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9 JAMIE RAMIRES and VICTOR PEREZ

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

13 JAMIE RAMIRES and VICTOR PEREZ,
14 individually and on behalf of others similarly
15 situated,

16 Plaintiffs,

17 vs.

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

20 Defendant.

Case No. 23STCV15490

Honorable Elaine Lu
Department 9

**~~PROPOSED~~ FINAL APPROVAL ORDER
AND JUDGMENT**

Date: June 9, 2026
Time: 10:00 a.m.
Dept.: 9

Complaint Filed: July 5, 2023
FAC Filed: February 11, 2025
SAC Filed: October 10, 2025
Trial Date: Not Set

1 Plaintiffs Jamie Ramires and Victor Perez’ (“Plaintiffs”) Motion for Final Approval of Class
2 Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement
3 Administration Costs came before this Court on June 9, 2026, at 10:00 a.m. before the Honorable
4 Elaine Lu in Department 9 of the above-captioned Court located at the Spring Street Courthouse, 312
5 North Spring Street, Los Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declaration of Class Counsel
10 Annabel Blanchard, the Declarations of Class Representatives Jamie Ramires and Victor Perez, and
11 the Declaration of Madely Nava on behalf of Apex Class Actions, LLC, and the evidence and argument
12 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and
13 PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and
14 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiffs and Defendant Bright Star Schools (“Defendant”) (together, with Plaintiffs, the
17 “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former hourly-paid or non-exempt employees who worked for
20 Defendant within the State of California at any time during the Class Period.” The “Class Period” is
21 defined as the period from July 5, 2019, through December 31, 2024.

22 3. The Court appoints Plaintiffs Jamie Ramires and Victor Perez as the Class
23 Representative for settlement purposes only.

24 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
25 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for
26 settlement purposes only.

27 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
28 with the requirements of California Code of Civil Procedure section 382, California Civil Code section

1 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
2 any other applicable law, and constitutes the best notice practicable under the circumstances, by
3 providing individual notice to all Class Members who could be identified through reasonable effort,
4 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
5 other Class Members. The Class Notice fully satisfied the requirements of due process.

6 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
7 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
8 requirements for final approval of this class action settlement under California law, including the
9 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
10 3.769.

11 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
12 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
13 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
14 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
15 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
16 by or against Defendant or any of the other Released Parties.

17 8. The Effective Date of the Settlement shall be sixty-five calendar days after the entry of
18 this Order and Judgment, unless an appeal, writ, or other appellate proceeding opposing this Order
19 and Judgment in which case, the Effective Date shall be five business days after any appeal, writ, or
20 other appellate proceedings opposing this Order and Judgment has finally and conclusively been
21 dismissed with no right to pursue further remedies or relief.
No objector appeared at the duly noticed hearing on Plaintiff's motion for final approval today.

22 9. The Court finds that no Class Members have validly and timely opted out of the Class
23 Settlement, and no Settlement Class Members have objected to the Class Settlement.

No objector appeared at the duly noticed hearing on Plaintiff's motion for final approval today.

24 10. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
25 recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payment from
26 the Gross Settlement Amount of an Enhancement Payment to each Plaintiff in the amount of \$7,500.00
27 each, for a total of \$15,000.00.

28 11. The Court approves the payments from the Gross Settlement Amount of attorneys' fees

\$283,333.33

to Class Counsel in the sum of ~~\$297,500.00~~ and reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$29,529.31. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

12. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$8,000.00 to Apex Class Actions, LLC. for performance of settlement administration services.

13. The Court approves and orders payment in the amount of \$27,625.00 to the California Labor Workforce and Development Agency ("LWDA") as 65% of the payment allocated toward PAGA penalties.

14. It is hereby ordered that 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 ("First Installment") into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement. 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 ("Second Installment").

15. It is hereby ordered that 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 withholdings, and timely forward these to the appropriate government authorities.

16. Within five (5) business days of the funding of the Second Installment, the Settlement Administrator will issue the Enhancement Payments to Plaintiffs, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and Costs to Class Counsel, the LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

1 17. Each Individual Settlement Payment and Individual PAGA Payment check will be
2 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
3 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
4 distributed by the Settlement Administrator to the California Controller's Unclaimed Property
5 Division in the name of the Settlement Class Member and/or PAGA Employee.

6 18. Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement
7 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
8 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
9 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were
10 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
11 arising during the Class Period, under any federal, state, or local law, and shall specifically include
12 claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
13 and rest periods and associated premium payments, timely pay wages during employment and upon
14 termination, provide compliant wage statements, and reimburse necessary business-related expenses
15 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
16 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage
17 Orders, and all claims for attorneys' fees and costs and statutory interest in connection therewith,
18 California Business and Professions Code sections 17200, et seq. (collectively, "Released Class
19 Claims").

20 19. Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of
21 California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have
22 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
23 Parties of any and all claims arising from any of the factual allegations in the PAGA Letter, arising
24 during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
25 California Labor Code Sections 2698 et seq., including all claims for attorneys' fees and costs related
26 thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
27 and rest periods and associated premium payments, timely pay wages during employment and upon
28 termination, provide compliant wage statements, maintain complete and accurate payroll records, and

1 reimburse necessary business-related expenses in violation of California Labor Code Sections 201,
2 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
3 applicable Industrial Welfare Commission Wage Orders (collectively, “Released PAGA Claims”).

4 20. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
5 individually and on their own behalf, will be deemed to have fully, finally, and forever released,
6 settled, compromised, relinquished, and discharged the Released Parties from any and all claims,
7 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or
8 causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
9 asserted or unasserted, which Plaintiffs, at any time of execution of the Settlement Agreement, had or
10 claimed to have or may have, including but not limited to any and all claims arising out of, relating to,
11 or resulting from their employment and/or separation of employment with the Released Parties,
12 including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation
13 or Executive Order relating to employment, including, but in no way limited to, any claim under Title
14 VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities
15 Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California
16 Family Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties
17 under the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code;
18 Business and Professions Code sections 17200 et seq.; all laws relating to violation of public policy,
19 retaliation, or interference with legal rights; any and all other employment or discrimination laws;
20 whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or
21 claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed
22 as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does
23 not include a release of any claims that cannot be released here under by law. Plaintiffs understand
24 and expressly agree that this Settlement Agreement extends to claims that they have against Defendant,
25 of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
26 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
27 or before the execution of this Settlement Agreement. Any and all rights granted under any state or
28 federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of

1 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
2 the California Civil Code reads as follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
5 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
6 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

7 21. "Released Parties" means Defendant and its current and former officers, directors,
8 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

9 22. This Court shall retain jurisdiction with respect to all matters related to the
10 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
11 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
12 Settlement and the determination of all controversies relating thereto.

13 23. Notice of entry of this Order and Judgment shall be given to the Class Members by
14 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
15 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

16 24. A Non-Appearance Case Review re: Final Report is set for
17 4/5/28 at 8:30 am in Department 9 of this Court located at 312
18 North Spring Street, Los Angeles, California 90012. The Settlement Administrator shall file a Final
19 Report by 3/29/28.

20 **IT IS SO ORDERED.**

21 Dated: 06/09/2026



Honorable Elaine Lu