

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Rosemary C. Khoury (SBN 331307)

rkhoury@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Facsimile: (619) 595-3000

STONEBROOK LAW

Joseph Tojarieh (SBN 265492)

jft@stonebrooklaw.com

10250 Constellation Boulevard, Suite 100

Los Angeles, CA 90067

Telephone: (310) 553-5533, ext. 1001/Facsimile: (310) 553-5536

Attorneys for Plaintiff Sunny K. Tam, on behalf of himself
and other similarly-situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

SUNNY K. TAM, on behalf of himself
and other similarly-situated employees
Plaintiff,

v.

Q TECH CORPORATION, a California
Corporation; and DOES 1 Through 10,
inclusive,

Defendants.

Lead Case No. 21STCV18635

Related Case No. 21STCV19805

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Elihu M. Berle

Department SS6

**CLASS ACTION AND REPRESENTATIVE
ACTION**

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Information

Date: October 6, 2022

Time: 11:00 a.m.

Dept: SS-6

Judge: Hon. Elihu M. Berle

Complaint filed: May 17, 2021

Trial date: Not set

1 This matter came on for hearing on October 6, 2022 in Department SS-6 of the above-
2 captioned Court on Plaintiff's Motion for Order Granting Preliminary Approval of Class Action
3 Settlement ("Motion").

4 The Court, having fully reviewed the Motion, the supporting memorandum of Points and
5 Authorities, Supplemental Briefing, Declarations of Class Counsel, and Declaration of Plaintiff
6 Sunny K. Tam, filed in support of Motion, the Amended Class Action and PAGA Settlement
7 Agreement and Release of Claims ("Settlement Agreement"), the proposed Notice of Class Action
8 Settlement ("Class Notice") attached as Exhibit "A" to the Settlement Agreement and Change of
9 Address Form, having carefully analyzed the Settlement Agreement and its Exhibits, and in
10 recognition of the Court's duty to make a preliminary determination as to the reasonableness of
11 any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure
12 proper notice is provided to all Class Members in accordance with due process requirements, and
13 to set a Final Approval Hearing to consider the proposed Settlement as to the good faith, fairness,
14 adequacy and reasonableness of any proposed Settlement, THE COURT HEREBY MAKES THE
15 FOLLOWING DETERMINATIONS AND ORDERS:

16 1. The Court conditionally finds that, for the purposes of approving this settlement
17 only, the proposed Class meets the requirements for certification under section 382 of the
18 California Code of Civil Procedure: (a) the proposed Class is ascertainable and so numerous that
19 joinder of all members of the class is impracticable; (b) there are questions of law or fact common
20 to the proposed Class, and there is a well-defined community of interest among members of the
21 proposed Class with respect to the subject matter of the class action; (c) the claims of the Class
22 Representative are typical of the claims of the members of the proposed Class; (d) the Class
23 Representative has and will fairly and adequately protect the interests of the Members of the
24 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
25 controversy in the context of settlement; and (f) the counsel of record for the Class Representative
26 are qualified to serve as counsel for him as well as his representative capacity and for the Class.

27 2. The Court finds on a preliminary basis that the Settlement Agreement, attached to
28 the Declaration of Michael D. Singer as Exhibit "2," incorporated herein by this reference in full,

1 and made a part of this Order of preliminary approval, appears to be within the range of
2 reasonableness of a settlement which could ultimately be given final approval by this Court.

3 3. Further, it appears to the Court on a preliminary basis that: (a) the settlement
4 amount is fair and reasonable to the Class Members when balanced against the probable outcome
5 of further litigation relating to class certification, liability and damages issues and potential
6 appeals; (b) significant investigation, research, and informal discovery have been conducted such
7 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
8 (c) settlement at this time will avoid substantial costs, delay and risks that would be presented by
9 the further prosecution of the litigation; and (d) the proposed Settlement has been reached as the
10 result of intensive, serious and non-collusive negotiations facilitated by an experienced mediator at
11 mediation and between the Parties.

12 4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary
13 Approval of Class Action Settlement is hereby GRANTED, and as a part of said preliminary
14 approval, the Court accepts and incorporates the Settlement Agreement and orders that the Class
15 be conditionally certified for settlement purposes only pursuant to the terms and conditions
16 contained in the Settlement Agreement.

17 5. For purposes of the settlement of the Lawsuit, the Class is defined as:

18 “all current and former non-exempt, hourly-paid employees of Defendant who
19 worked in California at any time during the time period of May 17, 2017 to
20 March 13, 2022.”

21 6. The Court further finds that the proposed Notice of Class Action Settlement
22 (“Notice”) fairly and adequately advises Class Members of a) the pendency of the Class Action; b)
23 the conditional certification of the Class for settlement purposes only; c) preliminary Court
24 approval of the proposed Settlement; d) the date of the Final Approval Hearing; e) the terms of the
25 proposed Settlement and the benefits available to Class Members thereunder; f) their right to
26 receive their proportionate share of the Net Settlement amount without the need to return a claim
27 form; g) their right to request exclusion from the settlement and the procedures and deadline for
28 doing so; h) their right to object to the Settlement, and the procedure for doing so; and i) their right
to file documentation in support of or in opposition to, and to appear in connection with, said

1 hearing. The Court further finds that the Class Notice clearly comports with all constitutional
2 requirements, including those of due process. Accordingly, good cause appearing, the Court
3 hereby APPROVES the Class Notice.

4 7. The Court further finds that the mailing of the Class Notice, Change of Address
5 Form, and pre-printed return envelope, (collectively, the “Notice Packet”), to the last known
6 address of Class Members as specifically described within the Settlement Agreement, with
7 measures taken for verification of an address and skip tracing set forth therein constitutes an
8 effective method of notifying Class Members of their rights with respect to the class action and
9 Settlement. Accordingly, it is hereby ORDERED, that:

10 A. ILYM Group, Inc., be appointed the Settlement Administrator to administer
11 the settlement of this matter as more specifically set forth in the Settlement Agreement.

12 B. Isam Khoury, Michael Singer, , and Rosemary Khoury of Cohelan Khoury
13 & Singer, and Joseph Tojarieh of Stonebrook Law be appointed as Class Counsel.

14 C. Plaintiff Sunny K. Tam be appointed as the Class Representative.

15 D. Within fourteen (14) calendar days after entry of a Preliminary Approval
16 Order, Defendant shall transmit to the Settlement Administrator in a readable, ready to use
17 electronic excel format spreadsheet, with a list containing, for each Class Member, (1) the name;
18 (2) most current mailing address; (3) telephone number(s) and email address as indicated in
19 Defendant’s records; (4) social security number; (5) dates of employment; and (6) the aggregate
20 number of Workweeks during the Class Period and the PAGA Period (“Class Data List”).

21 E. Within fourteen (14) calendar days after receipt of the Class Data List, the
22 Settlement Administrator shall mail the Notice Packet to each Class Member. The Notice Packet
23 shall be mailed by first class, regular U.S. mail, using the most current mailing address
24 information available, with measures taken for updating an address as provided by the terms of the
25 Settlement Agreement.

26 F. Within 45 calendar days from the initial date the Settlement Administrator
27 first mails the Notice Packet to Class Members (the “Notice Response Deadline”), Class Members
28 who wish to exclude themselves from the Class must submit a written request for exclusion in the

1 manner set forth in the Class Notice and such request must be postmarked by the Notice Response
2 Deadline. Class Members who receive a re-mailed Notice Packet shall have their Notice Response
3 Deadline extended fifteen (15) calendar days from the original Notice Response Deadline to
4 submit a Request for Exclusion.

5 G. On or before the Notice Response Deadline, Class Members who dispute
6 the number of Workweeks must postmark and submit a written explanation to the Settlement
7 Administrator describing why the Workweeks are incorrect, with any supporting information or
8 documents, as set forth in the Class Notice. Class Members who receive a re-mailed Notice Packet
9 shall have their Notice Response Deadline extended fifteen (15) calendar days from the original
10 Notice Response Deadline to submit a Dispute.

11 H. On or before the Notice Response Deadline, Class Members who wish to
12 object to the Settlement, should submit to the Settlement Administrator, a written Notice of
13 Objection. Class Members who receive a re-mailed Notice Packet shall have their Notice
14 Response Deadline extended fifteen (15) calendar days from the original Notice Response
15 Deadline to submit an Objection. Class Members may also appear at the time of the Final
16 Approval Hearing to comment upon the Settlement.

17 8. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before
18 the undersigned at ____ p.m. on _____, 2023, in Department SS6 of the Superior Court for
19 the State of California, County of Los Angeles, located at the Spring Street Superior Court Spring
20 Street Courthouse located at 312 N. Spring Street, San Diego, CA 90012 to consider the fairness,
21 adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order of
22 Preliminary Approval, and to consider the application for a service payment award to the named
23 Plaintiff/Class Representative, for Settlement Administration expenses and for Class Counsel's
24 attorneys' fees and litigation expenses incurred. All briefs and materials in support of an Order
25 Granting Final Approval, the service payment, Settlement Administration expenses, and Class
26 Counsel's attorneys' fees and litigation costs shall be filed with this Court on or before
27 _____, 2023.

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1 9. IT IS FURTHER ORDERED that if for any reason the Court does not sign and file
2 an Order Granting Final Approval, the Settlement Agreement shall be treated as if it had not been
3 entered, and the Parties shall be restored without prejudice to their status quo ante rights, as
4 specifically set forth in the Settlement Agreement.

5 10. All proceedings in this matter, except those contemplated by the Settlement
6 Agreement or this Order, are stayed.

7 11. The Court expressly reserves the right to adjourn or continue the Final Approval
8 Hearing from time to time without further notice to Class Members.

9 IT IS SO ORDERED.

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11 Date: _____

The Honorable Elihu M. Berle

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