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Attorneys for Plaintiffs,
YANIRA ROSAS and her guardian, DIANA TAPIA

FILED
Superior Court of California
County of Los Angeles

05/05/2025

David W. Slybia, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

YANIRA ROSAS, a minor, by and through) Case No.: 21STCV24645
her guardian, DIANA TAPIA, individuals,) [Assigned for all purposes to: Stuart M. Rice]

Plaintiffs,

vs.

KIDS EMPIRE ANAHEIM, LLC, KIDS)
EMPIRE BAKERSFIELD (CA), LLC, KIDS)
EMPIRE COVINA, LLC, KIDS EMPIRE)
MONROVIA, LLC, KIDS EMPIRE)
MONTCLAIR, LLC, KIDS EMPIRE)
NORTHRIDGE, LLC, KIDS EMPIRE)
ONTARIO, LLC, KIDS EMPIRE OTAY)
RANCH (CA), LLC, KIDS EMPIRE)
POMONA, LLC, KIDS EMPIRE RIALTO,)
LLC, KIDS EMPIRE RIVERSIDE, LLC,)
KIDS EMPIRE SOUTH GATE, LLC, KIDS)
EMPIRE USA, LLC, KIDS EMPIRE)
WOODLAND HILLS, LLC, HIAM ELBAZ,)
an individual, and DOES 1-10,)

Defendants.

AMENDED
~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT

Date: April 3, 2025

Time: 10:30 a.m.

Dept: 1

~~PROPOSED~~ ORDER

The Motion of Plaintiff YANIRA ROSAS for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) came regularly for hearing before this Court on April 3, 2025. The Court, having considered the Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 1 to the Declaration of Theodore Khachaturian in support of the Motion; having considered Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Amended Class Action and PAGA Settlement Agreement and Class Notice (submitted after the April 3rd hearing) and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing. All terms used herein shall have the same meaning as defined in the Amended Settlement Agreement. As described in the Amended Settlement Agreement, the following table describes the Gross Settlement Amount less all estimated deductions and the estimated Net Settlement Amount (NSA) that will be available for distribution to the class:

Gross Settlement Amount	\$432,500
Settlement Administration Costs	\$11,500 (not to exceed)
Class Representative Enhancement Payments	\$10,000
PAGA Payment	\$50,000 (75% (\$37,500) to the California LWDA and 25% (\$12,500) to PAGA Members (the “PAGA Penalties”).
Class Counsel’s Fees	\$144,167
Class Counsel Costs	\$20,000 (not to exceed)
Net Settlement Amount	\$196,833

For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following settlement Class:

“all persons who are or were employed by Holding IP Parks USA LLC, Kids Empire Moreno Valley, LLC, Kids Empire Ontario, LLC, Kids Empire Otay Ranch (CA), LLC, Kids Empire Pomona, LLC, Kids Empire Riverside, LLC, Kids Empire South Gate, LLC, Kids Empire USA, LLC, Kids Empire California LLC (formerly known as Kids Empire Covina (CA) LLC) (including the following of its predecessor entities that merged into it on December 31, 2024: Kids Empire Anaheim, LLC; Kids Empire Bakersfield (CA) LLC; Kids Empire Monrovia, LLC, Kids Empire Montclair, LLC; Kids Empire Northridge LLC; Kids Empire Rialto LLC; Kids Empire Woodland Hills LLC; and KESG Holdings, LLC) and Haim Elbaz in California, and/or indirect subsidiaries that that own and/or operate store locations in California including Kids Empire Otium, LLC, Kids Empire Antelope Marketplace (CA), Kids Empire Clovis, LLC, and classified as non-exempt at any time during the class period.”

2. For purposes of the Settlement only, the Court designates Plaintiff Yanira Rosas as the Class Representatives and designates Workplace Rights Law Group, LLP as Class Counsel.

3. The Court designates CPT Group as the third-party Settlement Administrator.

4. The Parties are ordered to implement the Settlement according to the terms of the Amended Settlement Agreement.

5. The Court approves, as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached as Exhibit A to the Amended Settlement Agreement.

6. The Court finds that the form of notice to the Class regarding the pendency of the Action and of the Settlement, the dates selected for mailing and distribution, and the methods of giving notice to members of the Class, satisfy the requirements of due process, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all

1 members of the Class. The form and method of giving notice complies fully with the
2 requirements of California Code of Civil Procedure § 382, California Civil Code § 1781,
3 California Rules of Court §§ 3.766 and 3.769, the California and United States Constitutions, and
4 other applicable law.

5 7. The Court further approves the procedures for Class Members to opt-out of or
6 object to the Settlement, as set forth in the Class Notice and the Amended Settlement Agreement.
7 The procedures and requirements for filing objections in connection with the final fairness
8 hearing are intended to ensure the efficient administration of justice and the orderly presentation
9 of any Class Member's objection to the Settlement, in accordance with the due process rights of
10 all Class Members. All persons who properly and timely opt-out of the Class Settlement shall not
11 be Participating Class Members and shall have no rights with respect to the Settlement, no
12 interest in the Settlement proceeds, and no standing to object to the proposed Settlement, except
13 that such persons will still be paid their Individual PAGA Payments and will be bound by the
14 Released PAGA Claims.

