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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JAMIE RAMIRES, individually, and on  
behalf of other members of the general public  
similarly situated,

Plaintiffs,

vs.

BRIGHT STAR SCHOOLS; and DOES 1  
through 25, inclusive,

Defendants.

Case No.: 23STCV15490

Honorable Elaine Lu  
Department 9

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: June 10, 2025  
Time: 10:00 a.m.  
Dept.: 9

Complaint Filed: July 5, 2023  
FAC Filed: February 11, 2025  
Trial Date: Not Set

1 **[PROPOSED] ORDER**

2 On June 10, 2025, at 10:00 a.m. in Department 9 of the above-captioned Court located at  
3 Spring Street Courthouse, 312 North Spring Street Los Angeles, California 90012, Plaintiff Jamie  
4 Ramires' ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came  
5 on for hearing before the Honorable Elaine Lu. Blackstone Law, APC appeared on behalf of Plaintiff  
6 and LightGabler LLP appeared on behalf of Defendant Bright Star Schools ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters  
8 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary  
9 Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA  
12 Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Declaration of  
13 Jonathan M. Genish in Support of Plaintiff's Motion for Preliminary Approval of Class Action and  
14 PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range  
15 of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement, and  
17 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the  
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and  
20 reasonable. It appears to the Court that extensive investigation and research have been conducted such  
21 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It  
22 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by  
23 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of  
24 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and  
25 non-collusive, arms-length negotiations, and was entered into in good faith.

26 4. The Court preliminarily finds that the Settlement, including the allocations for the  
27 Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration  
28 Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the  
Settlement Agreement, appear to be within the range of reasonableness of a settlement that could

ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

(The Class Period is defined as the period from July 5, 2019 through December 31, 2024.)

7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiff Jamie Ramires as the representative of the Class ("Class Representative").

9. The Court provisionally appoints Apex Class Actions, LLC to handle the administration of the Settlement ("Settlement Administrator").

10. Within fourteen (14) calendar days after entry of this Order, Defendant will provide the Settlement Administrator with the following information about each Class Member: (1) full name; (2)

1 last known mailing address; (3) Social Security number; (4) dates worked for Defendant during the  
2 Class Period; (5) Workweeks worked for Defendant during the Class Period; (6) Pay Periods worked  
3 for Defendant during the PAGA Period (if applicable); and (7) such other information as is necessary  
4 for the Settlement Administrator to calculate Workweeks and Pay Periods (collectively referred to as  
5 the “Class List”) in conformity with the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class Action Settlement  
7 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members  
8 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to  
9 fully and accurately inform the Class Members of all material elements of the Settlement, of Class  
10 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of  
11 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by  
12 submitting a Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to  
13 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.  
14 The Court further finds that distribution of the Class Notice substantially in the manner and form set  
15 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement  
16 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient  
17 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail  
18 the Class Notice in English by First-Class U.S. Mail to all Class Members within seven (7) calendar  
19 days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the  
21 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
22 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity  
23 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or  
24 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the  
25 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed  
26 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original  
27 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded  
28 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not

1 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.  
2 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual  
3 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who  
4 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be  
5 bound by the Settlement Agreement and any final judgment based thereon.

6 13. A Final Approval Hearing shall be held before this Court on  
7 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in Department 9 of the Los Angeles  
8 County Superior Court, located at Spring Street Courthouse, 312 North Spring Street Los Angeles,  
9 California 90012, to determine all necessary matters concerning the Settlement, including: whether  
10 the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,  
11 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as  
12 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the  
13 Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA  
14 Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs,  
15 Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Amount.

16 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
17 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the  
18 appropriate declarations and supporting evidence, including the Settlement Administrator's  
19 declaration, by \_\_\_\_\_, to be heard at the Final Approval Hearing.

20 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice  
21 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of  
22 Objection must be signed and must contain the information that is required, as set forth in the Class  
23 Notice, including and not limited to the grounds for the objection. Settlement Class Members,  
24 individually or through counsel, may also present their objection orally at the Final Approval Hearing,  
25 regardless of whether they have submitted a Notice of Objection.

26 16. In the event the Settlement does not become effective in accordance with the terms of  
27 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails  
28 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and

1 the parties shall revert back to their respective positions as of before entering into the Settlement  
2 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible  
3 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

4 17. The Court reserves the right to adjourn or continue the date of the Final Approval  
5 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
6 Members and retains jurisdiction to consider all further applications arising out of or connected with  
7 the Settlement.

