

Filed
October 16, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV385134
By: afloresca

1 **BIBIYAN LAW GROUP, P.C.**
David D. Bibiyan (SBN 287811)
2 *david@tomorrowlaw.com*
Vedang J. Patel (SBN 328647)
3 *vedang@tomorrowlaw.com*
Brandon M. Chang (SBN 316197)
4 *brandon@tomorrowlaw.com*
1460 Westwood Boulevard
5 Los Angeles, California 90024
6 Tel: (310) 438-5555; Fax: (310) 300-1705
7 Attorneys for Plaintiff, DEBRA SILVAS,
on behalf of herself and all others similarly
8 situated and aggrieved

10/16/2025 1:14:35 PM

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SANTA CLARA**
12

13 DEBRA SILVAS, on behalf of herself and all
others similarly situated and aggrieved,

CASE NO.: 21CV385134

[Assigned for all purpose to the Hon. Charles
F. Adams in Dept. 7]

15 Plaintiff,

16 v.

17 CATALYST FAMILY, INC., d.b.a.
18 CATALYST KIDS, a California corporation;
and DOES 1 through 100, inclusive,
19

**~~{PROPOSED}~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

20 Defendants.
21
22
23
24
25
26
27
28

1 This matter having come before the Court on September 25, 2025 for a final approval hearing
2 pursuant to the Order of this Court granting preliminary approval (“Preliminary Approval Order”)
3 of the class and representative action settlement upon the terms set forth in the Joint Stipulation Re:
4 Class Action and Representative Action Settlement (“Settlement,” “Agreement” or “Settlement
5 Agreement”) submitted in support of the Motion for Preliminary Approval of Class and
6 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only;
7 and due and adequate notice having been given to the Class Members as required in the Preliminary
8 Approval Order; and the Court having considered all papers filed and proceedings had herein and
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
10 **ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement;
12 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference into
14 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
17 to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”
19 “Settlement Class Members” or “Class Members”): all persons currently or formerly employed by
20 defendant Catalyst Family, Inc. (“Defendant”), as non-exempt, hourly-paid employees during the
21 period from August 3, 2017, through December 22, 2023 (“Class Period”) in the State of California.

22 5. “Plaintiff” refers to Debra Silvas, the named Plaintiff in the Action.

23 6. “Released Parties” means: Defendant and its past, present and/or future, direct and/or
24 indirect, owners, officers, directors, members, managers, employees, agents, representatives,
25 attorneys, insurers, parent companies, subsidiaries, affiliates, successor, and assigns.

26 7. Effective only upon the entry of an Order granting Final Approval of the Settlement,
27 entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
28 Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiff and all

1 Participating Class Members, for the duration of the Class Period, release the Released Parties from
2 all claims that were alleged or reasonably could have been alleged based on the facts stated in the
3 Operative Complaint, including, but not limited to: (a) all claims for failure to pay overtime wages;
4 (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal
5 periods or compensation in lieu thereof; (d) all claims for failure to provide compliant rest periods
6 or compensation in lieu thereof; (e) all claims for failure to pay all wages due upon separation from
7 employment; (f) all claims for failure to provide accurate wage statements; (g) all claims for failure
8 to indemnify for business expenses; and (h) all claims asserted through California Business &
9 Profession Code section 17200, et seq., arising out of the Labor Code violations referenced in the
10 Operative Complaint (the “Released Class Claims”).

11 8. For Aggrieved Employees and, to the extent permitted by law, the State of California,
12 the release includes for the duration of the PAGA Period, all claims for PAGA civil penalties
13 asserted in the Operative Complaint and the PAGA Notices or that could have been based on the
14 factual allegations asserted in the Operative Complaint and the PAGA Notice for PAGA civil
15 penalties, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558,
16 1174.5, 1197.1, and 2699, in connection with alleged violations of Labor Code sections 96, 98.6,
17 201, 202, 203, 204, 221, 223, 226, 226.7, 227.3, 232, 232.5, 246, et seq., 432, 510, 512, 1102.5,
18 1174, 1194, 1197, 1197.5, 1182.12, 1198.5, 2802, and 2810.5, among others (“Released PAGA
19 Claims”).

