

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
Rachel N. Newman (State Bar #350826)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com
rachel@zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiff SARINA YUAN JONG LAI

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SARINA YUAN JONG LAI, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SUNMERRY CALIFORNIA INC., a California
corporation; SUNMERRY GARDENA LLC, a
California limited liability company;
SUNMERRY MONTEREY PARK LLC, a
California limited liability company;
SUNMERRY SANTA ANITA LLC, a California
limited liability company; and DOES 1 through
50, Inclusive,

Defendants.

Case No. 22STCV12086

[PROPOSED] JUDGMENT

Date: July 23, 2024

Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Dept.: 1

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement and Class Notice, fully executed on July 26, 2023, (the "Agreement") and Motion for
3 Class Counsel Attorneys' Fees and Litigation Expenses Payment and Class Representative Award
4 duly came on for hearing on July 23, 2024, before the above-entitled Court. The parties having
5 settled this action and the Court having entered an Order Granting Motion for Final Approval of
6 Class Action and PAGA Settlement and good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as all individuals who worked for Defendants Sunmerry California Inc.,
10 Sunmerry Gardena LLC, Sunmerry Monterey Park LLC, and Sunmerry Santa Anita LLC as hourly
11 and/or non-exempt employees in California at any time between June 30, 2018 to April 17, 2023
12 ("Class Period").

13 2. The "Settlement Class" is defined as persons who meet the foregoing definition,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
15 are 513 Class Members who worked for Defendants during the Class Period. There are zero opt-
16 outs and zero objections to the Settlement.

17 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
19 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
20 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
21 of Class Action and PAGA Settlement, and in this Final Judgment.

22 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
23 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
24 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
25 benefits.

26 5. Upon entry of final judgment and funding of the Gross Settlement Amount, each
27 member of the Settlement Class releases the "Released Class Claims" against the Defendants and
28 all of the "Released Parties," as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

2 (a) The Released Class Claims are defined as all class claims, debts, liabilities,
3 demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action
4 contingent or accrued for, that are alleged in the operative complaint, or which could have been
5 alleged in the operative complaint based on the facts alleged, which occurred during the Class
6 Period, including any claims for : (1) Unfair Competition; (2) Failure to Pay Minimum Wages; (3)
7 Failure to Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide
8 Required Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to
9 Provide Wages When Due; and (8) Failure to Reimburse Employees for Required Expenses;
10 including but not limited to compensatory damages; economic and/or special damages; premium
11 wages; premium pay; penalties; attorneys' fees; interest; and litigation costs (collectively the
12 "Released Claims"). The Released Claims expressly exclude all other claims, including claims for
13 vested benefits, unemployment insurance, disability, social security, workers' compensation, and
14 class claims outside of the Class Period.

15 (b) The "Released Parties" means (1) Defendants; (2) Defendants' respective
16 past, present and future parent corporations, affiliates, affiliates' companies, subsidiaries, divisions.
17 d/b/a's, predecessors, insurers, successors, franchisees, franchisors, assigns, principals, heirs, their
18 current and former exempt employees, accountants, auditors, attorneys, consultants, officers,
19 managers, members, partners, directors, shareholders, agents, both individually and in their business
20 capacities of any of the foregoing; and (3) any individual or entity which could be jointly liable with
21 any of the foregoing.

22 7. Upon entry of final judgment and funding of the Gross Settlement Amount, the
23 Plaintiff, the Labor and Workforce Development Agency ("LWDA"), the State of California, and
24 each "Aggrieved Employee" released the Released Parties from the "Released PAGA Claims" for
25 the "PAGA Period," as set forth in the Agreement.

26 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

27 (a) The Aggrieved Employees are defined as all current and former non-exempt
28 California employees who worked for Defendants at any time during the period between April 8,

1 2021 and April 17, 2023 (“PAGA Period”).

2 (b) The Released PAGA Claims are defined as all PAGA claims that are alleged
3 in the operative complaint and Plaintiff’s PAGA Notice and Amended Notice to the LWDA, or
4 which could have been alleged based on the facts asserted, which occurred during the PAGA Period,
5 and expressly excluding all other claims, including claims for vested benefits, unemployment
6 insurance, disability, social security, workers’ compensation, and PAGA claims outside of the
7 PAGA Period.

8 9. This Court hereby grants final approval and awards the following: (i) One Hundred
9 and Eighty-Three Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents
10 (\$183,333.33) to Class Counsel, comprised of Class Counsel Attorneys’ Fees of one-third of the
11 Gross Settlement Amount, One Hundred and Fifty Eight Thousand Three Hundred and Thirty Three
12 Dollars and Thirty Three Cents (\$158,333.33) and Litigation Expenses in the amount of Twenty-
13 Five Thousand Dollars and Zero Cents (\$25,000.00); (ii) the Class Representative Service Payment
14 to Class Representative, Sarina Yuan Jong Lai, of Ten Thousand Dollars and Zero Cents
15 (\$10,000.00); (iii) Settlement Administration Expenses of Eleven Thousand Seven Hundred Dollars
16 and Zero Cents (\$11,700.00) to Apex Class Action, LLC; (iv) Eighteen Thousand Seven Hundred
17 and Fifty Dollars and Zero Cents (\$18,750.00) (75% of the PAGA Payment) to the Labor and
18 Workforce Development Agency (“LWDA PAGA Payment”); and (v) Six Thousand Two Hundred
19 and Fifty Dollars and Zero Cents (\$6,250.00) (25% of the PAGA Payment) to the Aggrieved
20 Employees.

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1 10. Plaintiff shall give written notice of this Judgment to all interested parties, including
2 the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or
3 order pursuant to California Labor Code section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

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7 DATED: _____

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11 Hon. Stuart M. Rice
12 Judge, Superior Court for the State of California,
13 County of Los Angeles
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