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and on behalf of all others similarly situated.

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

13 NOI SAI, individually and on behalf of all
14 others similarly situated,

15 Plaintiff,

16 vs.

17 SUN CLINICAL LABORATORIES; and
18 DOES 1 through 20, inclusive,

19 Defendants.

Case No. 22STCV32183

Assigned for all purposes to:
Hon. Theresa Traber
Dept. 1

**PLAINTIFF'S SUPPLEMENTAL
BRIEF IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: March 5, 2026

Time: 4:00 p.m.

Dept: 1

1 **I. INTRODUCTION**

2 Plaintiff Noi Sai (“Plaintiff”) provides this supplemental submission in response to the Court’s
3 February 13, 2026 ruling on Plaintiff’s Motion for Preliminary Approval of Class and Representative
4 Action Settlement. On February 13, 2026, the Court continued the hearing to March 5, 2026, with
5 instructions to address the concerns outlined in the Class Action Settlement Checklist.

6 Concurrently with this submission, Plaintiff submits the: (1) the Declaration of Frances Sun in
7 support of Preliminary Approval of Settlement (“Sun Decl.”); (2) the Declaration of Peggy Tran in
8 support of Preliminary Approval of Settlement (“Tran Decl.”) and (3) the Second Supplemental
9 Declaration of Alex Valle in support of Plaintiff’s Supplemental Submission (“Valle Decl. 2”) in support
10 of his Motion for Preliminary Approval, with the following exhibits:

- 11 1. Exhibit 1: Amended Class Notice;
12 2. Exhibit 2: Redlined Class Notice; and
13 3. Exhibit 3: Confirmation of Submission of the Amended Class Notice and Supplemental
14 Briefing to the LWDA.

15 Plaintiff hereby supplements his November 11, 2025 MPA filings, and addresses the Court’s
16 concerns from its tentative ruling below.

17 **II. THE COURT’S TENTATIVE RULING**

18 **A. Settlement Class Definition – Class Definition**

19 The tentative ruling states, in part:

20 “The Class as defined in the Settlement Agreement is not identical to the subclasses that were
21 certified in the Court’s ruling of April 14, 2025 on Plaintiff’s Motion for Class Certification.
22 Accordingly, Plaintiff and counsel must present evidence and arguments in favor of
23 conditional class certification of the Class addressing numerosity, ascertainability, and
24 community of interest.”

25 Plaintiff provides supplemental briefing as follows:

26 Conditional certification of the rest break and reimbursement claims is proper.

27 Class certification is appropriate when there exists (1) an ascertainable and sufficiently numerous
28 class, and (2) a well-defined community of interest among class members. *See Brinker Restaurant Corp.*

1 v. *Superior Court*, 53 Cal. 4th 1004, 1021 (2012).

2 **1. The Proposed Class is Numerous and Ascertainable**

3 Whether a class is “ascertainable” is “determined by examining (1) the class definition, (2) the
4 size of the class, and (3) the means available for identifying class members.” *Reyes v. Bd. of Supervisors*,
5 196 Cal. App. 3d 1263, 1271 (1987). Here, the Class consists of all non-exempt employees employed by
6 Defendant in the State of California at any time from April 9, 2018 to June 24, 2024. Settlement
7 Agreement, §§ 1.5, 1.12. Defendant’s records show the Class consists of approximately 356 individuals
8 who will be identical to the Class Members that were already certified in the Court’s April 2025 order,
9 making joinder of all Class Members impracticable. Valle Decl. 2, ¶ 3. Further, the Class is readily
10 ascertainable from Defendant’s business records because all Class Members are current or former
11 employees of Defendant. *Id.* This element has been met.

12 **2. A Well-Defined Community of Interest Exists Among Class Members**

13 “[T]he ‘community of interest requirement embodies three factors: (1) predominant common
14 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3)
15 class representatives who can adequately represent the class.’” *Fireside Bank v. Superior Court*, 40 Cal.
16 4th 1069, 1089 (2007) (quoting *Richmond v. Dart Industries, Inc.*, 29 Cal. 3d 462, 470 (1981)).

