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Superior Court of California
County of Los Angeles
10/29/2026
David W. Slayton, Executive Officer / Clerk of Court
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NARINE MADATYAN, ARSINEH TOPALIANFARD,
MIKI SUE APODACA, JOANNA GOSLIN, and ELIZABETH HALL
(Additional attorneys for Plaintiffs on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

NARINE MADATYAN, ARSINEH TOPALIANFARD, MIKI SUE APODACA, JOANNA GOSLIN, and ELIZABETH HALL, on behalf of themselves, all others similarly situated, and as "aggrieved employees" on behalf of other "aggrieved employees" under the Labor Code Private Attorneys General Act of 2004,

Plaintiffs,

vs.

TARLANI CORP., a California corporation; ALLIANCE HEALTH SERVICES, INC., a California corporation; MILLENIUM HEALTHCARE SERVICES, INC.; MARGARITA TARLANIAN, a natural person; and ARTHUR TARLANIAN, a natural person; and DOES 1–50, inclusive,

Defendants

Case No. (Goslin) 24STCV11142
[*Related Case No. Madatyan 24STCV16890*]

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFFS NARINE MADATYAN, ARSINEH TOPALIANFARD, MIKI SUE APODACA, JOANNA GOSLIN, AND ELIZABETH HALL'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Hearing Information

Date: ~~July 16, 2026~~ 10/29/2026
Time: 10:00 a.m.
Dept: 15
Judge: Hon. Timothy Patrick Dillon

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The Motion of Plaintiffs Narine Madatyan, Arsineh Topalianfard, Miki Sue Apodaca, Joanna Goslin, and Elizabeth Hall (collectively "Plaintiffs") for Preliminary Approval of a Class Action Settlement (the "Motion") was considered by the Court, The Honorable Timothy Patrick Dillion presiding. The Court having considered the Motion, the First Amended Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement"), and supporting papers, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement filed as Exhibit 1 to the Declaration of ~~Louis~~ Carly Nese filed on 10.26.26 ~~Benowitz~~ in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

2. All terms herein shall have the same meaning as defined in the Settlement.

3. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. The Court will make a determination at the hearing on the motion for final approval of class action settlement (the "Final Approval Hearing") as to whether the Settlement is fair, adequate and reasonable to the Settlement Class.

4. For purposes of this Preliminary Approval Order, the "Class" or "Settlement Class" is defined as, "[A]ll non-exempt individuals that worked for Defendants in California during the Class Period on an hourly or piece-rate basis. The Class does not include those classified as independent contractors by Defendants." (Settlement, ¶ 1.5.) The "Class Period" means one of the following: "1) For employees who were participating class members in the matter of *Stephanie Cuevas v. Tarlani Corp.*, San Bernardino Superior Court, Case No. CIVSB2202953, the class period means April 24, 2023 through September 12, 2025 or 2) For all employees who were not participating class members in the matter of *Cuevas*, who are within the instant Class, the class period means the period from May 2, 2020 to September 12, 2025." (Settlement, ¶ 1.12.)

5. The "Aggrieved Employees" are "all non-exempt individuals that worked for Defendants in California during the PAGA Period on an hourly or piece-rate basis." (Settlement, ¶ 1.4.) The "PAGA Period" is "the period from May 2, 2023 through September 12, 2025." (*Id.*,

¶ 1.32.)

6. Based on their records, Defendants estimate that there are 688 Class Members and 22,340 total Workweeks during the Class Period. If the number of total Workweeks encompassed within the Class Period exceeds 22,340 by more than 10%, then the Gross Settlement Amount shall be increased in proportion to the percentage increase in the number of total Workweeks encompassed in the Class Period in excess of 10% and the amount that Class Counsel may request for the Class Counsel Fees Payment shall increase by that same percentage without objection or opposition from Defendants.

7. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

8. This action is provisionally certified as a class action for purposes of settlement only with respect to the proposed Settlement Class pursuant to Code of Civil Procedure § 382 and Rule 3.760 *et seq.* of the California Rules of Court.

9. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and

their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

10. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Period Pay Periods in the Class Data.

11. Using best efforts to perform as soon as possible, and in no event later than 14 days[1] 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 ("USPS") mail, the Class Notice with Spanish translation, if applicable substantially in the forms attached to the Settlement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Period Pay Periods (if applicable) used to calculate these amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.

12. Not later than 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. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

13. Class Counsel's contact information is as follows:

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[1] All time periods refer to calendar days unless otherwise noted.

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14. Defense Counsel's contact information is as follows:
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15. The deadlines for Class Members' written objections, Requests for Exclusion, and disputes over the Workweeks and/or PAGA Period Pay Periods indicated on their Class Notice extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

16. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under the Settlement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever date is later.

17. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 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 faxed, emailed, or postmarked by the Response Deadline.

18. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and their desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

20. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. All Aggrieved Employees, even those who submit timely and valid Requests for Exclusion, shall be bound by the release set forth in Paragraph 5.3 in the Settlement upon the Effective Date and shall remain entitled to Individual PAGA Payments.

21. Challenges to Calculation of Workweeks and/or PAGA Period Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Period Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute. The Class Member may challenge the allocation by

communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Period Pay Periods stated in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Period Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Period Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

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

23. Participating Class Members may send written objections to the Administrator, by fax, email, or 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 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

24. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

25. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under the Settlement, including, but not limited to, its mailing of the Class Notices, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the

Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

26. The Court approves, as to form and content, the Class Notice in substantially the form attached as Exhibit A to the Settlement.

27. The Court approves, for settlement purposes only, Louis Benowitz, of Benowitz Law Corporation, Carly Nese, of the Law Office of Carly Nese P.C., and Roman Shkodnik, of D. Law, Inc., as Class Counsel.

28. The Court approves, for settlement purposes only, Narine Madatyan, Arsineh Topalianfard, Miki Sue Apodaca, Joanna Goslin, and Elizabeth Hall, as the Class Representatives.

29. The Court approves Apex Class Action Administration as the Administrator.

30. The Court preliminarily approves the Class Counsel Fees Payment subject to final review by the Court.

31. The Court preliminarily approves the Class Counsel Litigation Expenses Payment subject to Class Counsel submitting proof of actual and reasonable litigation expenses incurred and subject to final review by the Court.

32. The Court preliminarily approves the estimated Administration Expenses subject to final review by the Court.

33. The Court preliminarily approves Plaintiffs' Class Representative Service Payments subject to final review by the Court.

34. A Final Approval Hearing shall be held on 02/26/2027 at 11 AM a.m. in Department 15 of the Superior Court for the State of California, County of Los Angeles, located at the Spring Street Courthouse, 312 N Spring St., Los Angeles, CA 90012 to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Preliminary Approval Order, and to consider the application of Class Counsel for attorneys' fees and costs and the Class Representative Service Payment to the Class Representative. The notice of motion and all briefs and materials in support of the Final Approval Motion, including

requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Awards shall be served and filed with this Court no less than sixteen (16) court days before the date set for the Final Approval Hearing. Class Counsel must give notice to any objecting party of any continuance of the Final Approval hearing.

35. If for any reason the Court does not execute and file a Final Approval Order and judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the proposed Settlement that is the subject of this order, and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically set forth in the Settlement.

36. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. Plaintiffs shall give prompt notice of any continuance to Participating Class Members who object to the Settlement.

IT IS SO ORDERED.

10/29/2026

DATE

HON. TIMOTHY PATRICK DILLON
Los Angeles County Superior Court Judge
Timothy Patrick Dillon/Judge

PROOF OF SERVICE

State of California,
County of Los Angeles

1. I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 8605 Santa Monica Boulevard, PMB 79183, West Hollywood, CA 90069.

2. On April 25, 2026, I served the foregoing document(s) described as **[PROPOSED] ORDER GRANTING PLAINTIFFS NARINE MADATYAN, ARSINEH TOPALIANFARD, MIKI SUE APODACA, JOANNA GOSLIN, AND ELIZABETH HALL'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on interested parties by transmitting it in the manner(s) described below:

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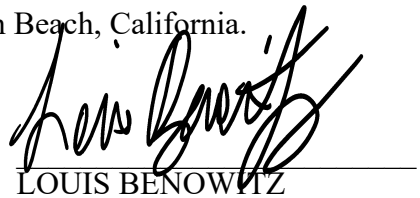
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XXXX BY EMAIL I transmitted a PDF version of this document by electronic mail to the person(s) indicated using the email address(es) indicated.

XXXX (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED on April 25, 2026, at Manhattan Beach, California.



LOUIS BENOWITZ
Declarant