

**BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan (SBN 287811)

*david@tomorrowlaw.com*

Vedang J. Patel (SBN 328647)

*vedang@tomorrowlaw.com*

Megan R. Lazar (SBN 315007)

*megan@tomorrowlaw.com*

1460 Westwood Boulevard

Los Angeles, California 90024

Telephone: (310) 438-5555; Facsimile: (310) 300-1705

Attorneys for Plaintiff, MACSIMINA ARIAS on behalf of  
herself and all others similarly situated and aggrieved

**FILED**

Superior Court of California  
County of Los Angeles

**10/31/2025**

David W. Slayton, Executive Officer / Clerk of Court

By:           A. He           Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

Attorneys for Plaintiff, MACSIMINA ARIAS  
on behalf of herself and all others similarly  
situated and aggrieved,

Plaintiff,

v.

THE VARIEL SERVICES, LLC, a California  
limited liability company; MOMENTUM  
SENIOR LIVING, LLC, a California limited  
liability company; and DOES 1 through 100,  
inclusive,

Defendants.

CASE NO.: 22STCV40826

Assigned for all purposes to the Hon. Stuart M.  
Rice in Department 1

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND REPRESENTATIVE  
ACTION SETTLEMENT AND  
CERTIFYING CLASS FOR  
SETTLEMENT PURPOSES ONLY**

1  
2 This Court, having considered the Motion of Plaintiff (“Plaintiff”) for Preliminary Approval of  
3 Class and Representative Action Settlement and Provisional Class Certification for Settlement  
4 Purposes Only (“Motion for Preliminary Approval”), the Declarations of David D. Bibiyan, Megan  
5 R. Lazar, Macsimina Arias, and Anthony Rogers, the Class and PAGA Settlement Agreement (the  
6 “Settlement,” “Settlement Agreement” or “Agreement”), the proposed Notice of Proposed Class  
7 Action Settlement and Date for Final Approval Hearing (“Class Notice”), and other documents  
8 submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND**  
9 **DECREES THAT:**

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

12 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement Class  
13 Members” or “Class Members”) for the purpose of settlement only: all persons who are employed  
14 or have been employed by defendants The Variel Services, LLC and Momentum Senior Living,  
15 LLC (collectively, “Defendants”) as a non-exempt employee in the State of California during the  
16 period from December 29, 2018 through March 30, 2024 (“Class Period”).

17 3. The Court preliminarily appoints the named Plaintiff Macsimina Arias as Class  
18 Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as Class  
19 Counsel.

20 4. The Court preliminarily approves the proposed class settlement upon the terms and  
21 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the  
22 settlement appears to be within the range of reasonableness of settlement that could ultimately be  
23 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement  
24 amount is fair, adequate, and reasonable as to all potential class members when balanced against the  
25 probable outcome of further litigation relating to liability and damages issues. It further appears that  
26 extensive and costly investigation and research has been conducted such that counsel for the parties  
27 at this time are reasonably able to evaluate their respective positions. It further appears to the Court  
28 that the settlement at this time will avoid substantial additional costs to all parties, as well as the

1 delay and risks that would be presented by the further prosecution of the Action. It further appears  
2 that the settlement has been reached as the result of intensive, non-collusive and arms-length  
3 negotiations utilizing an experienced third-party neutral.

4 5. The Court approves, as to form and content, the Class Notice that has been submitted  
5 herewith.

6 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to  
7 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The  
8 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies  
9 with the requirements of law and appears to be the best notice practicable under the circumstances.

10 7. The Court hereby preliminarily approves the definition and disposition of the Gross  
11 Settlement Amount of \$500,000.00, which is inclusive of: attorneys' fees of up to one-third (1/3) of  
12 the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement,  
13 amounts to \$166,666.67, in addition to actual costs incurred of up to \$30,000.00; a service award of  
14 \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$7,950.00; and Private  
15 Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$50,000.00, of which  
16 \$37,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and  
17 \$12,500.00 (25%) to "Aggrieved Employees," defined as all persons who are employed or have  
18 been employed by Defendants as a non-exempt employee in the State of California at any time  
19 during the period of December 28, 2021 through the end of the Class Period ("PAGA Period").

20 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be  
21 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

22 9. Class Members' "Workweeks" will be determined by reference to weeks worked as  
23 reflected in timekeeping, payroll, and/or other records.

24 10. The Gross Settlement Amount is based on the Defendants' representation in  
25 connection with mediation that there are 12,743 workweeks during the time period from December  
26 29, 2018 to January 2, 2024. Should the number of workweeks during the Class Period exceed  
27 14,017 (110% of the work weeks during the aforementioned time period), Defendants will have the  
28 option to have the Class Period and PAGA Period expire as of the point in time that the workweeks

1 equal 14,017 and not contribute any additional amount to the Gross Settlement Amount. In the  
2 alternative, Defendants will have the option to increase the Net Settlement Amount on a pro-rata  
3 basis equal to the percentage increase in the number of workweeks worked by the Class Members  
4 above 14,017. The Class Period and PAGA Period shall end as of the point in time that the  
5 workweeks equal 14,017 unless Defendants elect to extend the Class Period and PAGA Period  
6 within seven (7) calendar days after the Settlement Administrator provides notice of the number of  
7 workweeks to Defendants' Counsel.

