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

FILED

Superior Court of California
County of Los Angeles

07/17/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

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 and
aggrieved,

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 with Case No. 24STCV02991)

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

~~[PROPOSED]~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

1 This matter having come before the Court on July 17, 2026 for a Final Approval Hearing
2 pursuant to the Order of this Court granting Preliminary Approval (“Preliminary Approval Order”)
3 of the Class and Representative Action Settlement upon the terms set forth in the Class and PAGA
4 Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) submitted in
5 support of the Motion for Preliminary Approval of Class and Representative Action Settlement and
6 Provisional Class Certification for Settlement Purposes Only; and due and adequate notice having
7 been given to the Class Members as required in the Preliminary Approval Order; and the Court
8 having considered all papers filed and proceedings had herein and otherwise being fully informed
9 and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED**
10 **THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement;
12 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference into
14 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
17 to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”
19 “Settlement Class Members” or “Class Members”): all current and former non-exempt, hourly-paid
20 employees who performed work at Premiere Medical Center of Burbank, and are/were employed by
21 either People 2.0 Global LLC, or Premiere Medical Center of Burbank during the period from
22 December 1, 2019, through May 13, 2025 (“Class Period”) in the State of California.

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

27 6. “Plaintiff” refers to plaintiff Jannet Melissa Suasti.
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2 7. The “Released Parties” shall include: Premiere, Marsh, People 2.0, Office Works (the
3 placement agency for People 2.0 payrolled employees), as well as each and all of their past and
4 present parent(s), subsidiary(ies), and affiliated corporations, entities, divisions, general and limited
5 partners, joint venturers and affiliates, and each of their respective current and former directors,
6 officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers,
7 shareholders (both legal and beneficial), attorneys, advisors, representatives, general partners,
8 limited partners, joint venturers, and affiliated companies, staffing agencies, and each of their
9 respective executors, predecessors, successors, assigns, trustees, and legal representatives in their
10 representative and individual capacities whether under Lab. Code sections 558, 558.1 or otherwise,
11 during the Release Period.

12 8. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
13 and on the date after Defendants fully fund the Gross Settlement Amount and all employer payroll
14 taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and
15 Class Counsel will release claims against all Released Parties as follows:

16 a. For the duration of the Class Period, all Participating Class Members, on behalf of
17 themselves and their respective former and present representatives, agents, attorneys,
18 heirs, administrators, successors, and assigns, release Released Parties from all
19 claims that were alleged, or reasonably could have been alleged, based on the facts
20 stated in the Operative Complaint including: (1) failure to pay overtime wages; (2)
21 failure to pay minimum wages; (3) failure to provide meal periods and compensation
22 in lieu thereof; (4) failure to provide rest periods and compensation in lieu thereof; (5)
23 failure to pay all wages due upon termination; (6) failure to provide accurate wage
24 statements; (7) failure to timely pay wages during employment; (8) violation of Labor
25 Code section 2802; (9) violation of Labor Code section 227.3 (based upon failure to
26 pay unused vacation time) (10) violation of California Business & Professions Code
27 section 17200, *et seq.* based upon unfair competition
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1 b. For the duration of the PAGA Period and to the extent permitted by law, the LWDA
2 and the State of California, by and through Plaintiff as an agent and proxy of the
3 LWDA, release the Released Parties from all claims for PAGA penalties that were
4 alleged, or reasonably could have been alleged, based on the facts stated in the
5 Operative Complaint and the PAGA Notice.

6 9. Distribution of the Notice Of Proposed Class Action Settlement And Date For Final
7 Approval Hearing (“Class Notice”) directed to the Class Members as set forth in the Settlement
8 Agreement and the other matters set forth herein have been completed in conformity with the
9 Preliminary Approval Order, including individual notice to all Class Members who could be
10 identified through reasonable effort, and was the best notice practicable under the circumstances.
11 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
12 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
13 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

14 10. There were five (5) requests for Exclusion from the following individuals: Blanca
15 Espinoza, Benjamin Maldonado, Natalie Maldonado, Nestor Maldonado Jr., and Nestor Maldonado
16 Sr. Therefore, Blanca Espinoza, Benjamin Maldonado, Natalie Maldonado, Nestor Maldonado Jr.,
17 and Nestor Maldonado Sr. are excluded from the Settlement and will not be bound by the Judgment.

18 11. Zero (0) Class Members objected to the Settlement.

