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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
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENT**

Hearing Information

Date: March 22, 2023

Time: 9:00 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 March 22, 2023, at 9:00 a.m., in Courtroom SS6 of the
2 above-captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class Action and
3 PAGA Settlement, Attorneys' Fees and Costs, and Class Representative Service Payment pursuant to
4 this Court's Order Granting Preliminary Approval of Class Action Settlement and the Parties' Amended
5 Class Action and PAGA Settlement Agreement and Release of Claims. Class Members were given
6 notice of the terms of the proposed settlement as set forth in the Notice of Class Action Settlement, and
7 the opportunity to comment upon, request to be excluded or object to the Settlement or any of its terms.
8 Having received and considered the proposed Settlement, the supporting papers filed by the Parties,
9 and the evidence and argument received by the Court in conjunction with the Motion for Preliminary
10 Approval of Class Action Settlement and the Motion for Final Approval, Attorneys' Fees and Costs,
11 and Class Representative Service Payment, the Court grants final approval of the Settlement as set forth
12 in the Amended Settlement Agreement and makes the following determinations and orders:

13 1. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, the
14 Court-approved Notice of Class Action Settlement, Change of Address form, and a pre-printed return
15 envelope ("Notice Packet") were mailed to all Class Members by first-class mail. Class Members were
16 notified of (1) their right to receive their share of the Settlement without submitting a claim form; (2)
17 their right to object to the Settlement and the deadline to submit a written objection; (3) their right to
18 request exclusion and the deadline to do so; (4) their right to appear at the Final Approval Hearing; and
19 (5) the employment dates used to calculate their Settlement Payment and the amount of the Individual
20 Settlement Payment each was estimated to receive.

21 2. The Court finds and determines this notice procedure afforded adequate protections to
22 Class Members and provides the basis for the Court to make an informed Settlement approval decision
23 based on the response of the Class. No objections or requests for exclusion were presented by any Class
24 Member. The Court finds and determines the notice was the best notice practicable and satisfied the
25 requirements of law and due process.

26 3. The Court finds and determines the terms of the Settlement are fair, reasonable, and
27 adequate to the Class and each Class Member, and the Settlement is ordered finally approved. All terms
28 and provisions of the Settlement should be and are ordered to be consummated subject to the Effective

1 Date expiration periods and other conditions set forth in the Settlement Agreement.

2 4. The Court hereby approves the PAGA settlement of \$75,000, with \$18,750 payable to
3 the PAGA Members and \$56,250 to the Labor Workforce Development Agency (LWDA), as this
4 settlement is fair and reasonable.

5 5. The Court confirms the law firms of Cohelan Khoury & Singer and Stonebrook Law as
6 Class Counsel.

7 6. The Court confirms Plaintiff Sunny K. Tam as Class Representative.

8 7. The Court finds and determines the Settlement Payments to 180 Participating Class
9 Members provided for by the Settlement Agreement are fair and reasonable. The Court grants final
10 approval to and orders, following the Effective Date expiration period and other conditions set forth in
11 the Settlement Agreement, payment of those amounts in accordance with the Settlement Agreement.

12 8. The Court finds that Class Counsel, having expended efforts to secure a benefit to the
13 Class, and having conferred a benefit on absent Class Members, are entitled to a fee, and the Court
14 approves the application of Class Counsel for an award of \$216,666.67 for their attorneys' fees.

15 9. The Court finds Class Counsel's out-of-pocket expenses were reasonable and necessary
16 to prosecute this Action and awards them \$15,544.31.

17 10. The Court finds a Service Payment to Class Representative and named Plaintiff, Sunny
18 K. Tam, is reasonable and awards him \$5,000.00.

19 11. The Court finds the Court-appointed Settlement ILYM Group, Inc.'s fees and expenses
20 are fair and reasonable and awards it \$10,000.00.

21 12. Without affecting the finality of this Order in any way, the Court retains jurisdiction
22 of all matters relating to the interpretation, administration, implementation, and enforcement of this
23 Order and the Settlement.

24 13. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
25 the Settlement or under this Order.

26 14. The Parties are ordered to comply with the terms of the Settlement.

27 15. The Parties shall bear their own costs and attorneys' fees except as provided by the Joint
28 Stipulation of Class Action Settlement and Release and this Order.

16. There being no just reason for delay, the Court, in the interests of justice, expressly directs the Clerk of the Court to enter this Final Order and Judgment, and hereby decrees that, upon entry it be deemed a Final Judgment.

JUDGMENT

In accordance with, and for the reasons stated in, the Final Approval Order, judgment shall be entered whereby named Plaintiff and all Settlement Class Members shall take nothing from Defendant, except as expressly set forth in the amended Settlement Agreement, which was previously filed, as part of Plaintiff's Motion for Preliminary Approval of the Class Action and PAGA Settlement.

Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the named Plaintiff, Class Members, and Defendant, for the purposes of:

- (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
- (b) supervising distribution of amounts paid under this Settlement.

Dated:

The Honorable Elihu M. Berle
Judge of the Superior Court