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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

EDRALIN LEGASPI, an individual, on behalf of himself, and on behalf of all persons similarly situated, Plaintiffs, v. AAA T.L.C. HEALTH CARE, INC., California Corporation; and DOES 1-50, Inclusive, Defendants.	Case No.: 23STCV03126 **[~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL** Date: September 3, 2026 Time: 11:00 a.m. Judge: Hon. William F. Highberger Dept.: 10

Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement Agreement") and Motion for Class Counsel Award and Class Representative Service Payment duly came on for hearing on September 3, 2026, before the above-entitled Court. JCL Law Firm, APC and Zakay Law Group, APLC appeared on behalf of Plaintiff Edralin Legaspi (hereinafter "Plaintiff"). Law Office of Neal S. Zaslavsky, APC and Appleton Law Group, APC appeared on behalf of Defendant AAA T.L.C. Health Care, Inc. (hereinafter "Defendant").

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending in the California Superior Court for the County of Los Angeles ("Court"), Case No. 23STCV03126, entitled *Legaspi v. AAA T.L.C. Health Care, Inc., et al.*, and over all Parties to this litigation, including the Class.

Preliminary Approval of the Settlement

3. On March 3, 2026, the Court granted preliminary approval of a class-wide settlement. At this same time the court approved certification of a provisional settlement class for settlement purposes only. The Court confirms this Order and finally approves the settlement and the certification of the Class.

Notice to the Class

4. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to the Class Members at their last known addresses on March 17, 2026. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the

proposed settlement to the members of the Class Members. The Court finds that the Class Notice provided fully satisfies the requirements of California Rules of Court, rule 3.769.

5. The Response Deadline for opting out or objecting was May 1, 2026. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. No Class Members objected. One Class Member requested exclusion. 99.91% of the Class Members will be participating in the Settlement and will be sent Individual Class Payments. The name of the Class Member who requested exclusion is Ani Nalbandyan.

Fairness Of the Settlement

6. The Agreement provides for a Gross Settlement Amount of $350,000.00. The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

a. The Settlement was reached through arms-length bargaining between the Parties. There is no evidence of any collusion between the Parties in reaching the proposed settlement.

b. The Parties' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all parties are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming compensation. All counsel recommended approval of the Settlement.

d. No objections were received. One request for exclusion was received. The names of the Class Member who requested exclusion is Ani Nalbandyan.

e. The participation rate is high. 99.91% of Class Members will be participating in the Settlement and will be sent settlement payments.

7. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the Action.

8. The Agreement is finally approved as fair, adequate, and reasonable and in the best interests of the Class Members.

PAGA Penalties

9. The Agreement provides for PAGA Penalties in the amount of $16,000.00. The Court has reviewed the PAGA Penalties and finds and determines that the PAGA Penalties and the allocation of $12,000.00 to the Labor and Workforce Development Agency ("LWDA PAGA Payment") and $4,000.00 to Aggrieved Employees ("Individual PAGA Payments") is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

Class Counsel Award

10. The Agreement provides for a payment for Class Counsel Award in the amount of up to One Hundred Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($141,666.67). Subject to Court approval, the Class Counsel Award consists of attorneys' fees equal to one-third of the Gross Settlement Amount, or One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($116,666.67) and reimbursement of litigation expenses in the amount of up to Twenty-Five Thousand Dollars and Zero Cents ($25,000.00).

11. One Hundred Thirty-One Thousand Six Hundred Twenty-Nine Dollars and Forty Cents ($131,629.4) for the Class Counsel Award comprised of attorneys' fees equal to one-third of the Gross Settlement Amount, or One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($116,666.67) and reimbursement of litigation expenses in the amount of Fourteen Thousand Nine Hundred Sixty-Two Dollars and Seventy-Three Cents ($14,962.73) is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents one-third of the common fund, which is reasonable, and is supported by Class Counsel's lodestar.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of up to ~~Ten Thousand Dollars and Zero Cents ($10,000.00)~~ $7,500.00 to Plaintiff, subject to the Court's approval.

