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12 and other similarly-situated employees

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES**

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

17 v.

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

21 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: November 16, 2022

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 November 16, 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") and Change of Address Form attached to this Order as Exhibit 1,
9 having carefully analyzed the Settlement Agreement and its Exhibits, and in recognition of the
10 Court's duty to make a preliminary determination as to the reasonableness of any proposed class
11 action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is
12 provided to all Class Members in accordance with due process requirements, and to set a Final
13 Approval Hearing to consider the proposed Settlement as to the good faith, fairness, adequacy and
14 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," filed with this Court on August 31, 2022,

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

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

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

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

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

22 6. The Court further finds that the proposed Class Notice fairly and adequately
23 advises Class Members of a) the pendency of the Class Action; b) the conditional certification of
24 the Class for settlement purposes only; c) preliminary Court approval of the proposed Settlement;
25 d) the date of the Final Approval Hearing; e) the terms of the proposed Settlement and the benefits
26 available to Class Members thereunder; f) their right to receive their proportionate share of the Net
27 Settlement amount without the need to return a claim form; g) their right to request exclusion from
28 the settlement and the procedures and deadline for 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

1 in opposition to, and to appear in connection with, said hearing. The Court further finds that the
2 Class Notice clearly comports with all constitutional requirements, including those of due process.
3 Accordingly, good cause appearing, the Court 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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EXHIBIT 1

SUPERIOR COURT OF THE STATE 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

**NOTICE OF CLASS ACTION
SETTLEMENT**

TO: All current and former non-exempt, hourly-paid employees of Q Tech Corporation who worked in California at any time from May 17, 2017 to March 13, 2022.

Please read this notice carefully.

This notice permits you to file a notice of objection on or before Insert if you wish to object to the proposed settlement, or to submit a request for exclusion on or before Insert if you wish to be excluded from the proposed settlement. YOU ARE NOT BEING SUED.

Pursuant to the order of the Los Angeles County Superior Court, entered <<preliminary approval>> YOU ARE HEREBY NOTIFIED AS FOLLOWS: A proposed settlement has been reached between the parties in the lawsuit identified in the caption above, pending in Los Angeles County Superior Court, on behalf of the Settlement Class described above, which has been provisionally certified for purposes of this settlement.

You have received this notice because records indicate you qualify as a member of the Class. This notice is designed to advise you of how you can participate in the settlement, how you can object to the settlement, and how you can exclude yourself from the settlement.

I. BACKGROUND OF THE CASE

On May 17, 2021, Sunny Tam (“Plaintiff”) initiated an action in the Los Angeles County Superior Court entitled Sunny Tam v. Q Tech Corporation, case number 21STCV18635 (the “Litigation”). In the Litigation, Plaintiff asserts individual, class, and representative claims seeking damages and penalties, including civil penalties under the Private Attorneys General Act (“PAGA”), based on allegations of failure to pay minimum wages and/or overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage statements, failure to record hours worked, failure to timely pay all wages due upon termination, failure to record hours worked, and unfair competition.

Q Tech Corporation (“Q Tech” or “Defendant”) contends that Plaintiff’s claims are without merit, and disputes all claims for damages, penalties, and other relief. No court has ruled on the merits of the claims.

Plaintiff and his attorneys have vigorously prosecuted this case, and Q Tech has vigorously defended it. Although discovery has not been completed, the parties have investigated the facts to assess the relative merits of the claims and Q Tech’ defenses to those claims. Plaintiff’s attorneys (“Class Counsel”) have reviewed extensive documents and information produced by Q Tech.

Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including liability, and the amount of damages or penalties, if any, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the proposed settlement is fair, reasonable, and adequate.

On December 13, 2021, the parties attended a full day of mediation. After extensive negotiations and much effort, the Parties agreed to the settlement described in this Notice. The parties also agreed to separately settle the individual claims of Plaintiff Sunny K. Tam for allegations he was wrongfully terminated and discriminated against as set forth below. The Class Action and PAGA Settlement Agreement (“Agreement”) has been granted preliminary approval by the Court. The Agreement provisionally certifies the Class for purposes of this settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

Plaintiff and Class Counsel support this settlement. Among the reasons given for support include the risk that class certification could be denied, the inherent risk of trial on the merits, and the delays associated with litigation.

