

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] ORDER GRANTING
FINAL APPROVAL**

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 Costs Payment and Class Representative Award duly
4 came on for hearing on July 23, 2024, before the above-entitled Court. The JCL Law Firm, APC,
5 and Zakay Law Group, APLC, appeared on behalf of Plaintiff SARINA YUAN JONG LAI
6 ("Plaintiff"). Atkinson, Andelson, Loya, Ruud & Romo appeared on behalf of Defendants
7 SUNMERRY CALIFORNIA INC., SUNMERRY GARDENA LLC, SUNMERRY MONTEREY
8 PARK LLC, and SUNMERRY SANTA ANITA LLC ("Defendants").

9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All terms used herein shall have the same meaning as defined in the
14 Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 22STCV12086,
17 entitled *Sarina Yuan Jong Lai v. Sunmerry California Inc., et al.*, and over all Parties to this
18 litigation, including the Class.

19 **Preliminary Approval of the Settlement**

20 3. On January 22, 2024, the Court granted preliminary approval of a class-wide
21 settlement. At this same time, the Court approved certification of a provisional settlement class for
22 settlement purposes only. The Court confirms this Order and finally approves the settlement and
23 the certification of the Class.

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Notice Packet was
26 mailed by first class U.S. Mail to the Class Members at their last known addresses on February 20,
27 2024. Mailing of the Notice Packet to the Class Members' last known addresses was the best notice
28 practicable under the circumstances and was reasonably calculated to communicate actual notice of

1 the litigation and the proposed settlement to the members of the Class Members. The Court finds
2 that the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule
3 3.769.

4 5. The Response Deadline for opting out or objecting was April 5, 2024. There
5 was an adequate interval between notice and deadline to permit Class Members to choose what to
6 do and act on their decision. No Class Members objected. No Class Members requested exclusion.

7 **Fairness Of The Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$475,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

11 a. The settlement was reached through arms-length bargaining between
12 the parties. There is no evidence of any collusion between the parties in reaching the proposed
13 settlement.

14 b. The Parties' investigation and discovery have been sufficient to allow
15 the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. No objections were received. No requests for exclusion were
20 received.

21 e. The participation rate is high. 100% of Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
25 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
26 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would
27 ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **PAGA Payment**

4 9. The Agreement provides for a payment of PAGA Payment in the amount of
5 \$25,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
6 Payment and the allocation of \$18,750.00 to the LWDA and \$6,250.00 to the Aggrieved Employees
7 is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.*
8 (2021) 72 Cal.App.5th 56.

9 **Class Counsel Attorneys' Fees and Litigation Expenses Payment**

10 10. The Agreement provides for a Class Counsel Attorneys' Fees of not more
11 than one-third of the Gross Settlement Amount and Litigation Expenses of up to \$25,000.00. The
12 Gross Settlement Amount is \$475,000.00, one-third of which is \$158,333.33. Litigation Expenses
13 are \$25,000.00.

14 11. Class Counsel Attorneys' Fees of \$158,333.33, and reimbursement of
15 Litigation Expenses of \$25,000.00 are reasonable in light of the contingent nature of Class Counsel's
16 fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
17 attorneys' fee award represents one-third (1/3) of the Gross Settlement Amount, which is reasonable
18 and at the low end of the range for fee awards in common fund cases and is supported by Class
19 Counsel's lodestar.

20 **Class Representative Service Payment**

21 12. The Agreement provides for a Class Representative Service Payment of up
22 to \$10,000.00 for Plaintiff Sarina Yuan Jong Lai, subject to the Court's approval. The Court finds
23 that the amount of \$10,000.00 is reasonable in light of the risks and burdens undertaken by the
24 Plaintiff in this class action litigation.

25 **Settlement Administration Expenses Payment**

26 13. The Agreement provides for Settlement Administration Expenses Payment
27 to be paid in an amount not to exceed \$11,700.00. The Declaration of the Settlement Administrator
28 provides that the actual claims administration expenses were \$11,700.00. The amount of this

1 payment is reasonable in light of the work performed by the Settlement Administrator.