$7,500.00

The Court finds that the amount of Ten Thousand Dollars and Zero Cents ~~($10,000.00)~~ to Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

Administration Expenses Payment

13. The Agreement provides for Administration Expenses Payment to be paid in an amount not to exceed $11,625.00. The Declaration of the Administrator provides that the actual administration costs were $11,625.00. The amount of this payment is reasonable in light of the work performed by the Administrator.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Class is certified for the purposes of settlement only. The Class is hereby defined to include:

> All non-exempt employees who are or previously were employed by Defendant as caregivers and performed work in California during the period of February 14, 2019, through May 31, 2024 (the "Class Period").

2. There are 1,204 members of the Class. Every person in the Class who did not opt out is a Participating Class Member. After providing Notice to the Class, there is one opt-out to the Settlement.

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with this Order and the terms of the Agreement.

4. Upon entry of final judgment and full funding of the Gross Settlement Amount, each Participating Class Member shall release the "Released Parties" from the "Released Class Claims" and the Aggrieved Employees shall release the "Released Parties" from the "Released PAGA Claims."

a. The "Released Parties" are defined as Defendant, and each of Defendant's former and present directors, officers, shareholders, owners, attorneys, insurers,

predecessors, successors, payroll providers, including TriNet HR III, Inc., Progressive Employer Management Company Ill, LLC (CoAdvantage), ADP, LLC (ADP), and assigns.

a. The "Released Class Claims" are defined as all class claims alleged, or which reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

b. The "Released PAGA Claims" are defined as all PAGA claims alleged in the operative complaint in the Action and the PAGA Notice which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

5. Class Counsel are awarded the Class Counsel Award in the amount One Hundred Thirty-One Thousand Six Hundred Twenty-Nine Dollars and Forty Cents ($131,629.4), comprised of attorneys' fees equal to one-third of the Gross Settlement Amount, or One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($116,666.67) and reimbursement of litigation expenses in the amount of Fourteen Thousand Nine Hundred Sixty-Two Dollars and Seventy-Three Cents ($14,962.73). Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

6. The payment of the Class Representative Service Payment to Plaintiff in the amount of $10,000.00 is approved.

7. The payment of $11,625.00 to the Administrator for the Administration Expenses Payment is approved.

8. The PAGA Penalties of $16,000.00 is hereby approved as fair, reasonable, adequate, and adequately protects the interests of the public and the LWDA. Further, the Court finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-length, absent of any fraud or collusion.

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9. Final Judgment is hereby entered in this action. The Final Judgment shall bind each Participating Class Member.

10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of California and all Aggrieved Employees, pursuant to the California Private Attorneys General Act ("PAGA").

11. The term "Aggrieved Employees" is hereby defined as all non-exempt employees who are or previously were employed by Defendant as caregivers and performed work in California during the PAGA Period. The PAGA Period is the period beginning December 9, 2021, through May 31, 2024.

12. The Court further finds and determines that Class Counsel satisfied California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private Attorneys General Act ("PAGA") on November 6, 2025 and again on August 7, 2026.

13. The Court orders Class Counsel to comply with California Labor Code § 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's entry of this Order.

14. The Agreement is not an admission by Defendant, nor is this Final Approval Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant and shall not be offered in evidence in any action or proceeding against Defendant in any court, administrative agency or other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any other proceeding this Final Approval Order and

Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released by the Settlement.

15. Notice of entry of this Final Approval Order and Judgment shall be given to Class Counsel on behalf of Plaintiff and all Participating Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Settlement Class Members and the Final Approval Order and Judgment shall be posted on the Administrator's website as indicated in the Class Notice.

16. After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

17. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

DATED: 9/3, 2026

Hon. William F. Highberger
JUDGE OF THE SUPERIOR COURT