8         11.         The Court deems ILYM Group, Inc. ("Settlement Administrator" or "ILYM"), the  
9 Settlement Administrator, and preliminarily approves payment of administrative costs, not to exceed  
10 \$7,950.00 out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of  
11 the class.

12         12.         Within thirty (30) calendar days after the Court's Preliminary Approval of the  
13 Settlement, Defendants shall provide to the Settlement Administrator the Class List. No later than  
14 three (3) business days after receipt of the Class List, the Settlement Administrator shall notify Class  
15 Counsel and Defendants' Counsel that the list has been received and state the number of Class  
16 Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class List.

17         13.         Using best efforts to perform as soon as possible, and in no event later than fourteen  
18 (14) calendar days after receiving the Class List, the Settlement Administrator shall send to all Class  
19 Members identified in the Class List, via first-class United States Postal Service ("USPS") mail, the  
20 Settlement Notice (with Spanish translation). The first page of the Settlement Notice shall  
21 prominently estimate the dollar amounts of any Settlement Award to Class Members, and the  
22 number of workweeks used to calculate these amounts. Before mailing Settlement Notices, the  
23 Administrator shall update Class Members' addresses using the National Change of Address  
24 database. Any Settlement Notice returned to the Settlement Administrator with a forwarding address  
25 shall be re-mailed within three (3) business days following receipt of the returned mail. If no  
26 forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a  
27 correct address using a skip-trace, or other search using the name, address and/or Social Security  
28

1 number of the Class Member involved and shall re-mail the Notice of Settlement. Under no  
2 circumstances shall such re-mailing extend the Notice Deadline.

3 14. “Notice Deadline” means the date forty-five (45) days after the Settlement Notice is  
4 initially mailed to the Class. Class Members shall have until the Notice Deadline to object to or opt-  
5 out of the Settlement.

6 15. Within ten (10) days after the Notice Deadline, the Settlement Administrator shall  
7 provide Defendants’ Counsel and Class Counsel, respectively, a report showing: (i) a list of  
8 Participating Individuals by unique identifier; (ii) the Settlement Awards owed to each of the  
9 Participating Individuals; (iii) the final number of Class Members who have submitted objections  
10 or valid letters requesting exclusion from the Settlement; (iv) the number of undeliverable Notices  
11 of Settlement; (v) the estimated average and median recovery per Class Member who have not  
12 submitted valid letters requesting exclusion from the Settlement; (vii) the largest and smallest  
13 estimated amounts to be paid to Class Members who have not submitted valid letters requesting  
14 exclusion from the Settlement.

15 16. Upon completion of administration of the Settlement, the Settlement Administrator  
16 shall provide written certification of such completion to counsel for all Parties and the Court. This  
17 written certification shall include the total number of Participating Individuals; the average and  
18 median recovery per Participating Individual; the largest and smallest amounts paid to Participating  
19 Individuals; and the number and value of checks not cashed. Within ten (10) days after the  
20 conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide  
21 Defendants’ Counsel and Class Counsel, respectively, a report regarding the total amount of any  
22 funds that remain from checks that are returned as undeliverable or are not negotiated.

23 17. The Settlement Notice shall provide that Class Members who wish to object to the  
24 Settlement must, on or before the Notice Deadline, file with the Court a written statement objecting  
25 to the Settlement. Such objection shall not be valid unless it includes the information specified in  
26 the Settlement Notice. The statement must be signed personally by the objector, and must include  
27 the objector’s name, address, telephone number, email address (if applicable), the factual and legal  
28 grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing.

1 The Settlement Notice shall advise Class Members that objections shall only be considered if the  
2 Class Member has not opted out of the Settlement. No Class Member shall be entitled to be heard  
3 at the Final Approval Hearing (whether individually or through counsel), unless written notice of  
4 the Class Member's intention to appear at the Final Approval Hearing has been filed with the Court  
5 and served upon Class Counsel and Defendants' Counsel on or before the Notice Deadline and the  
6 Class Member has not opted out of the Settlement. The postmark date of mailing to Class Counsel  
7 and Defendants' Counsel shall be the exclusive means for determining that an objection is timely  
8 mailed to counsel. If postmark dates differ, the later of the two postmark dates will control. Absent  
9 good cause found by the Court, persons who fail to make timely written objections in the manner  
10 specified above shall be deemed to have waived any objections and oppositions to the Settlement's  
11 fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether  
12 by appeal or otherwise) to the Settlement. However, the requirement that the Class Member submit  
13 a written objection may be excused by the Court upon a showing of good cause.