15 8. The Court directs the Settlement Administrator to mail the Class Notice to the
16 members of the Class in accordance with the terms of the Settlement.

17 9. The Class Notice shall provide 45 calendar days' notice (plus an additional 14
18 days for Class Members whose Class Notice is re-mailed) for Class Members to submit disputes,
19 opt-out of, or object to the Settlement.

20 10. The hearing on Plaintiffs' Motion for Final Approval of Settlement on the
21 question of whether the Settlement should be finally approved as fair, reasonable, and adequate
22 is scheduled in Department 1 of this Court, located at 312 N. Spring Street, Los Angeles,
23 California 90012, on October 8, 2025 at 10:30 a.m.

24 11. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement
25 should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment
26 granting final approval of the Settlement should be entered; and (c) whether Plaintiffs'
27 application for Class Representative Enhancement Payments, Settlement Administration Costs,
28 and Class Counsel's attorneys' Fees and Costs, should be granted.

12. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiffs' application for Class Representative Enhancement Payments, Settlement Administration Costs, and Class Counsel's attorneys' Fees and Costs, prior to the hearing on Plaintiffs' Motion for Final Approval of Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendants to provide class contact information, workweek information, and pay period information to the Settlement Administrator no later than:	May 20, 2025 (15 days following grant of preliminary approval)
Settlement Administrator to mail the Class Notice to the Class Members no later than:	June 3, 2025 (14 days after receiving class data)
Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:	July 18, 2025 (45 days after receiving notice of settlement) or August 1, 2025 (if notice was re-mailed by administrator)
Deadline for Plaintiffs to file Motion for Final Approval of Class Action and PAGA Settlement:	September 15, 2025
Hearing on Motion for Final Approval of Settlement: (suggested date: October 8, 2025 at 10:30 a.m. in Dept. 1.	U&C à^!Â ËÖÇ Á&F&H&C



14. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendants or the Released Parties in any way that the claims asserted have any merit or that this Action was properly brought as a

1 class or representative action, and shall not be used as evidence of, or used against Defendants or
2 the Released Parties as, an admission or indication in any way, including with respect to any claim
3 of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any
4 allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
5 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement,
6 nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in
7 evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants or
8 the Released Parties, including, but not limited to, evidence of a presumption, concession,
9 indication or admission by Defendants or the Released Parties of any liability, fault, wrongdoing,
10 omission, concession or damage. The fact that the parties were willing to stipulate to certification
11 of class for settlement purposes shall have no bearing on, nor be admissible in connection with,
12 the issue of whether a class should be certified in a non-settlement context, and the parties to the
13 Settlement shall be deemed to have reverted to their respective status as of the date and time
14 immediately before the execution of the Agreement.

15 15. Pending the Final Fairness hearing, all proceedings in this Action, other than
16 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
17 Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court
18 hereby enjoins Plaintiff and all members of the Class from filing or prosecuting any claims, or
19 suits regarding claims released by the Settlement, unless and until such Class Members have
20 filed valid Requests for Exclusion with the Settlement Administrator.

21 16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures
22 in connection with the administration of the Settlement which are not materially inconsistent
23 with either this Order or the terms of the Settlement.

24
25
26 DATED: _____, 2025

27
28


By: _____
HON. STUART M. RICE
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 130 North Brand Boulevard, Suite 410, Glendale, California 91203.

On May 2, 2025, I served the foregoing document described as:

**AMENDED [PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on the interested parties set out as follows, by the method indicated below:

<p>Littler Mendelson, P.C. Steven Groode, Esq. Jacob Lahana, Esq. 2049 Century Park East, Fifth Floor Los Angeles, CA 90067 Phone: (310) 553-0308 Email: sgroode@littler.com; jlahana@littler.com Attorney for Defendants ELBAZ HIAM KESG HOLDINGS LLC KIDS EMPIRE ANAHEIM LLC KIDS EMPIRE BAKERSFIELD CA LLC KIDS EMPIRE COVINA LLC KIDS EMPIRE MONROVIA LLC KIDS EMPIRE MONTCLAIR LLC KIDS EMPIRE NORTHRIDGE LLC KIDS EMPIRE ONTARIO LLC KIDS EMPIRE OTAY RANCH CA LLC KIDS EMPIRE POMONA LLC KIDS EMPIRE RIALTO LLC KIDS EMPIRE RIVERSIDE LLC KIDS EMPIRE SOUTH GATE LLC KIDS EMPIRE USA LLC KIDS EMPIRE WOODLAND HILLS LLC</p>	
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XXX **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

XXX **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 2, 2025, at Glendale, California.

Geri Johnston