E-Served: Oct 19 2026 2:18PM PDT Via Case Anywhere

FILED
Superior Court of California
County of Los Angeles
11/10/2026
David W. Slayton, Executive Officer / Clerk of Court
By: A. Rosas Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MAURILIA LLAMAS RIVERA, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

CASA LOMA COLLEGE, a California nonprofit corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV00501

[Assigned for all purposes to the Honorable Carolyn B. Kuhl in Dept. 12]

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

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This matter having come before the Court for a Hearing on Plaintiff's Motion for Final Approval of Settlement pursuant to the Order of this Court granting preliminary approval ("Preliminary Approval Order") of the class action settlement agreement and release upon the terms set forth in the First Amended Class and PAGA Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement") submitted in support of the Motion for Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only; and due and adequate notice having been given to the Class Members as required in the Preliminary Approval Order; and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

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

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

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

4. For settlement purposes only, the Court certifies the following class ("Settlement Class," "Settlement Class Members" or "Class Members"):

   a. The Release Class: All current and former non-exempt, hourly-paid employees of Casa Loma College ("Defendant") in California during the period from January 8, 2020, through June 5, 2025 ("Class Period") who signed a release agreement with Defendant for the claims alleged in the Action.

   b. The Unsolicited Class: All current and former non-exempt, hourly-paid employees of Casa Loma College ("Defendant") in California during the period from January 8, 2020, through June 5, 2025 ("Class Period") who did not sign a release agreement with Defendant for the claims alleged in the Action.

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5. "Aggrieved Employee" means a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the period from January 8, 2023, through the end of the Class Period ("PAGA Period").

6. "Plaintiff" refers to plaintiff Maurilia Llamas Rivera.

7. The parties released shall include: Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

8. Effective upon entry of Judgment, this Order granting Final Approval of the Settlement, and on the date when Defendant fully funds the entire Remaining Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

a. Release of Class Claims: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

b. Release of PAGA Claims: For the duration of the PAGA Period, the State of California and the LWDA, by and through Plaintiff as an agent and proxy of the LWDA, and to the extent permitted by law, all Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably

could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

9. Distribution of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth herein have been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

10. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected to the Settlement, and zero (0) submitted any workweek dispute.

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

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

13. The Court approves Plaintiff as Class Representative.

14. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as Class Counsel.

15. The Court approves ILYM Group, Inc. ("Settlement Administrator" or "ILYM"), as the Settlement Administrator.

16. The Court hereby awards Class Counsel attorneys' fees in the total amount of $183,436.84 which is one-third (1/3) of the Gross Settlement Amount of $550,310.52, and to be deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of $22,206.44, to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement. The fees are reasonable in light of the benefit obtained for the class.

17. The Court hereby approves an enhancement award of $7,500.00 to the Plaintiff in consideration of her time, effort and risk incurred on behalf of the Settlement Class. Plaintiff has also provided Defendant with a general release and a release of unknown claims pursuant to Civil Code section 1542. The enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

18. The Court hereby approves the Settlement Administrator's cost in the amount of $6,550.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of administration of the settlement from the Gross Settlement Amount.

19. The Court hereby approves the PAGA Amount of $45,000.00, of which $33,750.00 shall be paid to the LWDA and the remaining $11,250.00 to be distributed to the Aggrieved Employees.

20. The Gross Settlement Amount of $550,310.52 includes: (1) Previously Paid Settlement Amount of $112,000.00; (2) Administration Costs up to $6,550.00; (3) a service award of up to $7,500.00 to the Plaintiff for her time and effort in pursuing this case; (4) one-third (1/3) of the Gross Settlement Amount in attorneys' fees, amounting to $183,436.84; (5) $22,206.44 in litigation costs to Class Counsel; (6) payment of the PAGA Amount, in the amount of $45,000.00, from the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent

(75%) of the amount allocated toward PAGA, or $33,750.00, will be paid to the LWDA and twenty-five percent (25%), or $11,250.00, will be distributed to Aggrieved Employees.

21. "Remaining Settlement Amount" means the Gross Settlement Amount, less $112,000.00, which Defendant already paid to the Class Members in resolution of claims which are alleged in the Class Action.

22. "Net Settlement Amount" means the Remaining Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. After deducting these sums, a total of $173,617.24 will be available for distribution to Class Members.

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

24. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

25. Defendant shall fund the Remaining Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting one half of those funds to the Administrator no later than 14 days after the Effective Date, and the second half of those funds no later than 180 days after the Effective Date.

26. Within 7 days after Defendant funds the Remaining Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service

Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

27. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing) the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384.

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

non-appearance case review re the filing of the final report of the administrator

29. A ~~Hearing Re: Final Administration of the Class Action Settlement~~ is hereby scheduled for Sept. 15, 2027, __:__ __.m, in Department 12 of the above entitled Court. At least five (5) calendar days prior to said hearing, the Parties shall file a declaration confirming that the claims have been paid and that administration of all the terms and conditions of the class action settlement have been completed. Should the Court find that said declaration has sufficiently evidenced full and complete administration of the class action settlement, the Hearing Re: Final Administration of the Class Action Settlement will go off calendar.

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

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31. Pursuant to California Code of Civil Procedure section 664.6, after entry of the Judgment, the Superior Court will have continuing jurisdiction over the Actions and the Settlement solely for purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

IT IS SO ORDERED.

Dated: 11/10/2026, 2026

Carolyn B. Kuhl / Judge

Judge of the Superior Court