17 *a. Common Questions Predominate*

18 To assess whether common questions predominate, courts focus on whether the theories of
19 recovery advanced are likely to prove amenable to class treatment. *See Sav-On Drug Stores, Inc. v.*
20 *Superior Court*, 34 Cal. 4th 319, 327 (2004). In other words, courts determine whether the elements
21 necessary to establish liability are susceptible of common proof, even if the class members must
22 individually prove their damages. *Brinker, supra*, 53 Cal. 4th at 1021-1022, 1024.

23 In addition to the claims that were certified by the Court in April 2025, Plaintiff alleged that
24 Defendant maintained uniform employment policies and/or practices that illegally deprived Class
25 Members of rest breaks and reimbursements. Valle Decl. 2, ¶ 7. Plaintiff’s allegations present common
26 legal and factual questions of, *inter alia*, whether Defendant applied the same rest break and
27 reimbursement policies to all Class Members; whether these policies and practices resulted in Labor Code
28 violations; whether Defendant’s conduct was intentional; and whether Class Members are entitled to

1 penalties. *Id.* These common questions could be resolved using Class Members’ schedules, time punches,
2 and payroll records, Defendant’s corporate representative’s testimony, written communications between
3 Defendant and Class Members, and Class Member declarations. *Id.*

4 Additionally, although Plaintiff has certified a number of claims, Plaintiff could file another
5 certification motion of additional rest break claims post-certification, as they were not decided at
6 certification. Cal. Rules of Ct. 3.764(a); Declaration of Alex Valle, filed November 10, 2025, Ex. 5, p.
7 21 (“Plaintiff’s claims are based on meal breaks, not rest breaks.”). There is also a risk that, in absence
8 of settlement and after the class notice for class certification is sent to the Class Members, another
9 employee could file suit against Defendant for rest break or reimbursement claims. Thus, the Court can
10 and should exercise its discretion to grant conditional class certification for settlement purposes.

11 *b. Plaintiff’s Claims are Typical of the Class Claims*

12 The typicality requirement is satisfied when the legal theories and facts supporting Plaintiff’s
13 claims are substantially similar to other class members. *See Classen v. Weller*, 145 Cal. App. 3d 27, 46
14 (1983). Here, Plaintiff alleges that he and other Class Members were employed by Defendant and
15 injured by Defendant’s common wage and hour policies and practices, including Defendant’s
16 scheduling, timekeeping, minimum wage pay, overtime pay, meal period, rest break, and reimbursement
17 practices and policies. First Amended Complaint, filed January 19, 2023. Through documents and
18 information exchanged in discovery, including production of policy documents by Defendant, Plaintiff
19 confirmed that common policies and practices applied to Plaintiff and the Class. Valle Decl. 2, ¶ 8. Thus,
20 Plaintiff’s claims arise from the same employment practices and are based on the same legal theories as
21 those applicable to other Class Members. *Id.*

22 *c. Plaintiff and Plaintiff’s Counsel Will Adequately Represent the Interests of*
23 *the Proposed Class*

24 Certification requires adequacy of both the proposed class representative(s) and proposed class
25 counsel. With respect to the class representative, a plaintiff must adequately represent and protect the
26 interests of other members of the class and demonstrate that his or her claim is not inconsistent with the
27 claims of other members of the class. *See Capitol People First v. State Dep’t of Developmental Servs.*,
28 155 Cal. App. 4th 676, 696-697 (2007). Here, Plaintiff’s interests are coextensive with the interests of

1 the Class. Declaration of Noi Sai, filed on November 10, 2025, ¶ 15. Plaintiff demonstrated an ability
2 to advocate for the interests of the Class by initiating this lawsuit, searching for documents;
3 communicating with his attorneys about the case; preparing for and attending his deposition; providing
4 testimony in his declarations for the motion for class certification; being available for questions by
5 attorneys during all mediations; and making himself available to his attorneys whenever they needed him
6 and similar related tasks. *Id.* Plaintiff also reviewed the settlement and its terms to make sure it was fair,
7 and obtained a fair settlement on behalf of Class Members who stand to recover a substantial amount
8 under the Settlement. *Id.* at ¶¶ 6, 15. Likewise, Aegis Law Firm, PC has expended considerable time
9 and effort on this case and will continue to do so through final approval. Declaration of Alex Valle, filed
10 November 10, 2025, ¶¶ 22-36. Plaintiff’s counsel dedicated time to heavily investigating these
11 additional claims while litigating claims that were ultimately certified. *Id.* at ¶ 17.