The settlement provides for the following:

A. **Gross Settlement Fund:** Q Tech will pay \$650,000 to settle the Litigation. The \$650,000 Gross Settlement Fund shall consist of the following elements: (a) Class Counsel’s Attorneys’ Fees; (b) Litigation Costs and Expenses; (c) Class Representative Service Payment; (d) Settlement Administration Expenses; (e) PAGA Payment; and (f) Net Settlement Fund. Each of these components is described below.

B. **Class Counsel’s Attorneys’ Fees:** Class Counsel anticipates requesting an attorney fee award of up to one-third of the Gross Settlement Fund (\$216,666.67), subject to court approval, which shall be paid from the Gross Settlement Fund.

C. **Litigation Costs and Expenses:** Class Counsel anticipates requesting an award of no more than \$20,000, subject to court approval, as reimbursement for litigation costs and expenses, which shall be paid from the Gross Settlement Fund.

D. **Class Representative Service Payment:** Plaintiff anticipates requesting an award of no more than \$5,000, subject to court approval, for his role as Class Representative, which shall be paid from the Gross Settlement Fund.

E. **Private Attorneys General Act (PAGA) Payment:** The parties have designated \$75,000 of the Gross Settlement Fund as representing the recovery of civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004. Of this amount, 75% (\$56,250) will be paid to the California Labor and Workforce Development Agency (LWDA), and the remaining 25% (\$18,750) shall be allocated among the PAGA Members.

F. **Settlement Administration Expenses:** The parties have selected, and the Court has approved, ILYM, Inc. to administer the settlement. Upon final approval, Class Counsel will request that the Court approve a payment to ILYM, Inc. to cover its fees and costs associated with giving notice to the Class, administering and disbursing the Gross Settlement Fund, and other activities required to administer the settlement. The parties estimate that the payment to ILYM, Inc., subject to court approval, will be no more than \$10,000 which shall be paid from the Gross Settlement Fund.

G. **Net Settlement Fund:** The Net Settlement Fund consists of all funds remaining from the Gross Settlement Fund after subtraction of Class Counsel’s Attorneys’ Fees, Litigation Costs and Expenses, Class

Representative Service Payment, PAGA Payment, and Settlement Administration Expenses. The Net Settlement Fund, estimated to be \$323,333.33, will be distributed to the Settlement Class as described below.

H. Class Defined: “Class”— mean all current and former non-exempt, hourly-paid employees of Q Tech Corporation who worked in California at any time during the Class Period.

I. Settlement Class Defined: “Settlement Class” – means all those persons who are members of the Class and who have not excluded themselves (“opted out”) from the settlement.

J. Class Period and/or Settlement Period Defined: “Class Period” and/or “Settlement Period” – means the period from May 17, 2017 to March 13, 2022.

K. Allocation of Net Settlement Fund Among Settlement Class Members: The Net Settlement Fund will be allocated among Settlement Class Members on a proportional basis based on the number of workweeks each Settlement Class Member was employed by Q Tech in California as a non-exempt, hourly-paid employee during the Class Period. One day worked in a given week will be credited as a workweek for purposes of these calculations.

L. PAGA Members Defined: “PAGA Members” – means all current and former employees of Q Tech Corporation who worked in California at any during the PAGA Period as a non-exempt, hourly paid employee.

M. PAGA Period Defined: “PAGA Period” – means the period from March 4, 2020 to March 13, 2022.

N. Allocation of PAGA Payment: After 75% (\$56,250) of the PAGA Payment is paid to the LWDA, the remaining 25% (\$18,750) shall be allocated among the PAGA Members on a proportional basis based on the number of workweeks each PAGA Member worked during the PAGA Period. One day worked in a given week will be credited as a workweek for purposes of these calculations.

O. Tax Treatment of Payments to Settlement Class Members and PAGA Members: The Settlement Payments are payments for all claims in the Litigation or that reasonably could have been asserted based on the causes of action, claims and allegations in the Litigation. Of the payments to individual Settlement Class Members, one-fifth shall be designated as wages subject to payroll withholding to be reported on IRS Form W2s where required by law, and four-fifths shall be designated as interest and penalties to be reported on IRS Form 1099s where required by law. Outside of the Gross Settlement Fund, Q Tech shall be responsible for paying the employer’s share of payroll taxes on any amounts allocated as wages. Each Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of his or his Settlement Payment or Class Representative Service Payment. Payments to PAGA Members shall be designated as penalties to be reported on IRS Form 1099s where required by law. The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement.

