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1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs Yvette Cosme, Cari Walker, and Flor Alejandra Rodriguez (“Plaintiffs”) and
3 Defendant Ambitions California, Inc. (“Defendant”) have reached terms of settlement for a putative class
4 action and PAGA case.

5 Plaintiffs have filed a Motion for Preliminary Approval of a Class Action and PAGA Settlement
6 of the claims asserted against Defendant in this action, memorialized in the CLASS ACTION AND PAGA
7 SETTLEMENT AGREEMENT AND CLASS NOTICE; (*see* Declaration of Kane Moon In Support of
8 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement [“Moon Decl.”], at Exh. 1).
9 CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE is “Settlement”
10 or “Agreement”;

11 After reviewing the Agreement, the Class Notice process, and other related documents, and having
12 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. The Court preliminarily finds that the terms of the proposed class action Settlement are
14 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure Section 382. In granting
15 preliminary approval of the class action settlement, the Court has considered the factors identified in *Dunk*
16 *v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal.
17 App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

18 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
19 non-collusive arms-length negotiations. The Court further finds that the parties have conducted thorough
20 investigation and research, and the attorneys for the parties are able to reasonably evaluate their respective
21 positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well
22 as avoid the delay and risks that would be presented by the further prosecution of the action. The Court
23 finds that the risks of further prosecution are substantial.

24 3. The parties’ Settlement is granted preliminary approval as it meets the criteria for
25 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears to
26 be presumptively valid, subject only to any objections that may be raised at the final fairness hearing. The
27 Settlement Class meets the requirements for conditional certification for settlement purposes only under
28 Code of Civil Procedure § 382, and this case is manageable as a PAGA action. The Court finds that it is

1 appropriate to notify the members of the proposed settlement Class and the Aggrieved Employees of the
2 terms of the proposed settlement.

3 4. The parties' proposed notice plan is constitutionally sound because individual notices will
4 be mailed to all Class members and Aggrieved Employees whose identities are known to the parties, and
5 such notice is the best notice practicable. The parties' proposed Court Approved Notice of Class Action
6 Settlement And Hearing Date For Final Court Approval form ("Class Notice"), attached to the Settlement
7 as Exhibit B, is sufficient to inform the Class and Aggrieved Employees of the terms of the Settlement and
8 their rights under the Settlement, and the Class Members' rights to object to the Settlement and receive a
9 payment under the settlement or elect not to participate in the settlement, and the processes for doing so,
10 and the date and location of the final approval hearing, and are therefore approved.

11 5. The following persons are certified as the Class solely for the purpose of entering a
12 settlement in this matter:

13 All persons employed by Ambitions in California as non-exempt residential program
14 Employees from March 2, 2016 to July 1, 2017, and all persons employed by Ambitions
15 in California and classified as a non-exempt employee from July 2, 2017 to the to the
16 latter of the date the Court grants preliminary approval or the date when the Workweeks
17 for the Class reaches 111,358 Workweeks (the "Release End Date").Date when this Court
18 grants preliminary approval.

19 6. The Aggrieved Employees are:

20 All person employed by Ambitions in California and classified as a non-exempt employee
21 from April 28, 2020 to the date the Court grants preliminary approval of the Settlement
22 or the Release End Date, whichever is later.

23 7. Plaintiffs Yvette Cosme, Cari Walker, and Flor Alejandra Rodriguez are appointed the
24 Class Representatives and representatives of the Aggrieved Employees. However, the Court will not
25 award the requested Enhancement Award for each Plaintiff in the amount of \$7,500.00 at the time of the
26 final fairness hearing. Instead, the Court will award \$7,500.00 to Plaintiff Cosme, \$5,000.00 to Plaintiff
27 Walker, and \$5,000.00 for Plaintiff Rodriguez.

28 8. Plaintiffs' counsel are adequate, as they are experienced in wage and hour class action
litigation and have no conflicts of interest with absent Class members and Aggrieved Employees, and that
they adequately represented the interests of absent class members in the Litigation.

1 9. Thomas A. Kearney, Prescott W. Littlefield, and Richard D. Lambert, of **Kearney**
2 **Littlefield, LLP**, Brandon T. Littlefield of **Littlefield Law**, Kane Moon and Lilit Ter-Astvatsatryan of **Moon**
3 **& Yang, APC**, are appointed Class Counsel.

