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FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 312 N Spring St
MAILING ADDRESS: 312 N Spring St
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Spring Street Courthouse

PLAINTIFF/PETITIONER: Jamie Ramires
DEFENDANT/RESPONDENT: Bright Star Schools

NOTICE OF ENTRY OF JUDGMENT OR ORDER

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

CASE NUMBER: 23STCV15490

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: February 2, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: February 20, 2026

Annabel Blanchard
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

Annabel Blanchard
(SIGNATURE)

FILED
Superior Court of California
County of Los Angeles
02/02/2026
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lindsey Deputy

Preliminary Approval of Class Action Settlement
Department SSC-9
Hon. Elaine Lu

Jamie Ramires v. Bright Star Schools
Case No.: 23STCV15490
Hearing: January 7, 2026 Non-Appearance Case Review following November 25, 2025 hearing (continued from June 10, 2025)

RULING

The Parties' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **$850,000**, non-reversionary. (¶9.p)
- The Parties will request the Court to approve and award the following deductions to be made from the GSA:
  - Up to **$297,500** (35%) for attorney fees (¶12);
  - Up to **$35,000** for litigation costs (*Ibid.*);
  - Up to **$15,000 ($7,500 x 2)** for a Service Payment to the Named Plaintiff (¶13);
  - Up to **$8,000** for settlement administration costs (¶15); and
  - **$42,500** PAGA penalty ($27,625 or 65% to the LWDA; and $14,875 or 35% to the Aggrieved Employees). (¶14)
- Defendants will pay their share of taxes separate from the GSA. (¶9.p)
- Plaintiffs shall release Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by ***05/06/2026*** and will be heard on ***06/09/2026*** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review is set for ***5/13/2026***, 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

BACKGROUND

This is a wage and hour class action. Defendant is a charter school organization that operates nine schools across Los Angeles. Plaintiff was employed by Defendant as an hourly-paid, non-exempt ELD instructional assistant from approximately July 2018 to approximately August 2019.

On July 5, 2023, Plaintiff filed a Class Action Complaint for Damages against Defendant. On February 11, 2025, Plaintiff filed a First Amended Complaint ("Operative Complaint") in the Action. The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

On October 15, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant Bright Star Schools ("Defendant") by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant.

On March 6, 2024, Plaintiff and Defendant participated in a formal mediation conducted by Paul Grossman, Esq., which resulted in this settlement. A fully executed copy of the resulting Settlement Agreement was filed with the Court on April 1, 2025, attached to the Declaration of Jonathan M. Genish ("Genish Decl."), as Exhibit 2.

On June 10, 2025, the Court continued Preliminary Approval for Counsel to address deficiencies in the settlement. The Court granted stipulations from the parties on July 22, 2025 and August 19, 2025 to further continue the date of the preliminary approval hearing.

At the June 10, 2025 hearing on Plaintiff's Motion, the Court raised the issue of whether Plaintiff had standing under Labor Code Section 2699 to assert PAGA claims as she had not been employed during the applicable statute of limitations.

As a result, on September 9, 2025 Plaintiff and prospective plaintiff Victor Perez filed an amended PAGA Claim Notice via the Labor & Workforce Development Agency's ("LWDA") online electronic submission webpage. On October 10, 2025, with leave of Court and pursuant to stipulation, Plaintiff filed a Second Amended Complaint to add prospective plaintiff Victor Perez, who was employed by Defendants within the applicable statute of limitations, as both a class and PAGA representative in the Action. Plaintiff Perez is a current employee of Defendant, and therefore falls within the applicable statute of limitations under Labor Code 2699 to serve as a PAGA representative.

On October 14, 2025, Counsel filed a fully executed Amended Settlement Agreement, attached as Exhibit 2 to the Supplemental Declaration of Annabel Blanchard (Blanchard Supp. Decl.).

At the initial hearing on December 3, 2025, the Court conditionally granted Plaintiff's motion for preliminary approval of class action settlement contingent on the parties addressing several items. In response, On December 31, 2025, plaintiffs filed the second supplemental declaration of Annabel Blanchard attaching a further revised and Amended Settlement Agreement. All references below are to the Amended Settlement Agreement filed on December 31, 2025.

Now before the Court is Plaintiff's Motion for Preliminary Approval of the Settlement Agreement.