8 **IT IS SO ORDERED.**

9 Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Elaine Lu  
Judge of the Superior Court

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**EXHIBIT 1**

1 **NOTICE OF CLASS ACTION SETTLEMENT**

2 *Jamie Ramires v. Bright Star Schools*

3 Superior Court of California for the County of Los Angeles, Case No. 23STCV15490

4 **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

5 **You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

6 **You do not need to take any action to receive a settlement payment.**

7 **This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

8 **YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between Plaintiff Jamie Ramires ("Plaintiff") and Defendant Bright Star Schools ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Jamie Ramires v. Bright Star Schools*, Los Angeles County Superior Court, Case No. 23STCV15490 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

9 **I. IMPORTANT DEFINITIONS**

10 "Class" or "Class Member(s)" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

11 "Class Period" means the period from July 5, 2019 through December 31, 2024.

12 "Class Settlement" means the settlement and resolution of all Released Class Claims.

13 "PAGA Employee(s)" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

14 "PAGA Period" means the period from October 15, 2023 through December 31, 2024.

15 "PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

16 **II. BACKGROUND OF THE ACTION**

17 On July 5, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On October 15, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On February 11, 2025, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* ("Operative Complaint") in the Action.

18 Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

19 Defendant adamantly denies all of the allegations in the Action or that it violated any law. The Court has made no determinations regarding validity of Plaintiff's claims or Defendant's liability.



1 The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached  
2 a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement  
3 (“Settlement” or “Settlement Agreement”).

4 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The  
5 Court has appointed Apex Class Actions, LLC as the administrator of the Settlement (“Settlement  
6 Administrator”), Plaintiff Jamie Ramires as representative of the Class (“Class Representative”), and the  
7 following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

8 Jonathan M. Genish  
9 Barbara DuVan-Clarke  
10 Danielle GruppChang  
11 P.J. Van Ert  
12 Annabel Blanchard

13 **Blackstone Law, APC**

14 8383 Wilshire Boulevard, Suite 745

15 Beverly Hills, California 90211

16 Tel: (310) 622-4278 / Fax: (855) 786-6356

17 If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you  
18 have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an  
19 Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay  
20 Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a  
21 PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have  
22 the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound  
23 to the PAGA Settlement if the Court grants final approval of the Settlement.

24 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is  
25 intended or will be construed as an admission by Defendant that the claims in the Action have merit or that  
26 Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their  
27 respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued  
28 litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the  
State of California, and PAGA Employees.

### 29 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### 30 **A. Settlement Formula**

31 The total gross settlement amount is Eight Hundred Fifty Thousand Dollars and Zero Cents (\$850,000.00) (the  
32 “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class  
33 Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross  
34 Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees,  
35 in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$ 297,500.00), and  
36 reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and  
37 Zero Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven  
38 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for her services in the Action; (3) the  
amount of Forty-Two Thousand Five Hundred Dollars and Zero Cents (\$42,500.00) allocated toward civil  
penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65%  
(\$27,526.00) (“LWDA Payment”) and the remaining 35% (\$14,875.00) will be distributed to PAGA Employees  
 (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eight  
Thousand Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net  
Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member was  
employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period  
 (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of  
all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual  
Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each  
Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below).

Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator has divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

**B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records**

According to Defendant’s records:

- **From July 5, 2019, through December 31, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From October 15, 2023, through December 31, 2024 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Jamie Ramires v. Bright Star Schools*, Case No. 23STCV15490); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before **[Response Deadline]**.

**C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$[REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual**

1           **Settlement Share and will only be distributed if the Court approves the Settlement and**  
2           **after the Settlement goes into effect.**

3           **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be**  
4           **\$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the**  
5           **Settlement goes into effect.**

6           The settlement approval process may take multiple months. Your Individual Settlement Share and Individual  
7           PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual  
8           Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

9           **D.       Release of Claims**

10          Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class  
11          Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and  
12          discharged the Released Parties of all Released Class Claims.

13          Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with  
14          respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever  
15          released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA  
16          Claims.

17          “Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs,  
18          expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged  
19          based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal,  
20          state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime and  
21          minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages  
22          during employment and upon termination, provide compliant wage statements, and reimburse necessary  
23          business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7,  
24          510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage  
25          Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, and California  
26          Business and Professions Code sections 17200, *et seq.*, and any other claims for statutory penalties, pertaining  
27          to the Class Members.

28          “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA  
Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,  
California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto,  
for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods  
and associated premium payments, timely pay wages during employment and upon termination, provide  
compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-  
related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),  
1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage  
Order.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers,  
shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

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Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### **C. Object to the Class Settlement**

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Jamie Ramires v. Bright Star Schools*, Case No. 23STCV15490); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before** [Response Deadline].

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

### **V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 9 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting <https://www.lacourt.org/>, selecting the **Online Services** drop down menu, clicking on **Case Access – Civil**, and entering case number **23STCV15490**.

You may also visit the Settlement Administrator's website at [redacted] for key documents in the Action.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**