4 10. The Court appoints Phoenix Class Action Administration Solutions, to act as the
5 Settlement Administrator, pursuant to the terms set forth in the Agreement.

6 11. Defendant is directed to provide the Settlement Administrator the Class Data, which
7 includes the names and most recent known mailing addresses of the Class, and any other information
8 required in accordance with the Agreement, **no later than twenty-one calendar days after entry of this**
9 **Order.**

10 12. The Settlement Administrator is directed to mail the approved Class Notice by first-class
11 mail to the Class in accordance with the Agreement, **no later than fourteen calendar days after receiving**
12 **the Class Data.**

13 13. The Class will be bound by the Agreement unless they submit a timely and valid written
14 request to be excluded from the Settlement, postmarked **no later than 60 days following mailing of the**
15 **Class Notice.** Aggrieved Employees will be bound by the Agreement and have no opportunity to opt out
16 or exclude themselves.

17 14. Any request for exclusion shall be submitted to the Settlement Administrator rather than
18 filed with the Court and must be in the manner and form as described in the Settlement. Plaintiffs may not
19 file a request for an exclusion.

20 15. A final approval hearing will be held on **October 16, 2023, at 10:00 a.m., in Department**
21 **SSC-11**, to determine whether the settlement should be granted final approval as fair, reasonable, and
22 adequate as to the Class and Aggrieved Employees. At that time, the Court will hear all evidence and
23 arguments necessary to evaluate the Settlement. The Class and their counsel may support or oppose the
24 Settlement, if they so desire, in accordance with the procedures set forth in the Settlement, Class Notice
25 and this Order. The final approval hearing may be conducted telephonically, based upon conditions related
26 to the COVID-19 pandemic at that time.

27 16. Plaintiffs shall file a Motion for Final Approval, including any request for an award of fees,
28 costs, and an enhancement awards to Plaintiffs, no later than sixteen court days prior to the final approval

1 hearing. In conjunction with the filing of the final approval motion, a declaration from the Settlement
2 Administrator on the outcome of the notice process shall be filed with the Court.

3 17. As set forth in the Notice, any Class member may appear at the final approval hearing in
4 person (which “in person” appearance may be telephonic, as noted above) or by his or her own attorney
5 and show cause why the Court should not approve the settlement, or object to the motion for awards to the
6 Class Representatives and attorney’s fees and costs. For any written comments or objections to be
7 considered at the hearing, the Class member must submit a written objection in accordance with the
8 deadlines set forth in the Class Notice, or as otherwise permitted by the Court.


9 18. Class Counsel shall give notice to any objecting party of any continuance of the hearing of
10 the motion for final approval.

11 19. The Court retains jurisdiction to consider all further applications arising out of or in
12 connection with the settlement.

13
14 **IT IS SO ORDERED.**

15
16 Dated: _____

06/05/2023



Hon. David S. Cunningham
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party
4 to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

5 On the date indicated below, I served the document described as: **[PROPOSED] AMENDED ORDER**
6 **GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** on the
7 interested parties in this action by sending [] the original [or] [] a true copy thereof [] to interested parties as
8 follows [or] [] as stated on the attached service list:

9 Thomas A. Kearney
10 Prescott W. Littlefield
11 Richard D. Lambert
12 **KEARNEY LITTLEFIELD, LLP.**
13 3436 N. Verdugo Rd., Ste. 230
14 Glendale, CA 91208
15 Telephone (213) 473-1900
16 Facsimile (213) 473-1919
17 pwl@kearneylittlefield.com
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Attorneys for Defendant AMBITIONS CALIFORNIA, INC.

26 [] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept
27 electronic service, I caused the documents to be sent to the persons at the electronic service addresses
28 listed above via third-party cloud service **CASEANYWHERE.**

1 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail
2 delivery on the parties listed herein at their most recent known e-mail address from e-mail
3 karen.castillo@moonyanglaw.com pursuant to California Rules of Court. I did not receive, within a
4 reasonable time after the transmission, any electronic message or other indication that the
5 transmission was unsuccessful.

6 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and
7 correct. Executed this **June 1, 2023** at Los Angeles, California.

8 Karen Castillo
9 Type or Print Name

10 
11 Signature