SETTLEMENT CLASS DEFINITION

- "Class" or "Class Member(s)" means all current and former hourly-paid or nonexempt employees who worked for Defendant within the State of California at any time during the Class Period. (¶9.b)
  - "Class Period" means the period from July 5, 2019 through December 31, 2024. (¶9.f)
- "PAGA Employees" 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. (¶9.x)
  - "PAGA Period" means the period from October 15, 2023, through December 31, 2024. (¶9.z)
- The parties stipulate to class certification for settlement purposes only. (¶10.)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **$850,000**, non-reversionary. (¶9.p)
  - Escalator Clause. Defendant has represented that the Class Members worked a total of 34,821 Workweeks during the period from July 5, 2019 to March 5, 2024. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the above period actually exceeds 34,281 by more than 10%, then the Gross Settlement Amount will be increased on a pro rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above the 10% threshold. (¶16)
- The Net Settlement Amount ("Net") (**$466,974**) is the GSA minus the following:
  - Up to **$297,500** (35%) for attorney fees (¶12);
  - Up to **$35,000** for litigation costs (*Ibid.*);
  - Up to **$15,000 ($7,500 x 2)** for a Service Payment to the Named Plaintiff (¶13);
  - Up to **$8,000** for settlement administration costs (¶15); and
  - Payment of **$27,526** (65% of $42,500 PAGA penalty) to the LWDA. (¶14)

- Defendants will pay their share of taxes separate from the GSA. (¶9.p)
- Funding of Settlement**:** **First Installment**: No later than thirty (30) calendar days after the Effective Date, Defendant will deposit sixty percent (60%) of the Gross Settlement Amount and an amount sufficient to pay Employer Taxes ("Fist Installment") into a Qualified Settlement Fund ("QSF"). (¶35.a) **Second Installment**: No later than one (1) year after the First Installment, Defendant will deposit the remaining forty percent (40%) of the Gross Settlement Amount into the above-mentioned QSF. (¶35.b)
  - Defendant filed a declaration to address its need for a payment plan. (See Decl. of Elijah Sugay, *passim*.)
  - **Source of Funds**. Defendant has represented that each of the nine (9) schools it operates has its own general fund out of which it pays teachers, employees, and related educational and operational expenses. Each of Defendant's nine (9) schools is responsible for the payment of any settlement as to the employees of that school. This Settlement will be paid out of the nine (9) general funds. If this representation by Defendant is materially false, Plaintiff may cancel and rescind this Settlement Agreement. (¶37)
- Distribution. Within five (5) business days of the funding of the First Installment, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities. (¶36.a)
  - Second Distribution. Within five (5) business days of the funding of the Second Installment, the Settlement Administrator will issue the Enhancement Payment to Plaintiff, Individual PAGA Payments to PAGA Employees, LWDA Payment to the LWDA, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. (¶36.b)
- No claim form is required. (¶38)
- Individual Settlement Payment Calculation: After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to each Settlement Class Member's final Individual Settlement Share. (¶17.b)
  - Tax Allocation**:** 20% as wages and 80% as interest and penalties. (¶19)
- PAGA Payments: Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment. (¶18)
  - Tax Allocation**:** 100% IRS Form 1099. (¶19)
- "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice

by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline. (¶9.ii)

  - Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. (¶32)

- Uncashed Settlement Checks: Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. (¶38)
- The settlement administrator will be Apex Class Actions, LLC. (¶9.jj)
- Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶42)
- The proposed settlement was submitted to the LWDA on October 13, 2025. (Blanchard Supp. Decl., Ex. 4.)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

<u>ANALYSIS OF SETTLEMENT AGREEMENT</u>

A. <u>Does a presumption of fairness exist?</u>

1. <u>Was the settlement reached through arm's-length bargaining?</u> Yes. On March 6, 2024, Plaintiff and Defendant participated in a formal mediation conducted by Paul Grossman, Esq., which resulted in this settlement. (Genish Decl., ¶10.)

2. <u>Were investigation and discovery sufficient to allow counsel and the court to act intelligently?</u> Yes. Counsel represents that prior to the mediation, Defendant produced a sampling of putative class members' timecards and paystubs as well as Defendant's Bright Star Schools Handbook 2018-2023, containing Defendant's relevant wage and hour policies, and class data including the total number of putative class members, their job titles, start and end dates of employment, the number of current versus former employees, and the total workweeks worked by the putative class members. (*Id*. at ¶22.)

3. <u>Is counsel experienced in similar litigation?</u> Yes. Class Counsel represents that they are experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶¶2-8.)

4. <u>What percentage of the class has objected?</u> This cannot be determined until the fairness hearing. (See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The

Rutter Group 2014) ¶ 14:139.18, ["Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing."].)

CONCLUSION: The settlement is entitled to a presumption of fairness.

B. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4^{th} 116, 130.) Here, Class Counsel has provided detailed analysis, summarized below, of the estimated values of the claims asserted:

Violation	**Maximum Exposure**
Meal Break Violations	$934,157.00
Rest Break Violations	$3,776,258.00
Unpaid Off the Clock Work	$1,257,608.00
Waiting Time Penalties	$1,691,575.00
Wage Statement Violations	$704,750.00
Business Expense Reimbursement	$529,750.00
PAGA	$716,600.00
TOTAL	**$9,610,698.00**

(Genish Decl. ¶¶ 25-37.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ["Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate."].)