19 12. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
20 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
21 settlement under California law, including the provisions of Code of Civil Procedure section 382
22 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
23 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

24 13. This Court hereby approves the settlement set forth in the Settlement Agreement and
25 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
26 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
27 as a result of intensive, serious and non-collusive arm’s-length negotiations. The Court further finds
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1 that the Parties have conducted extensive and costly investigation and research, and counsel for the
2 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
3 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be
4 presented by the further prosecution of this Action. The Court has noted the significant benefits to
5 the Class Members under the Settlement. The Court also finds that the class is properly certified as
6 a class for settlement purposes only.

7 14. The Court approves plaintiff Jannet Melissa Suasti as the Class Representative.

8 15. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,
9 as Class Counsel.

10 16. The Court approves Apex Class Action Administration (“Apex”) as the Settlement
11 Administrator.

12 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of
13 \$66,666.67, which is one third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
14 In addition, the Court awards Class Counsel reimbursement of their costs of \$19,533.71 to be
15 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
16 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
17 Agreement.

18 18. The Court hereby approves an enhancement award of \$7,500.00 to Plaintiff, in
19 consideration of her time, effort, and risk incurred on behalf of the Settlement Class. Plaintiff also
20 provided a general release and a waiver of rights pursuant to California Civil Code section 1542.
21 The enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
22 Settlement Amount as set forth in the Settlement Agreement.

23 19. The Court hereby approves the Settlement Administrator's cost in the amount of
24 \$5,990.00. The Settlement Administrator, Phoenix Class Action Administration Solutions, shall be
25 paid the cost of administration of the settlement from the Gross Settlement Amount.

1 20. The Court hereby approves the PAGA penalties amount of \$25,000.00, of which
2 \$18,750.00 shall be paid to the LWDA and the remaining \$6,250.00 to be distributed to the
3 Aggrieved Employees.

4 21. The Net Settlement Amount of \$75,309.62 available to pay Settlement Class Members
5 was calculated by subtracting the requested Class Counsel Fees Payment (\$66,666.67), Class
6 Counsel's costs (\$19,533.71), enhancement award to Plaintiff (\$7,500.00), costs of settlement
7 administration (\$5,990.00), and the PAGA penalties (\$25,000.00) from the Gross Settlement
8 Amount (\$200,000.00).

9 22. Except as expressly provided herein, the Parties each shall bear all their own fees and
10 costs in connection with this matter.

11 23. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts
12 necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the
13 Administrator within the later of either: (1) thirty (30) days after Court's entry of this Order Granting
14 Final Approval of the Settlement; or (2) March 15, 2027.

15 24. "Effective Date" means: (a) the day after the last date to appeal Final Approval and
16 judgment by the Court and no appeal is filed; or (b) if an appeal is filed, review or writ is sought
17 from the Judgment, the day after the Judgment is affirmed or the appeal, review or writ is dismissed
18 or denied, and the Judgment is no longer subject to further judicial review.

19 25. On the Effective Date, the Administrator will mail checks for all Individual Class
20 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
21 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
22 Payment and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
23 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
24 Payment shall not precede disbursement of Individual Class Payments and the Individual PAGA
25 Payments.

26 26. Individual Settlement Payment checks shall remain valid and negotiable for one
27 hundred and eighty (180) calendar days after the date of their issuance. Thereafter, checks for such
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1 payments shall be canceled and funds associated with such checks shall be transmitted to the
2 California Controller's Office, Unclaimed Property Fund in the name of the Class Member, thereby
3 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
4 section 384(b).

5 27. The Court finds that the class settlement on the terms set forth in the Settlement
6 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
7 the released claims against Defendant.

8 28. A ~~Hearing~~ ^{NACR} Re: Final Administration of the Class Action Settlement is hereby scheduled
9 for 11/10/27, at 9: a.m, in Department 10 of the above entitled Court. At
10 least five (5) court days prior to said Hearing, the Parties shall file a declaration confirming that the
11 claims have been paid and that administration of all the terms and conditions of the class action
12 settlement have been completed. Should the Court find that said declaration has sufficiently
13 evidenced full and complete administration of the class action settlement, the Hearing Re: Final
14 Administration of the Class Action Settlement will go off-calendar.

15 29. Pursuant to California Code of Civil Procedure section 664.6, after entry of the
16 Judgment, the Superior Court will have continuing jurisdiction over the Actions and the Settlement
17 solely for purposes of (i) enforcing this Settlement, (ii) addressing settlement administration
18 matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or
19 applicable law.

20 **IT IS SO ORDERED.**

21 Dated: 7/17, 2026



W. F. Higginbotham

William F. Higginbotham, Judge