20 9. The Released Class Claims and the Released PAGA Claims are hereinafter referred to
21 as the “Released Claims.”

22 10. Distribution of the Notice of Proposed Class Action Settlement and Date for Final
23 Approval Hearing (“Notice Packet”) directed to the Class Members as set forth in the Settlement
24 Agreement and the other matters set forth herein have been completed in conformity with the
25 Preliminary Approval Order, including individual notice to all Class Members who could be
26 identified through reasonable effort, and was the best notice practicable under the circumstances.
27 This Notice Packet provided due and adequate notice of the proceedings and of the matters set forth
28

1 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
2 entitled to such Notice Packet, and the Notice Packet fully satisfied the requirement of due process.

3 11. Five (5) of 3,945 Class Members opted out of the Settlement and zero (0) Class
4 Members objected to the Settlement. The five (5) Class Members who opted out of the Settlement
5 were Rachel C. Champagne, Anne McRae, Phuc T. Le, Diana R. Aboul-Hosn, and Mohita Iyer.

6 12. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
7 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
8 settlement under California law, including the provisions of Code of Civil Procedure section 382
9 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
10 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

11 13. This Court hereby approves the settlement set forth in the Settlement Agreement and
12 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
13 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
14 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
15 that the Parties have conducted extensive and costly investigation and research, and counsel for the
16 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
17 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
18 be presented by the further prosecution of this Action. The Court has noted the significant benefits
19 to the Class Members under the Settlement. The Court also finds that the class is properly certified
20 as a class for settlement purposes only.

21 14. For settlement purposes only, the Court approves plaintiff Debra Silvas as Class
22 Representative.

23 15. For settlement purposes only, the Court approves David D. Bibiyan and Vedang J. Patel
24 of Bibiyan Law Group, P.C., as Class Counsel.

25 16. The Court approves ILYM Group, Inc. ("ILYM"), as the Settlement Administrator.

26 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of
27 \$800,625.00, which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted
28 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$48,451.15

1 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
2 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
3 Agreement.

4 18. The Court hereby approves an enhancement award of \$10,000.00 to Plaintiff in
5 consideration of her time, effort and risk incurred on behalf of the Settlement Class, and for
6 providing a general release and a waiver of rights pursuant to California Civil Code section 1542.
7 The enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
8 Settlement Amount as set forth in the Settlement Agreement.

9 19. The Court hereby approves the Settlement Administrator's cost in the amount of
10 \$34,850.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of
11 administration of the settlement from the Gross Settlement Amount.

12 20. The Court hereby approves the PAGA penalties amount of \$100,000.00 to be paid from
13 the Gross Settlement Amount, of which \$75,000.00 shall be paid to the LWDA and the remaining
14 \$25,000.00 to be distributed to the "Aggrieved Employees", defined as all persons currently or
15 formerly employed by Defendant as non-exempt, hourly paid employees during the period from
16 July 30, 2020 through February 16, 2024 ("PAGA Period") in the State of California.

17 21. The Net Settlement Amount of \$1,293,573.85 available to pay Settlement Class
18 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$800,625.00),
19 Class Counsel's costs (\$48,451.15), enhancement award to Plaintiff (\$10,000.00), the PAGA
20 penalties (\$100,000.00), and costs of settlement administration (\$34,850.00) from the Gross
21 Settlement Amount (\$2,287,500.00).

22 22. Except as expressly provided herein, the Parties each shall bear all their own fees and
23 costs in connection with this matter.

24 23. "Final Approval Date" means the later of: (1) the date the Court signs an Order granting
25 final approval of the Settlement ("Final Approval") and Judgment; (2) if there is an objector, 60
26 days from the date of the Final Approval and Judgment; or (3) to the extent any appeals have been
27 filed, the date on which they have been resolved or exhausted.

