

Electronically Received 09/21/2026 01:09 PM

FILED
Superior Court of California
County of Los Angeles

09/24/2026

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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

ELIZABETH GOMEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE NORTHEAST COMMUNITY CLINIC;
and DOES 1 through 20, inclusive,

Defendants.

Case No. 22STCV34214

Assigned for all purposes to:

Hon. Bruce G. Iwasaki

Dept. 11

**[FIRST AMENDED PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: September 21, 2026

Time: 8:30 A.M.

Dept: 11

**[FIRST AMENDED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 WHEREAS, the above-entitled action is pending before this Court as a putative class
2 action (the “Action”);

3 WHEREAS, Plaintiff Elizabeth Gomez (“Plaintiff”), individually and on behalf of all
4 others similarly situated and on behalf of the general public have applied to this Court for an order
5 preliminarily approving the settlement of the Action in accordance with the Class Action and
6 PAGA Settlement Agreement and Class Notice (“Settlement”) and Amended Class Action and
7 PAGA Settlement Agreement and Class Notice (“Amendment”) (the Settlement and Amendment
8 are hereinafter collectively referred to as the “Settlement Agreement” or “Agreement”) entered
9 into by Plaintiff and Defendant The Northeast Community Clinic. (“Defendant”) which sets forth
10 the terms and conditions for a proposed settlement upon the terms and conditions set forth therein
11 (Plaintiff and Defendant shall be collectively referred to herein as the “Parties”); and

12 WHEREAS, the Court has read and considered Plaintiff’s Motion for Preliminary
13 Approval of Class Action Settlement.

14 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
15 THAT:

16 1. This Order incorporates by reference the definitions in the Settlement attached as
17 Exhibit 1 to the Declaration of Alexander G. L. Davies in Support of Plaintiff’s Motion for
18 Preliminary Approval of Class Action Settlement, and the definitions in the Amendment attached
19 as Exhibit 1 to the Supplemental Declaration of Alexander G.L. Davies in Support of Plaintiff’s
20 Motion for Preliminary Approval of Class Action Settlement, and all terms defined therein shall
21 have the same meaning in this Order.

22 2. It appears to the Court on a preliminary basis that (a) the Settlement Agreement is
23 fair, adequate and reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are
24 fair, adequate and reasonable when balanced against the probable outcome of further litigation
25 relating to liability and damages issues; (c) sufficient investigation and research have been
26 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
27 respective positions; (d) settlement at this time will avoid additional costs by all Parties, as well
28 as avoid the delay and risks that would be presented by the further prosecution of the Action; and

(e) the Settlement Agreement has been reached as the result of non-collusive, arms-length negotiations.

3. With respect to the Class and for purposes of proceeding pursuant to California Code of Civil Procedure § 382 for approval of the settlement only, the Court finds on a preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members; (c) Plaintiff's claims are typical of the Class' claims; (d) class certification is a superior method for implementing the Settlement Agreement and adjudicating this Action in a fair and efficient manner; (e) the Class Representative can fairly and adequately protect the Class' interests; and (f) Class Counsel are qualified to serve as counsel for the Class.

4. Accordingly, solely for purposes of effectuating this Settlement Agreement, this Court hereby conditionally certifies the class for settlement purposes only. The Class is defined as all current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period. The Class Period is defined as October 24, 2018 through May 24, 2025.

5. Plaintiff Elizabeth Gomez is hereby preliminarily appointed and designated, for all purposes, as the Class Representative and the attorneys of Aegis Law Firm, PC are hereby preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement Agreement, and such other acts reasonably necessary to consummate the Settlement Agreement. Any Class Member may enter an appearance either personally or through counsel of such individual's own choosing and at such individual's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

6. Should, for whatever reason, the Settlement Agreement not become final, the fact that the Parties were willing to stipulate to certification of the Class as part of the Settlement

1 Agreement shall have no bearing on, nor be admissible in connection with, the issue of whether a
2 class should be certified in a non-settlement context.

3 7. The Court hereby preliminarily approves the definition and disposition of the Gross
4 Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement
5 Agreement, subject to modification at final approval.

6 8. The Court hereby preliminarily approves Class Counsel attorneys' fees of up to one-
7 third the Gross Settlement Amount (currently estimated to be \$633,333.33), Class Counsel
8 litigation expenses not to exceed \$35,000.00, Service Award up to \$10,000.00 to the Named
9 Plaintiff, payment to the LWDA in the amount of \$30,000.00 as its portion of the PAGA Penalties
10 (from the total amount of \$40,000.00 designated towards the settlement of claims for violations of
11 PAGA), and costs of administration not to exceed \$9,150.00, subject to final approval.

12 9. The Court hereby approves, as to form and content, the Class Notice, to be
13 distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in
14 the manner and form set forth in the Settlement Agreement and this Order, meets the requirements
15 of due process, is the best notice practicable under the circumstances, and shall constitute due and
16 sufficient notice to all persons entitled thereto.

17 10. The Court hereby appoints ILYM Settlement Administrator as Settlement
18 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
19 Class Members the Class Notice using the procedures set forth in the Settlement Agreement. Class
20 Members who wish to participate in the settlement provided for by the Settlement Agreement do
21 not need to respond to the Class Notice.

22 11. Defendant shall deliver the Class Data to the Settlement Administrator within 15
23 days of this Order as provided in the Settlement Agreement. The Settlement Administrator shall
24 mail the Class Notice, in English with Spanish translation substantially, within 14 days of receipt
25 of the Class Data as provided in the Settlement Agreement.

26 12. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid
27 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses
28

as provided in the Settlement Agreement, and all other reasonable costs of the Settlement Administrator up to \$9,150.00 as provided in the Settlement Agreement.

13. Any Class Member may choose to opt-out of and be excluded from the Class as provided in the Class Notice. Any such person who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the Settlement Agreement and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion/opted-out shall be Participating Class Members and bound by all determinations of the Court, the Settlement Agreement, and the Final Judgment.

14. A Final Fairness and Approval Hearing shall be held before this Court on **December 14, 2026 at 11:00 a.m.** [or on a later date that is convenient with the Court, on _____, 2026/2027 at _____ a.m. / p.m.] in Department 11 of the Superior Court of California, County of Los Angeles, the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. All papers in support of final approval and related awards for fees, costs, and Plaintiff's service award must be filed and served at least 16 court days before the final approval hearing.

15. Any Participating Class Member must object to the Settlement Agreement by following the instructions that are set forth in the Settlement Agreement and Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain final authority with respect to the consideration and admissibility of any objections. Any Participating Class Member who objects to the Settlement Agreement shall be bound by the order of the Court.

16. The Settlement Agreement is not a concession or admission, and shall not be used against the Released Parties, as an admission or indication with respect to any claim of any fault or omission by the Released Parties. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the Settlement Agreement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other action or proceeding, except for purposes of enforcing the Settlement Agreement once it receives final approval.

1 17. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
2 other than proceedings necessary to carry out or enforce the terms of the Settlement Agreement and
3 this Order, are hereby stayed.

4 18. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
5 of the Class Members for all matters relating to this Action, and this Settlement Agreement,
6 including (without limitation) all matters relating to the administration, interpretation,
7 effectuation, and/or enforcement of this Settlement Agreement and this Order.

8 19. The Court reserves the right to adjourn or continue the date of any hearing and all
9 dates provided for in the Settlement Agreement without further notice to Class Members, and retains
10 jurisdiction to consider all further applications arising out of or connected with the proposed
11 Settlement Agreement.

12
13 DATED: 09/24/2026



Honorable Bruce G. Iwasaki
JUDGE OF THE SUPERIOR COURT