12 The Court also already approved Plaintiff as the Class Representative and Plaintiff’s Counsel as
13 Class Counsel for certified claims. Declaration of Alex Valle, filed November 10, 2025, Ex. 5.
14 Accordingly, Plaintiff should be appointed Class Representative, and Plaintiff’s Counsel should be
15 appointed Class Counsel for the rest break and reimbursement claims.

16 A well-defined community of interest exists, and conditional certification of the rest break and
17 reimbursement claims should be granted.

18 **B. Settlement Class Definition – Class Period**

19 The tentative ruling states, in part:

20 “Class and Release Period: The Class Period is defined as ending on June 24, 2024 in the
21 Settlement Agreement (¶ 1.12), which is inconsistent with the definition on the first page of
22 the Notice stating that it ends on June 24, 2025. Please resolve.”

23 Plaintiff provides supplemental briefing as follows:

24 The Parties revised the Notice to reflect the Class Period as ending on June 24, 2024. Valle Decl.
25 2, Ex. 1, p. 1.

26 **C. Analysis of Settlement Agreement - Is the Notice Proper?**

27 The tentative ruling states, in part:

28 “If class notice is to be given in English only, please explain why this is sufficient for the

1 targeted workforce.”

2 Plaintiff provides supplemental briefing as follows:

3 Notice will be provided only in English, as English was spoken by the Class Members and
4 Aggrieved Employees, and Defendant’s policy documents were all written in English. Tran Decl., ¶ 3;
5 Valle Decl. 2 at ¶ 4. As such, providing notice in English will be sufficient to notify Class Members and
6 Aggrieved Employees of the Settlement.

7 **D. Analysis of Settlement Agreement – Does a Presumption of Fairness Exist? – Amount**
8 **Offered in Settlement**

9 The tentative ruling states, in part:

10 “Please provide information about the estimated number of class members and aggrieved
11 employees and the projected average payments for each.”

12 Plaintiff provides supplemental briefing as follows:

13 The Parties estimate that there are approximately 356 Class Members, of which approximately
14 245 are Aggrieved Employees. Valle Decl. 2 at ¶ 5. The Net Settlement Amount is estimated to be
15 \$1,646,050 (\$2,850,000 Gross Settlement Amount - \$75,000 in costs - \$950,000 attorneys’ fees -
16 \$22,500 enhancement award - \$6,450 in settlement administration - \$150,000 in PAGA penalties). *Id.*
17 As such, the average payment to the 356 Class Members will be approximately \$4,620 each
18 (\$1,646,050/356). *Id.*

19 Moreover, the Settlement attributes \$150,000 in PAGA penalties, of which 75% are payable to
20 the Labor and Workplace Development Agency, and 25% are attributable to the Aggrieved
21 Employees. *Id.* at Ex. 1(A), §§ 3.2.1-3.2.5. Aggrieved Employees will receive a total amount of
22 \$37,500 (\$150,000 x 0.25), resulting in an average PAGA payment of around \$153 each (\$37,500/245
23 Aggrieved Employees). *Id.* at ¶ 6.

24 **E. Analysis of Settlement Agreement – Scope of Release**

25 The tentative ruling states, in part:

26 “What is Defendant’s relationship to ‘Apollo Medical Holdings, Inc.’ (see ¶ 1.39) and how
27 would it be proper to include it as a released party under this settlement if it is not a party to
28 the lawsuit?”

1 Plaintiff provides supplemental briefing as follows:

2 Apollo Medical Holdings, Inc. is an entity that has a partial ownership interest in Defendant,
3 which extends through part of the relevant Class Period. Sun Decl. at ¶ 3. The Settlement Agreement
4 will release Apollo Medical Holdings, Inc. from liability for any of the claims alleged in this matter.

5 **III. CONCLUSION**

6 Having provided additional information in support of the Motion for Preliminary Approval, the
7 Court is respectfully requested to grant preliminary approval of the Settlement and conduct the final
8 approval hearing on July 6, 2026 at 10:30 a.m.

9
10 Dated: February 24, 2026

AEGIS LAW FIRM, PC

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12 By: /s/ Alex J. Valle
13 Alex Valle
14 Attorney for Plaintiff
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