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

JENNIFER MILLER, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

THERAPEUTIC LIVING CENTERS FOR THE
BLIND, INC., a California corporation; and DOES
1 through 10, inclusive,

Defendants.

Case No. 23STCV31752
Related Case No. 24VECV02377

*Assigned for all purposes to:
Hon. Samantha Jessner
Dept. 7*

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING
Date: August 5, 2026
Time: 10:00 a.m.
Dept.: 7

[PROPOSED] ORDER

Having reviewed plaintiff Jennifer Miller’s (“Plaintiff”) Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”), the Declaration of Jeffrey C. Bils, and the Class Action and PAGA Settlement Agreement (“Settlement Agreement”), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendant Therapeutic Living Centers for The Blind, Inc. (“Defendant”), attached to the Declaration of Jeffrey C. Bils in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$230,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$11,500.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of which (\$8,625.00) will be paid to the State of California, Labor & Workforce Development Agency and 25% of which (\$2,875.00) will be paid to eligible Aggrieved Employees; (c) Class Representative Service Payment of up to \$7,500.00 to Plaintiff; (d) Class Counsel’s attorneys’ fees, not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$76,666.66), and up to \$51,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$8,750.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
2 significant informal discovery, investigation, research, and litigation have been conducted such
3 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
5 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
6 the result of intensive, serious, and non-collusive negotiations between the Parties with the
7 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
8 that the Settlement Agreement was entered into in good faith.

9 4. A final fairness hearing on the question of whether the proposed Settlement,
10 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
11 Workforce Development Agency for its share of the settlement of claims for penalties under the
12 Private Attorneys General Act, and a Class Representative Service Payment should be finally
13 approved as fair, reasonable and adequate as to the members of the Class is hereby set in
14 accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Class"): "all persons who worked for Defendant in California as an hourly-paid or non-
17 exempt employee at any time during the Class Period."

18 6. "Class Period" means the period from "July 3, 2019 through December 31, 2025".

19 7. "Aggrieved Employees" means "all persons who worked for Defendant in
20 California as an hourly-paid or non-exempt employee at any time during the PAGA Period."
21 "PAGA Period" means the period from "October 29, 2022, through December 31, 2025".

22 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
23 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
24 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
25 of law and fact that are common, or of general interest, to all Settlement Class Members, which
26 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
27 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
28 the interests of the Settlement Class Members; and (5) a class action is superior to other

1 available methods for the fair and efficient adjudication of the controversy.

2 9. The Court appoints as Class Representative, for settlement purposes only,
3 Plaintiff. The Court further preliminarily approves Plaintiff's ability to request a service
4 payment up to \$7,500.00.

5 10. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bills,
6 Emily Borman, Lisa B. Iturriaga, and Mohamed Bholat of Wilshire Law Firm, PLC, as Class
7 Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys'
8 fees of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$76,666.66), and costs not to
9 exceed \$51,000.00.

10 11. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
11 reasonable administration costs estimated not to exceed \$8,750.00.

12 12. The Court approves, as to form and content the Class Notice, attached to the
13 Settlement Agreement as **Exhibit A**. The Court finds on a preliminary basis that plan for
14 distribution of the Notice to Settlement Class Members satisfies due process, provides the best
15 notice practicable under the circumstances, and shall constitute due and sufficient notice to all
16 persons entitled thereto.

17 13. The Parties are ordered to carry out the Settlement according to the terms of the
18 Settlement Agreement.

19 14. Any Class Member who does not timely and validly request exclusion from the
20 Settlement may object to the Settlement Agreement.

21 15. The Court orders the following Implementation Schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	No later than 10 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Notice Packets	In no event later than 14 days after receipt of Class Data

EVENT:	DEADLINE:
Class Member Response Deadline (to Object, Opt-Out, and/or Challenge Workweek/Pay Period)	45 days after mailing Notice to Class
Deadline to file Motion for Final Approval	16 court days before the calendared Final Approval Hearing
Final Approval Hearing	December 15, 2026 at 11:00 a.m.

16. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: 08/05/2026



Samantha Jessner / Judge

HON. SAMANTHA JESSNER
JUDGE OF THE SUPERIOR COURT