28 ///

1 24. Defendant shall make payment of the Gross Settlement Amount and Employer Taxes
2 to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in
3 an interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution,
4 for distribution in accordance with the Agreement and the Court’s Orders, and subject to the
5 conditions described in the Agreement. Defendant shall make payment of the Gross Settlement
6 Amount in three (3) “Installment Payments” as follows: (1) \$750,000.00, plus the Employer Taxes
7 associated with this amount, shall be paid within sixty (60) calendar days of the Final Approval Date
8 (the “First Installment Payment”); (2) \$750,000.00, plus the Employer Taxes associated with this
9 amount, shall be paid within one (1) year after the First Installment Payment (the “Second
10 Installment Payment”); and (3) \$787,500.00, plus the Employer Taxes associated with this amount,
11 shall be paid within one (1) year after the Second Installment Payment or within three (3) years from
12 acceptance of the mediator’s proposal, whichever comes first (the “Third Installment Payment”).

13 25. Individual Settlement Payments and Individual PAGA Payments shall be paid
14 exclusively from the QSA, pursuant to the settlement formula set forth the Agreement. Payments
15 from the QSA shall be made for: (1) the Service Award to Plaintiff as specified in the Agreement
16 and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class Counsel, as
17 specified in the Agreement and approved by the Court; (3) the Settlement Administrator Costs, as
18 specified in the Agreement and approved by the Court; and (4) the LWDA Payment, as specified in
19 the Agreement. \$25,000.00 shall be allocated to payment to Aggrieved Employees of Individual
20 PAGA Payments as set forth the Agreement. The balance and any accrued interest thereon
21 remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments
22 shall be made to Participating Class Members, less applicable taxes and withholdings. All interest
23 accrued shall be for the benefit of Participating Class Members and distributed on a *pro rata* basis.

24 26. Within seven (7) calendar days after Defendant’s payment of each of the First
25 Installment Payment, Second Installment Payment, and Third Installment Payment, and Employer
26 Taxes associated with each Installment Payment, or as soon thereafter as practicable, the Settlement
27 Administrator shall distribute proportional payments due from the QSA for: (1) the Service Award
28 to Plaintiff, as specified in the Agreement and approved by the Court; (2) the Attorneys’ Fees and

1 Costs Award to be paid to Class Counsel, as specified in the Agreement and approved by the Court;
2 (3) the Settlement Administrator Costs, as specified in the Agreement and approved the Court; (4)
3 the LWDA Payment, as specified in the Agreement and approved by the Court; (5) Individual
4 PAGA Payments to Aggrieved Employees, as specified in the Agreement and approved by the
5 Court; and (6) Individual Settlement Payments to Participating Class Members, less applicable taxes
6 and withholdings, as specified in the Agreement and approved by the Court. All interest accrued
7 shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating
8 Class Members based on the number of Workweeks worked by them in the Class Period.

9 27. Checks representing the Individual Settlement Payments and/or Individual PAGA
10 Payments shall remain valid and negotiable for one hundred eighty (180) calendar days after the
11 date of their issuance. Thereafter, checks for such payments shall be canceled and funds associated
12 with such checks shall be transmitted to the California Controller's Unclaimed Property Fund in the
13 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
14 California Code of Civil Procedure Section 384, subd (b).

15 28. The Court finds that the class settlement on the terms set forth in the Settlement
16 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
17 the Released Claims against Defendant.

18 29. A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled
19 for May 14, 2026, at 2:30 p.m. in Department 7 of the above-entitled Court. At
20 least five (5) calendar days prior to said Hearing, the Parties shall file a declaration confirming that
21 the claims have been paid and that administration of all the terms and conditions of the class action
22 settlement have been completed. Should the Court find that said declaration has sufficiently
23 evidenced full and complete administration of the class action settlement, the Hearing Re: Final
24 Administration of the Class Action Settlement will go off-calendar.

25 ///

26 ///

27 ///

28 ///

1 30. Without affecting the finality of the Judgment in any way, this Court hereby retains
2 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
3 and all orders and judgments entered in connection therewith.
4

5 **IT IS SO ORDERED.**

6
7 Dated: 10/16/2025 9:52:01 AM, 2025



Judge of the Superior Court
Hon. Charles Adams