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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KEVISHA MARIAH BIVENS, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons; and MIKEALA KIARA
BARNES and JONATHAN ANTHONY
STOCKMAN, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

RIGHT AT SCHOOL, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV31316

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Carolyn
B. Kuhl, Dept. 12]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 18, 2025

Time: 10:30 a.m.

Dept: 12

Complaint filed: December 21, 2023

FAC filed: December 4, 2024

Trial date: Not set

1 The Court has before it Plaintiffs Kevisha Mariah Bivens, Mikeala Kiara Barnes, and
2 Jonathan Anthony Stockman’s (collectively, “Plaintiffs”) Motion for Preliminary Approval of
3 Class Action Settlement. Having reviewed the Motion for Preliminary Approval of Class Action
4 Settlement, along with the accompanying papers, the Joint Stipulation of Settlement and Release
5 (which is referred to here as the “Settlement Agreement”), and good cause appearing, the Court
6 hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiffs and Defendant Right at
11 School, LLC (“Defendant,” and together with Plaintiffs, the “Parties”), attached to the
12 Declaration of Arrash T. Fattahi in Support of Plaintiffs’ Motion for Preliminary Approval of
13 Class Action Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$2,800,000.00 to cover (a) settlement payments to class members who do not validly opt out;
19 (b) a \$100,000.00 payment to the State of California, Labor & Workforce Development Agency
20 (“LWDA”) for its share of the settlement of claims for penalties under the Private Attorneys
21 General Act (“PAGA”), with 75% of which (\$75,000.00) being paid to the LWDA and 25%
22 (\$25,000.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
23 payments of up to \$7,500.00 each for Plaintiffs (\$22,500.00 total); (d) Class Counsel’s
24 attorneys’ fees, not to exceed 1/3 of the Gross Settlement Amount (\$933,333.33), and up to
25 \$35,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement
26 Administration Costs of up to \$24,950.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

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

11 4. A final fairness hearing on the question of whether the proposed settlement,
12 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
13 of claims for penalties under the PAGA, and the class representatives' enhancement awards
14 should be finally approved as fair, reasonable and adequate as to the members of the class is
15 hereby set in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "all non-exempt employees of Defendant in the State of California at
18 any time between December 21, 2019 through the earlier date of Preliminary Approval of this
19 Settlement or the Alternate End Date ("Class Period")."

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

28 7. The Court appoints as Class Representative, for settlement purposes only,

1 Plaintiffs Kevisha Mariah Bevins, Mikeala Kiara Barnes, and Jonathan Anthony Stockman. The
2 Court further preliminarily approves Plaintiffs' ability to request incentive awards up to
3 \$7,500.00 each (\$22,500.00 total).

4 8. The Court appoints, for settlement purposes only, Arrash T. Fattahi and Arman
5 A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily
6 approves Class Counsel's ability to request attorneys' fees of up to 1/3 of the Total Settlement
7 Amount (\$933,333.33), and costs not to exceed \$35,000.00.

8 9. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
9 reasonable administration costs estimated not to exceed \$24,950.00.

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

15 11. The Parties are ordered to carry out the Settlement according to the terms of the
16 Settlement Agreement.

17 12. Any class member who does not timely and validly request exclusion from the
18 settlement may object to the Settlement Agreement.

19 13. The Court orders the following Implementation Schedule:

20 Defendant to provide Class List to the 21 Settlement Administrator	Within 30 business days after entry of the Court's order granting Motion for 22 Preliminary Approval
23 Settlement Administrator to mail the Class 24 Notice	Within 14 days after receipt of the Class List from the Defendant
25 Response Deadline	45 days after Class Notice is mailed out by 26 the Settlement Administrator
27 Deadline to file Motion for Final Approval,	16 court days before hearing on Motion for

Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	Final Approval, which is _____;
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 12. The hearing may be continued to another date without further notice to the Class Members.

14. 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:

Hon. Carolyn B. Kuhl
Los Angeles County Superior Court

Bivens, et al. v. Right at School, LLC, et al.
23STCV31316

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PROOF OF SERVICE