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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ERICKA JEAN PASLEY and ZENA JONES, individuals and on behalf of all others similarly situated,

Plaintiffs,

v.

DESERT HAVEN ENTERPRISES, a California nonprofit corporation; and DOES 1 through 100, inclusive,

Defendant.

CASE NO.: 24STCV23115
Related to PAGA action no.: 24STCV27110

[Assigned for all purposes to Honorable Carolyn Kuhl in Dept. 12]

~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY

This Court, having considered the Motion of Plaintiffs Ericka Jean Pasley and Zena Jones (collectively, "Plaintiffs") for Preliminary Approval of the Class Action and PAGA Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations of Megan R. Lazar, David D. Bibiyan, Ericka Jean Pasley, Zena Jones, and Sean Hartranft, the Class and PAGA Settlement Agreement (the "Settlement," "Settlement Agreement," or "Agreement"), the proposed Notice of Class Action Settlement ("Class Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby ORDERS, ADJUDGES AND DECREES THAT:

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

2. The Court conditionally certifies the following settlement class ("Settlement Class," "Settlement Class Members," or "Class Members") for the purpose of settlement only: all persons currently or formerly employed by defendant Desert Haven Enterprises ("Defendant"), either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt employees during the period from June 2, 2024, through April 10, 2026 ("Class Period"), in the State of California.

3. The Court preliminarily appoints Plaintiffs Ericka Jean Pasley and Zena Jones as Class Representatives. The Court also preliminarily appoints David D. Bibiyan, Vedang J. Patel, Jason Rothman, and Megan R. Lazar of Bibiyan Law Group, P.C. as Class Counsel.

4. The Court preliminarily approves the proposed class and PAGA settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement appears to be within the range of reasonableness and may ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the Settlement amount is fair, adequate, and reasonable as to all potential Class Members and Aggrieved Employees when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that extensive investigation and research have been conducted such that counsel for the Parties at this time are reasonably able to evaluate their respective positions. It further appears

to the Court that the Settlement at this time will avoid substantial additional costs to all Parties, as well as the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of intensive, non-collusive, and arm's-length negotiations utilizing an experienced third-party neutral.

5. The Court approves, as to form and content, the Class Notice that has been submitted herewith as Exhibit A to the Settlement Agreement.

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

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount of $329,000.00, which is inclusive of: attorneys' fees of not more than one-third (1/3) of the Gross Settlement Amount, which amounts to $109,666.67; actual litigation costs and expenses incurred of up to $50,000.00; Class Representative Service Payments to Plaintiffs of not more than $10,000.00 each, for a total of $20,000.00; costs of settlement administration of no more than $6,750.00, except upon a showing of good cause and Court approval; and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of $32,900.00, of which $21,385.00 (65%) will be paid to the Labor and Workforce Development Agency ("LWDA") and $11,515.00 (35%) will be distributed to "Aggrieved Employee", defined as all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt employees during the period from June 2, 2024, through the end of the Class Period ("PAGA Period"), in the State of California.

8. The Gross Settlement Amount expressly excludes employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately by Defendant.

9. Class Member's "Workweek" shall mean any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

10. Defendant represents that there are no more than 14,718 workweeks during the Class Period. In the event the number of workweeks during the Class Period increases by more than 10%, or more than 1,472 workweeks, then the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 14,718 multiplied by the workweek value. The workweek value shall be calculated by dividing the Gross Settlement Amount by 14,718 workweeks. The Parties agree that the workweek value amounts to $22.35 per workweek ($329,000 / 14,718 workweeks). Thus, for example, should there be 16,800 workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $46,532.70, calculated as (16,800 workweeks – 14,718 workweeks) x $22.35/workweek.

11. The Court appoints Apex Class Action Administration, through Sean Hartranft, as Settlement Administrator and preliminarily approves payment of administration costs not to exceed $6,750.00 from the Gross Settlement Amount, except upon a showing of good cause and Court approval.

12. Not later than seven (7) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant shall deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. "Class Data" means Class Member identifying information in Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

13. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effectuate and perform under the Agreement.

14. As soon as practicable after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service mail, the Class Notice with Spanish translation, substantially in the form attached to the Settlement Agreement as Exhibit A. Before mailing the Class Notice, the Administrator shall update Class

Member addresses using the National Change of Address database. The Class Notice shall include an estimate of each Class Member's Individual Class Payment and, if applicable, Individual PAGA Payment, together with the number of Workweeks and PAGA Pay Periods used to calculate those amounts.

15. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained.

16. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

17. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

18. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

19. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice to dispute the number of Workweeks and, if applicable, PAGA Pay Periods attributed to the Class Member. Any such dispute must be submitted in writing to the Administrator.

20. Only Participating Class Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement and/or the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments.

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

22. Defendant shall fully fund the Gross Settlement Amount and shall also pay all employer-side payroll taxes required by law, by transmitting the funds to the Settlement Administrator within fourteen (14) calendar days after Final Approval of the Settlement, assuming there are no objections or appeals.

23. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, as the Court-approved cy pres recipient.

24. All papers filed in support of final approval, including supporting documents for attorneys' fees and costs, shall be filed by 16 court days prior to the final approval hearing date.

25. A Final Approval Hearing shall be held on April 27, 2027 at 10:30 am, 2026, at _____ _.m. in Department 12 of the above-entitled Court to determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amounts of the

Class Representative Service Payments to Plaintiffs; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

IT IS SO ORDERED.

Dated: 10/26/2026

Carolyn B. Kuhl / Judge

Judge of the Superior Court