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on behalf of herself and all others similarly situated
8 and aggrieved

FILED
Superior Court of California
County of Los Angeles
02/26/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

13 MACSIMINA ARIAS, on behalf of herself and
all other similarly situated and aggrieved,
14
15 **Plaintiff,**
16
17 **v.**
18 THE VARIEL SERVICES, LLC, a California
corporation; and DOES 1 through 100,
19 inclusive,
20
21 **Defendant.**

CASE NO.: 22STCV40826
[Assigned for all purposes to the Hon. Theresa
M. Traber in Department 1]
**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE AWARD**

1 This matter having come before the Court on February 26, 2026, 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 Amended Class
4 Action Settlement Agreement and Release (“Settlement,” “Agreement” or “Settlement Agreement”)
5 submitted in support of the Motion for Preliminary Approval of Class and Representative Action
6 Settlement and Provisional Class Certification for Settlement Purposes Only; and due and adequate
7 notice having been given to the Class Members as required in the Preliminary Approval Order; and
8 the Court having considered all papers filed and proceedings had herein and otherwise being fully
9 informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND**

10 **DECREEED 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”) for the purpose of settlement only: all persons
20 who are employed or have been employed by defendants The Variel Services, LLC and Momentum
21 Senior Living LLC (“Defendants”) as a non-exempt employee in the State of California during the
22 period from December 29, 2018 through March 1, 2024 (“Class Period”).

23 5. “Plaintiff” refers to Macsimina Arias, the named Plaintiff in the Action.

24 6. The parties released shall include: Defendants and their past, present, and future parent
25 companies, subsidiaries, related or affiliated companies or entities, joint employers, predecessors,
26 successors, and assigns, and any of their shareholders, affiliates, owners, communities, community
27 property owners, members, investors, divisions, representatives, officers, directors, board members,
28 trustees, owners, shareholders, employees, agents, attorneys, auditors, accountants, experts,

1 contractors, stockholders, representatives, partners, insurers, as well as any individual or entity that
2 could be liable for any of the Released Claims.

3 7. Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
4 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
5 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
6 Members, and Class Counsel in exchange for the consideration set forth in this Settlement
7 Agreement, will release claims against all Released Parties as follows:

- 8 a. **Class Released Claims.** For the duration of the Class Period, all Class Members who
9 do not timely and validly request exclusion from the settlement pursuant to Paragraph
10 22 on behalf of themselves and their respective former and present representatives,
11 and all persons purporting to act on their behalf, including, but not limited to, their
12 dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors,
13 administrators, trustees, conservators, guardians, personal representatives, and
14 successors-in-interest, whether individual, class, representative, legal, equitable,
15 direct or indirect, or any other type or in any other capacity (collectively, the
16 “Releasing Parties”), shall and hereby do release all Releasees, finally, irrevocably,
17 and forever, from any and all claims alleged and/or that could have been alleged
18 based on the facts alleged in the Operative Complaint, excluding the claims under
19 PAGA, during the Class Period. This shall include any claims during the Class
20 Period for the purported payment or nonpayment of compensation (including, but
21 not limited to, wages, minimum wage, straight time, overtime (including double
22 time), and/or premium pay); failure to incorporate non-discretionary bonuses and/or
23 other forms of pay when calculating an employee’s regular rate; failure to pay meal
24 and rest period premium wages and sick time pay at an accurate regular rate of pay;
25 failure to pay overtime based on an accurate regular rate of pay; failure to pay for all
26 hours worked; failure to timely pay wages during employment; failure to pay wages
27 at discharge or termination; failure to provide compliant meal periods and authorize
28 and permit rest periods and otherwise requiring on-duty/on-call rest periods; failure

1 to accurately record time, including all time worked (including, but not limited to,
2 off-the-clock, meal periods, rounding, editing and/or manipulation of time entries,
3 and auto-deduction of meal periods); failure to provide timely and compliant wage
4 statements and to maintain records including failure to maintain accurate records;
5 failure to reimburse reasonable business expenses (including but not limited to cell
6 phones, uniforms, required clothing, equipment, safety devices and safeguards,
7 vehicle usage); failure to pay paid time off and vacation time and other compensation
8 owed upon separation; failure to pay reporting time wages; secretly paying lower
9 wage according to contract or statute; unlawfully collecting paid wages under Labor
10 Code section 221 and 223; failure to comply with Business and Professions Code
11 17200 et seq.; violation of and/or failure to comply with California Labor Code,
12 including, but not limited to, §§ 200, 201, 202, 203, 204, 210, 218.5, 221, 223, 226,
13 226(a), 226(e), 226.7, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
14 1198, 1198.5, 1198.3, 1199, 2802, and applicable IWC Wage Orders, Civil Code
15 Section 3287(a); failure to comply with Labor Code section 432.6; conducting
16 unlawful background checks in violation of Labor Code section 432.7 and
17 Government Code section 12952; relying on the salary history information on an
18 application for employment in violation of Labor Code section 432.3; related
19 premiums, statutory penalties, waiting time penalties; liquidated damages; interest;
20 punitive damages; expenses; costs; attorneys' fees; equitable relief; injunctive relief;
21 declaratory relief; or accounting; whether such causes of action are in tort, contract,
22 or pursuant to a statutory remedy