P. Q-Tech will pay Plaintiff Sunny Tam \$25,000 to settle any claims for wrongful termination and discrimination in exchange for a full release of all claims, as well as a release of claims under California Civil Code section 1542, which provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

Your interests as a Class member are represented by Plaintiff and Class Counsel. Unless you exclude yourself from the Class, you are a part of the Settlement Class, you will be bound by the terms of the settlement agreement and any final judgment that may be entered by the Court, and you will be deemed to have released certain claims as described below. As a member of the Settlement Class you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and costs.

A. Your Estimated Share of the Settlement

Q Tech's records indicated that you worked <<SettlementPeriodWeeks>> weeks as a non-exempt hourly employee during the Claim Period and that <<PAGAPeriodWeeks>> of those workweeks were during the PAGA Period. Based on these records, if the Court grants final approval to the settlement your estimated payment is \$<<EstimatedShare>>.

B. Participating in the Settlement

If you qualify for inclusion in the Class and you wish to participate in the settlement, **you are NOT required to take any action.** If the Court grants final approval of the settlement and you qualify as a Class Member, you will receive a Settlement Payment based on the calculations described above. You will also be bound by the terms of the settlement and will release Q Tech and all related or affiliated entities from any and all claims that you may have based on the allegations in the lawsuit.

C. Objecting to the Settlement

If you do not agree with the terms of the proposed settlement, you can object to the proposed settlement before final approval. However, if the Court rejects your objection and grants final approval to the settlement, you will be bound by the terms of the settlement. To object, you may simply appear at the Final Approval Hearing or submit a written objection to the Class Settlement Administrator no later than **INSERT** at the following address:

Sunny Tam v. Q Tech Corporation

INSERT NAME

INSERT STREET ADDRESS

INSERT CITY, STATE ZIP

Toll Free: <<Telephone>>

Any written objection must state each specific reason in support of your objection and any legal support for the objection. Your objection must also state your full name, address, telephone number, and the dates of your employment as a qualified member of the Class defined above. To be valid and effective, any written objection to final approval of the settlement must be postmarked and mailed to the Class Settlement Administrator no later than **INSERT**. **PLEASE DO NOT TELEPHONE THE COURT.**

The procedures stated above for objecting to the Class Settlement do not apply to the PAGA settlement. Settlement Class Members and PAGA Members may not object to the PAGA settlement.

D. Excluding Yourself from the Settlement

If you qualify for inclusion in the Class but you do not wish to participate in the settlement, you may exclude yourself (i.e., "opt-out") by submitting a letter requesting exclusion to the Class Settlement Administrator. Your letter must be signed by you personally, and must clearly state: (1) your name, address, telephone number, the last four digits of your social security number, and the dates of your employment; and (2) your wish to be excluded from the Class. **Your letter requesting exclusion must be postmarked and mailed on or before **INSERT**, and mailed to the Class Settlement Administrator at the following address:**

Sunny Tam v. Q Tech Corporation

INSERT NAME

INSERT STREET

ADDRESS

INSERT CITY, STATE

ZIP

Toll Free: <<Telephone>>

Any person who timely submits a letter following the procedures above to request exclusion from the Class shall, upon receipt, no longer be a member of the Class, shall be barred from participating in settlement as a member of the Settlement Class, may not object to the settlement, and shall receive no payment or benefits as a member of the Settlement Class. Any such person will not release any claims he or she may have against Q Tech.

If you exclude yourself from the Settlement, you will NOT receive any money from the Settlement unless you qualify as a PAGA Member, in which case you will receive a share of the PAGA Payment as set forth above. The procedures stated above for excluding yourself from the Settlement Class do not apply to the PAGA settlement. Settlement Class Members and PAGA Members may not exclude themselves from the PAGA settlement.

E. Challenging the Record of Your Weeks Worked

Section III.A. above states your estimated share of the Net Settlement Fund and PAGA Payment and the number of workweeks on which that estimate is based. If you believe that information is not accurate, you may state what you believe the correct number of workweeks to be and provide supporting documentation. The Settlement Administrator will then decide whether your estimated share should be revised. **Your written dispute must be postmarked and mailed on or before INSERT, and mailed to the Class Settlement Administrator at the following address:**

Sunny Tam v. Q Tech Corporation

INSERT NAME

INSERT STREET ADDRESS

INSERT CITY, STATE ZIP

Toll Free: <<Telephone>>

You may also provide corrected name, address, and/or telephone information on the Settlement Allocation Form.

