determine:

5 (a) whether the proposed settlement is fair, reasonable and adequate, and should be finally approved
6 by the Court; (b) the amount of attorneys' fees and costs to be awarded to Class Counsel; (c) the
7 amount of service award to the Class Representative; (d) the amount to be paid to the Settlement
8 Administrator; and (e) the amount to be apportioned to PAGA and/or paid to the LWDA and
9 Aggrieved Employees.

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11 **IT IS SO ORDERED.**

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13 Dated: 02/20/2026



W.F. Highberger

Judge of the Superior Court
William F. Highberger / Judge

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