4. Amount offered in settlement. Plaintiff's counsel obtained a $850,000 non-reversionary settlement. The $850,000 settlement amount constitutes approximately 8.84% of Defendant's maximum exposure. Given the uncertain outcomes, the settlement appears to be within the "ballpark of reasonableness."

The $850,000 settlement amount, if reduced by the requested deductions, will leave $466,974 to be divided among approximately 386 class members. The resulting payments will average $1,209.78 per class member. [$466,974 / 386 = $1,209.78].

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the final fairness hearing.

CONCLUSION: The settlement can be preliminarily deemed "fair, adequate, and reasonable."

C. Scope of the release

Class Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. (¶39)

- "Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims 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, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, et seq. (¶9.ee)
- PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. (¶40)
- "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 Orders. (¶9.ff)

- PAGA Standing. The Parties have specifically agreed to waive the requirement of Labor Code 2699(c)(1) that an employee must have experienced a violation within the year preceding the filing of the PAGA Letter providing notice to the LWDA. (¶41)
- "Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. (¶9.gg)
- Named Plaintiffs will also provide a general release and CC § 1542 waiver. (¶42)

D. <u>May conditional class certification be granted?</u>

1. <u>Standards</u>

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240.)

2. <u>Analysis</u>

a. <u>Numerosity.</u> There are approximately 386 class members. (MPA at 14:17-18.) This element is met.

b. <u>Ascertainability.</u> A class is ascertainable, as would support certification under statute governing class actions generally, when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary." (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 961.) The proposed class is defined above. The class members are ascertainable from Defendant's employment records. (MPA at 14:21-24.)

c. <u>Community of interest.</u> "The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

Here, regarding commonality, Plaintiff contends that common questions of law and fact, because Plaintiff alleges that Defendant denied compliant meal and rest periods to employees, required employees to perform work off-the-clock, and failed to fully compensate employees for all time actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and overtime wages, and other related claims. Plaintiff alleges that Defendant's policies and practices were uniform as to all Class Members. (MPA at 15:10-14.)

As to typicality, Plaintiff alleges that her claims are similar to that of the other Class Members and that Plaintiff's claims arise out of the same alleged course of conduct giving rise to the claims of the other Class Members (*Id.* at 15:22-24.)

As to adequacy, Plaintiffs represents that they were informed of the risks of serving as class representative, participated in the litigation, and do not have conflicts of interest with the class. (*Id*. at 15:2-6; Declaration of Jamie Ramires, *passim*; Declaration of Plaintiff Victor Perez, *passim*.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class is conditionally certified because the prerequisites of class certification have been satisfied.

E. Is the notice proper?

a. Content of class notice. The proposed notice is attached to the Proposed Order. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; attorney fees and costs; enhancement awards; the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

b. Method of class notice. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. (¶26) Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice (in the form attached as Exhibit A to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator. (¶27.a) Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days. (¶17.b)

c. Cost of class notice. As indicated above, settlement administration costs are estimated to be **$8,000**. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

F. Attorney fees and costs

California Rule of Court, rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc*. (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **$297,500** (35%) in attorney fees and up to **$35,000** in costs will be addressed at the final fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method, and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought by detailing how they were incurred.

G. <u>Incentive Award to Class Representative</u>

The named Plaintiffs will request a service award of **$15,000 ($7,500 x 2)**. (¶13) In connection with the final fairness hearing, the named Plaintiff must submit a declaration attesting to why he should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (*Id*. at 806-807, italics and ellipsis in original.)

The Court will decide the issue of the enhancement award at the time of final approval.

<u>CONCLUSION AND ORDER</u>

The Parties' Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **$850,000**, non-reversionary. (¶9.p)

- The Parties will request the Court to approve and award the following deductions to be made from the GSA:

- Up to **$297,500** (35%) for attorney fees (¶12);
- Up to **$35,000** for litigation costs (*Ibid.*);
- Up to **$15,000 ($7,500 x 2)** for a Service Payment to the Named Plaintiff (¶13);
- Up to **$8,000** for settlement administration costs (¶15); and
- **$42,500** PAGA penalty ($27,625 or 65% to the LWDA; and $14,875 or 35% to the Aggrieved Employees). (¶14)

- Defendants will pay their share of taxes separate from the GSA. (¶9.p)
- Plaintiffs shall release Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by ***05/06/2026*** and will be heard on ***06/09/2026*** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review is set for ***5/13/2026***, 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

The Judicial Assistant is to give electronic notice to all parties.

IT IS SO ORDERED.

DATED: February 2, 2026

Elaine Lu
Judge of the Superior Court
Elaine Lu / Judge

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On February 26, 2026, I served a copy of the following document(s):

- **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on the interested parties as follows:

LIGHTGABLER LLP
Michael Brody
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Attorneys for Defendant BRIGHT STAR SCHOOLS

☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE**: I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 26, 2026 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista