

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 CALIFORNIA

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

**NOTICE OF ENTRY OF ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Complaint filed: May 17, 2021

Trial date: Not set

1 TO: THE LABOR AND WORKFORCE DEVELOPMENT AGENCY, AND TO ALL
2 PARTIES AND THEIR COUNSEL OF RECORD:

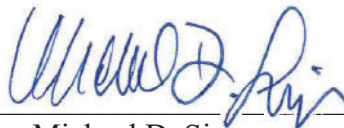
3 NOTICE IS GIVEN that on June 28, 2023, the Court issued an Order Granting Final
4 Approval of Class Action and PAGA Settlement and Entering Judgment, ("Order"), in the
5 above-captioned matter. A true and correct copy of this Order is attached as Exhibit 1.

6 NOTICE IS FURTHER GIVEN that a Settlement Compliance Hearing has been set for
7 March 5, 2024 at 8:30 a.m. in Department 6 of the above-captioned Courthouse, located at 321
8 North Spring Street, Los Angeles, California, 90012. A Joint Status Report and Administrator's
9 Declaration advising the Court of the status of the distribution of settlement funds shall be filed
10 with the Court no later than February 26, 2024.

11 Respectfully Submitted,

12 COHELAN KHOURY & SINGER
13 STONEBROOK LAW

14
15 Dated: June 28, 2023

16 By: 
17 Michael D. Singer

18 Counsel for Plaintiff SUNNY K. TAM, on behalf of
19 himself and other similarly-situated employees
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EXHIBIT 1

Electronically Received 06/26/2023 04:25 PM

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ikhoury@ckslaw.com

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msinger@ckslaw.com

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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 FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND ENTERING JUDGMENT**

Complaint filed: May 17, 2021

Trial date: Not set

FILED
Superior Court of California
County of Los Angeles

06/28/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

1 This matter came on for hearing on June 22, 2023 in Department SS6 of the above-
2 captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class Action and
3 PAGA Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769,
4 and the Court's November 21, 2022 Order Granting Preliminary Approval of Class Action and the
5 Amended Class Action and PAGA Settlement Agreement and Release of Claims filed on August
6 31, 2022 ("Settlement Agreement").

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the Motion
9 for Preliminary Approval of Class Action and PAGA Settlement, and the supporting papers, and
10 evidence and argument received by the Court in conjunction with the Motion for Order Granting
11 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
12 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Preliminary Approval Order filed November 21, 2022, a Notice of
14 Class Action and PAGA Settlement, Change of Address form, and pre-printed return envelope
15 ("Notice Packet") were sent to each Class Member by first-class United States mail. The Notice
16 informed the Class of the terms of the Settlement, their right to receive a Settlement Payment
17 without any required action, their right to comment upon or object to the Settlement, and their
18 right to appear in person or by counsel at the final approval hearing and to be heard regarding
19 approval of the Settlement. Adequate periods of time were provided for each of these procedures.

20 2. No member of the Class filed a written objection to the proposed Settlement or
21 stated an intention to appear of the final approval hearing.

22 3. One (1) Class Member submitted a Request for Exclusion from the proposed
23 Settlement as follows: Lenni Tran.

24 4. The Court finds and determines this notice procedure afforded adequate protections
25 to Class Members and provides the basis for the Court to make an informed decision regarding
26 approval of the Settlement based on the responses of the Class. The Court finds and determines
27 that the notice provided in this case was the best notice practicable, which satisfies the
28 requirements of law and due process.

1 5. With respect to the Class and for purposes of approving this Settlement only, this
2 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
3 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
4 Class, and there is a well-defined community of interest among members of the Class with respect
5 to the subject matter of the Action; (c) the claims of the Class Representative are typical of the
6 claims of the members of the Class; (d) the Class Representative has fairly and adequately
7 protected the interests of the members of the Class; (e) a class action is superior to other available
8 methods for an efficient adjudication of this controversy; and (f) the counsel of record for Plaintiff,
9 the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his
10 individual and representative capacity for the Class.

11 6. The Court confirms certification, for settlement purposes only, the Class defined as:
12 “all current and former non-exempt, hourly-paid employees of Defendant
13 who worked in California at any time during the time period of May 17,
14 2017 to March 13, 2022.”

15 7. The Court finds and determines the terms set forth in the Settlement Agreement are
16 fair, reasonable, and adequate and, having found that the Settlement was reached as a result of
17 informed and non-collusive arms'-length negotiations facilitated by a neutral and experienced
18 mediator, directs the Parties to effectuate the Settlement according to the terms set forth in the
19 Settlement Agreement. The Court further finds the Parties conducted extensive investigation,
20 research, and informal discovery, and that their attorneys were able to reasonably evaluate their
21 respective positions. The Court also finds that Settlement will enable the Parties to avoid
22 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
23 to continue to litigate the case. The Court has reviewed the monetary recovery and recognizes the
24 significant value provided to the Class.

25 8. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
27 finally approved, and that all terms and provisions of the Settlement Agreement should be and
28 hereby are ordered to be consummated.

///

1 9. The Court finds and determines that the Settlement Payments to be paid to
2 Participating Settlement Class Members as provided for by the Settlement are fair and reasonable.
3 The Court hereby grants final approval to and orders the payment of those amounts be made to the
4 Participating Class Members in accordance with the Settlement Agreement.

5 10. The Court finds and determines that the fees and expenses in administrating the
6 Settlement incurred by ILYM Group, Inc. in the amount of \$10,000.00 are fair and reasonable.
7 The Court hereby grants final approval to and orders that the payment of that amount in
8 accordance with the Settlement Agreement.

9 11. The Court finds and determines the Class Representative Service Payment of
10 \$5,000.00 to Plaintiff Sunny K. Tam is fair and reasonable. The Court hereby orders the
11 Administrator to make this payment to the Plaintiff Sunny K. Tam, in accordance with the terms
12 of the Settlement Agreement.

13 12. The Court orders the payment of PAGA penalties in the amount of \$56,250.00 to
14 the California Labor and Workforce Development Agency (“LWDA”) representing the LWDA’s
15 75% share of the \$75,000.00 allocated to the PAGA claim. The Court also orders the payment of
16 PAGA penalties in the amount of \$18,750.00 to the PAGA Members in accordance with the
17 Settlement Agreement.

18 13. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
19 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees
20 of \$216,666.67 and litigation costs of \$15,658.84. The Court finds such amounts to be fair and
21 reasonable. The Court hereby orders the Administrator to make these payments in accordance with
22 the terms of the Settlement Agreement.

23 14. Without affecting the finality of this Order or the entry of judgment in any way,
24 pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California
25 Rules of Court, the Court retains jurisdiction of all matters relating to the interpretation,
26 administration, implementation, effectuation, and enforcement of this Order and the Settlement
27 Agreement.

28 ///

1 15. The Settlement is not an admission of liability by Defendant or any of the other
2 Released Parties, nor is this Judgment a finding of the validity of any claims in the Actions or of
3 any wrongdoing by Defendant or any of the other Released Parties. Neither this Judgment, the
4 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement
5 is, may be construed as, or may be used as an admission by or against Defendant or any of the
6 other Released Parties of any fault, wrongdoing or liability whatsoever. The entering into or
7 carrying out of the Settlement, and any negotiations or proceedings related thereto, shall not in any
8 event be construed as, or deemed to be evidence of, an admission or concession with regard to the
9 denials or defenses by Defendant or any of the other Released Parties and shall not be offered in
10 evidence against Defendant or any of the Released Parties in any action or proceeding in any
11 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the
12 provisions of this Judgment, the Settlement, or any related agreement or release. Notwithstanding
13 these restrictions, any of the Released Parties may file in the Action or in any other proceeding this
14 Judgment, the Settlement, or any other papers and records on file in the Action as evidence of the
15 Settlement and to support a defense of res judicata, collateral estoppel, release, waiver or other
16 theory of claim preclusion, issue preclusion or similar defense as to the released claims.

17 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
18 under the Settlement Agreement or under this Order, including the requirement that Defendant
19 make payments to the Participating Class Members in accordance with the Settlement.

20 17. The Court hereby enters final judgment in accordance with the terms of the
21 Settlement Agreement, the Court's Preliminary Approval Order, and this Order.

22 18. The Parties will bear their own costs and attorneys' fees except as otherwise
23 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

24 19. Pursuant to Labor Code section 2699(1)(3), Plaintiff shall submit a copy of this
25 Order and Judgment to the California Labor and Workforce Development Agency within 10 days
26 after entry of the Order and Judgment.

27 20. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving notice to
28 the Class Members with the posting of this Order and Judgment on the Settlement Administrator's

1 website.

2 21. The Court sets a Settlement Compliance Hearing for March 5, 2024 at 8:30 a.m. A
3 Joint Status Report and Administrator's Declaration advising the Court of the status of the
4 distribution of settlement funds shall be filed with the Court no later than February 26, 2024.

5 IT IS SO ORDERED.

6 6-28-23

7 Date: _____



Elihu M. Berle

The Honorable Elihu M. Berle

Elihu M. Berle / Judge