23 b. **PAGA Released Claims.** For the duration of the PAGA Period, all Aggrieved
24 Employees, shall and hereby do release all Releasees, finally, irrevocably, and
25 forever, from any and all claims and rights to recover civil penalties under the Private
26 Attorneys' General Act and any rights to recover costs, expenses, attorneys' fees and
27 interest pursuant to PAGA that were alleged, or could have been alleged, based on
28 the facts alleged in the Actions, including but not limited to the Operative Complaint

1 and Amended PAGA Letter(s), during the PAGA Period. The Parties intend and
2 agree that the Final Approval Order and the Judgment entered as a result of this
3 Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed
4 by law and shall also be effective to adjudicate and release the claims and/or rights
5 of the LWDA to recover civil penalties against the Releasees on behalf of the
6 Aggrieved Employees for any PAGA Released Claims (i.e., the Judgment on this
7 Settlement will have *res judicata* effect as to those claims of Aggrieved Employees
8 and the LWDA, whether pursued directly by the LWDA or by a representative
9 pursuant to PAGA).

10 8. Distribution of the Notice of Proposed Class and Representative Action Settlement and
11 Date for Final Approval Hearing (“Class Notice”) directed to the Class Members as set forth in the
12 Settlement Agreement and the other matters set forth herein have been completed in conformity
13 with the Preliminary Approval Order, including individual notice to all Class Members who could
14 be identified through reasonable effort, and was the best notice practicable under the circumstances.
15 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
16 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
17 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

18 9. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
19 objected to the Settlement.

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

25 11. This Court hereby approves the settlement set forth in the Settlement Agreement and
26 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
27 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
28 as a result of intensive, serious and non-collusive arm’s-length negotiations. The Court further finds

1 that the Parties have conducted extensive and costly investigation and research, and counsel for the
2 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
3 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
4 be presented by the further prosecution of this Action. The Court has noted the significant benefits
5 to the Class Members under the Settlement. The Court also finds that the class is properly certified
6 as a class for settlement purposes only.

7 12. The Court approves plaintiff Macsimina Arias as class representative.

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

10 14. The Court approves ILYM Group, Inc. (“ILYM”) as the Settlement Administrator.

11 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of
12 \$166,666.67, which is one-third (1/3) of the Gross Settlement Amount and to be deducted
13 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$17,157.42
14 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
15 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
16 Agreement.

17 16. The Court hereby approves a service award of \$7,500.00 to Plaintiff, in consideration
18 of their time, effort and risk incurred on behalf of the Settlement Class, and for providing a general
19 release and a waiver of rights pursuant to California Civil Code section 1542. The service award
20 will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement Amount as set
21 forth in the Settlement Agreement.

22 17. The Court hereby approves the Settlement Administrator's cost in the amount of
23 \$7,950.00. The Settlement Administrator, ILYM, shall be paid the cost of administration of the
24 settlement from the Gross Settlement Amount.

25 18. The Court hereby approves the PAGA penalties amount of \$50,000.00, seventy-five
26 percent (75%) or \$37,500.00 of which will be paid to the Labor and Workforce Development
27 Agency (“LWDA”) out of the Gross Settlement Amount, and twenty-five percent (25%) or
28 \$12,500.00 of which will be distributed to “Aggrieved Employees,” defined as all persons who are

1 employed or have been employed by Defendants as a non-exempt employee in the State of
2 California at any time during the period of December 28, 2021 through the end of the Class Period
3 (the "PAGA Period").

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

6 20. Within fourteen (14) days of the Effective Date of the Settlement, Defendants shall
7 deposit the Gross Settlement Amount into the Settlement Administrator's designated account.
8 Defendants shall not have access to the Gross Settlement Amount once those funds are deposited
9 into the Settlement Administrator's designated account, including any earned interest accrued
10 following deposit. Any interest gained on the Gross Settlement Amount in the Settlement
11 Administrator's designated account shall be deemed part of the Gross Settlement Amount. The
12 Gross Settlement Amount is fully non-reversionary. All disbursements shall be made from the Gross
13 Settlement Amount.

14 21. "Effective" or "Effective Date" means ten (10) days after the Settlement becomes Final.
15 "Final" means the date when all of the following events have occurred: (a) the Court enters a
16 judgment on its Order Granting Final Approval of the Settlement ("Judgment"); and (b) the
17 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
18 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
19 or more Participating Class Members objects to the Settlement, the day after the deadline for filing
20 a notice of appeal from the Judgment and no notice of appeal is timely filed; or if a timely appeal
21 from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a
22 remittitur.

23 22. The Settlement Administrator shall mail all Settlement Awards to Participating
24 Individuals who do not timely request exclusion within ten (10) days after Defendants' deadline to
25 deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as
26 soon as reasonably practicable thereafter. The Settlement Administrator shall then provide written
27 certification of mailing to Class Counsel and Defendants' Counsel.

28

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

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

10 25. A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled
11 for 2/26/2027, at 4 :00 p.m. in Department 1 of the above-entitled Court. At
12 least five (5) calendar days prior to said Hearing, the Parties shall file a declaration confirming that
13 the claims have been paid and that administration of all the terms and conditions of the class action
14 settlement have been completed. Should the Court find that said declaration has sufficiently
15 evidenced full and complete administration of the class action settlement, the Hearing Re: Final
16 Administration of the Class Action Settlement will go off-calendar.

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

20
21 **IT IS SO ORDERED.**

22
23 Dated: 02/26/2026, ~~2026~~



[Handwritten signature]

Judge of the Superior Court

Timothy Patrick Dillon / Judge