14 18. The Settlement Notice shall provide that Class Members, other than Named Plaintiff,  
15 who wish to exclude themselves from the Settlement ("opt out") must mail to the Settlement  
16 Administrator a written statement indicating that they do not wish to participate or be bound by the  
17 Settlement. The written request for exclusion must contain the Class Member's full name, address,  
18 telephone number, email address (if applicable), and last four digits of their social security number,  
19 and must be signed individually by the Class Member. No opt-out request may be made on behalf  
20 of a group. Such written statement must be postmarked by the Notice Deadline. Aggrieved  
21 Employees are bound by and cannot exclude themselves from the PAGA component of the  
22 Settlement even if they request exclusion.

23 19. In the event any request for exclusion is timely submitted but does not contain  
24 sufficient information to be valid, the Settlement Administrator shall provide the Class Member,  
25 within seven (7) calendar days, a letter requesting the information that was not provided and giving  
26 the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid  
27 submission that is not timely cured will be considered a nullity.

28 20. Any Class Member who fails to submit a timely request to exclude themselves from

1 the Settlement by following the procedure set forth in the Settlement Notice shall automatically be  
2 deemed a Participating Individual whose rights and claims with respect to the issues raised in the  
3 Actions are determined by any order the Court enters granting Final Approval, and any judgment  
4 the Court ultimately enters in the Actions and are subject to the Class Released Claims. Any such  
5 Class Member's rights to pursue any Class Released Claims will be extinguished if they do not  
6 timely request exclusion. Any Aggrieved Employee will be automatically deemed a Participating  
7 Individual as determined by any order by the Court approving the Settlement, and their rights to  
8 pursue any PAGA Released Claims will be extinguished. Any Aggrieved Employee will not have  
9 a right to request exclusion from the Settlement.

10 21. To the extent that any Class Member disputes the number of workweeks that the  
11 Class Member worked, as shown in their Settlement Notice, such Class Members may produce  
12 evidence to the Settlement Administrator establishing the dates they contend to have worked for  
13 Defendants. The deadline for Class Members to submit disputes pursuant to this paragraph is the  
14 Notice Deadline (disputes must be postmarked by the Notice Deadline).

15 22. Within fourteen (14) days of the Effective Date of the Settlement, Defendants shall  
16 deposit the Gross Settlement Amount into the Settlement Administrator's designated account.  
17 Defendants shall not have access to the Gross Settlement Amount once those funds are deposited  
18 into the Settlement Administrator's designated account, including any earned interest accrued  
19 following deposit. Any interest gained on the Gross Settlement Amount in the Settlement  
20 Administrator's designated account shall be deemed part of the Gross Settlement Amount. The  
21 Gross Settlement Amount is fully non-reversionary. All disbursements shall be made from the Gross  
22 Settlement Amount.

23 23. If, at the conclusion of the 180-day check cashing period set forth in the Agreement,  
24 any funds remain from checks that are returned as undeliverable or are not negotiated, those monies  
25 shall be distributed, subject to the Court's approval, to the California State Controller Unclaimed  
26 Property Fund in the name of the Participating Individual to be held by the Controller's Office for  
27 the benefit of the Participating Individual until such time as they claims their property, as allowed  
28 by law.


1        24.        The Gross Settlement includes: (1) Administration Costs up to \$7,950.00; (2) a  
2 service award of up to \$7,500.00 to Plaintiff Macsimina Arias for her time and effort in pursuing  
3 this case and in exchange for a broader release of claims against Defendants; (3) up to one-third  
4 (1/3) of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the  
5 Settlement Agreement, shall amount to \$166,666.67; (4) up to \$30,000.00 in litigation costs to Class  
6 Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of  
7 \$50,000.00, of which 75% (or \$37,500.00) will be paid to the California Labor and Workforce  
8 Development Agency ("LWDA") and 25% (\$12,500.00) will be distributed to Aggrieved  
9 Employees. After deducting these sums, a total of approximately not less than \$237,884.00 will be  
10 available for distribution to Class Members ("Net Settlement Amount"), and \$12,500.00 will be  
11 available for distribution to Aggrieved Employees.

12        25.        All papers filed in support of final approval, including supporting documents for  
13 attorneys' fees and costs, shall be filed by January 30, 2026.

14        26.        A Final Fairness and Approval Hearing shall be held with the Court on  
15 February 26, 2026 at 10 : 30 a.m in Department 1 of the above-entitled Court to  
16 determine: (1) whether the proposed settlement is fair, reasonable and adequate, and should be  
17 finally approved by the Court; (2) the amount of attorneys' fees and costs to be awarded to Class  
18 Counsel; (3) the amount of service award to the Class Representative; (4) the amount to be paid to  
19 the Settlement Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the  
20 LWDA and Aggrieved Employees.

21 **IT IS SO ORDERED.**

22  
23 Dated: 10/31/2025

  
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Judge of the Superior Court



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