IV. EFFECT OF THE SETTLEMENT**A. Released Rights and Claims**

Upon the Court's final approval of the class settlement and entry of final judgment, funding of the Gross Settlement amount and issuance of the Settlement Payments to each member of the Settlement Class, each Settlement Class member shall be deemed to have released Q Tech and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community (collectively the "Releasees"), from any and all "Released Class Claims" that arose during the period of May 17, 2017 to March 13, 2022. For the purposes of this Agreement, the Released Class Claims are defined as:

all claims, demands, rights, liabilities, and causes of action that were or could have been pled under local, state or federal law based on the facts alleged in the Amended Complaint against Defendant arising during the Class Period, including but not limited to claims for (1) failure to pay minimum and regular wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or pay in lieu thereof, (4) failure to provide rest periods or pay in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) failure to pay wages timely to separated employees, and (7) violations of the Unfair Competition law.

Upon the Court's final approval of the class settlement and entry of final judgment, funding of the Gross Settlement amount, and issuance of the PAGA Payments to each of the PAGA Members, each PAGA Member shall be deemed to have released the Releasees from the "Released PAGA Claims," which is defined as:

any and all claims for civil penalties for violations of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, and 1198 under PAGA that Plaintiff alleged against the Released Parties on behalf of Aggrieved Employees and the State of California, based on the facts stated in Plaintiff's Amended Complaint and in Plaintiff's March 4, 2021 notice letter to the LWDA (including any amendments thereto), including all PAGA claims seeking civil penalties for (1) failure to pay minimum and regular wages, (2) failure to pay overtime wages, (3) failure to provide meal periods or pay in lieu thereof, (4) failure to provide rest periods or pay in lieu thereof, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay wages due during and upon separation from employment and (7) failure to maintain accurate records and which arose during the PAGA Period.

B. Payment to Settlement Class Members and PAGA Members

The Gross Settlement Fund will be distributed after the Court grants final settlement approval and enters judgment, and all appeals challenging the judgment have been resolved. There is no way to accurately predict how long this will take. To check on the progress of the settlement, you may call the settlement administrator at the toll-free number at the bottom of this page. *Please be patient.*

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department SS6 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012- Dept. SS6 on INSERT, 2022, at __:x0 .m, to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for Class Counsel's Attorneys' Fees, Litigation Costs and Expenses, and the Class Representative Service Payment to be paid to the Plaintiff as Class Representative. Class Counsel's application for attorneys' fees and reimbursement of expenses will be on file with the Court no later than ten (10) days before this hearing, and will be available for review after that date.

The hearing may be continued without further notice to the settlement class. It is not necessary for you to appear at this hearing. (However, you are permitted to appear.)

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. Should you desire additional information, you may contact Class Counsel as follows:

Michael D. Singer
COHELAN KHOURY & SINGER
605 C Street, Ste. 200
Los Angeles, CA 92101
Tel: (619) 595-3001

If you wish to review the precise terms and conditions of the settlement, you are referred to the detailed Class Action and PAGA Settlement Agreement, which is on file with the Clerk of the Superior Court. The pleadings and other records in this litigation, including the Class Action Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, Hall of Justice Courthouse, Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California's Unclaimed Property Fund for the benefit of those Settlement Class Members and PAGA Members who did not cash their checks. If you lose or misplace a check, you should contact the Settlement Administrator immediately to request a replacement.

DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT

Tam v. Q Tech Corporation, et al.
Los Angeles County Superior Court
Case No. 21STCV18635

CHANGE OF ADDRESS FORM

I wish to change my name and/or mailing address and/or other contact information, for purposes of receiving communications related to this Lawsuit, to the following:

Name (First, Middle, Last): _____

Former Names (if any): _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number(s): Home: _____ Work: _____

Email: _____

Last 4 digits of Social Security Number: _____ **[Required]**

I understand all future correspondence in this Action, including but not necessarily limited to important notices or settlement payments, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Dated: _____, 2022

Signature **[Required]**

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST CLASS MAIL TO:**

Tam v. Q Tech Corporation, et al.

c/o xxx

P. O. Box _____

xxxx, California _____

QUESTIONS? CALL TOLL FREE 1-866-_____