2 **II.**

3 **ORDERS**

4 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

5 1. The Class is certified for the purposes of settlement only. The Settlement
6 Class is hereby defined to include:

7 All current and former non-exempt California employees who worked for
8 Defendants Sunmerry California Inc., Sunmerry Gardena LLC, Sunmerry Monterey
9 Park LLC, and Sunmerry Santa Anita LLC at any time during the period between
10 June 30, 2018 and April 17, 2023.

11 2. There are 513 members of the Class. Every person in the Class who did not
12 opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs
13 to the Settlement.

14 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
15 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
16 this Order and the terms of the Agreement.

17 4. Defendants shall fund the Gross Settlement Amount on the Funding Date. In
18 exchange the Settlement Class Members shall release Defendants from the “Released Class Claims”
19 and the “Aggrieved Employees” shall release the “Released PAGA Claims.”

20 a. The Released Class Claims are defined as all class claims, debts,
21 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
22 action contingent or accrued for, that are alleged in the operative complaint, or which could have
23 been alleged in the operative complaint based on the facts alleged, which occurred during the Class
24 Period, including any claims for : (1) Unfair Competition; (2) Failure to Pay Minimum Wages; (3)
25 Failure to Overtime Wages; (4) Failure to Provide Required Meal Periods; (5) Failure to Provide
26 Required Rest Periods; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to
27 Provide Wages When Due; and (8) Failure to Reimburse Employees for Required Expenses;
28 including but not limited to compensatory damages; economic and/or special damages; premium

1 wages; premium pay; penalties; attorneys' fees; interest; and litigation costs (collectively the
2 "Released Claims"). The Released Claims expressly exclude all other claims, including claims for
3 vested benefits, unemployment insurance, disability, social security, workers' compensation, and
4 class claims outside of the Class Period.

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

11 c. The term "Aggrieved Employees" is hereby defined to include all
12 current and former non-exempt California employees who worked for Defendants Sunmerry
13 California Inc., Sunmerry Gardena LLC, Sunmerry Monterey Park LLC, and Sunmerry Santa Anita
14 LLC at any time during the period between April 8, 2021 and April 17, 2023.

15 5. Class Counsel are awarded a Class Counsel Attorneys' Fees and Litigation
16 Expenses Payment in the amount of One Hundred and Eighty-Three Thousand Three Hundred and
17 Thirty Three Dollars and Thirty Three Cents (\$183,333.33) comprised of attorneys' fees in the
18 amount of One Hundred and Fifty Eight Thousand Three Hundred and Thirty Three Dollars and
19 Thirty Three Cents (\$158,333.33) and reimbursement of costs and expenses in the amount of
20 Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Class Counsel shall not seek or obtain
21 any other compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

22 6. The payment of the Class Representative Service Payment to the Plaintiff in
23 the amount of \$10,000.00 is approved.

24 7. The payment of \$11,700.00 to the Settlement Administrator for the
25 Administration Expenses Payment is approved.

26 8. The PAGA Payment of \$25,000.00 is hereby approved as fair, reasonable,
27 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
28

1 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
2 fraud or collusion.

3 9. The Court further finds and determines that Class Counsel satisfied
4 California Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of
5 claims arising under the Private Attorney General Act (“PAGA”) on December 20, 2023.

6 10. The Court orders Class Counsel to comply with California Labor Code §
7 2699(1)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s
8 entry of this Order.

9 11. The Agreement is not an admission by Defendants, nor is this Final Approval
10 Order nor the Final Judgment (as that term is defined, below) a finding, of the validity of any claims
11 in the Action or of any wrongdoing by Defendants. Neither this Final Approval Order, the Final
12 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
13 Settlement is, may be construed as, or may be used as an admission by or against Defendants of any
14 fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and
15 any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
16 be evidence of, an admission or concession with regard to the denials or defenses by Defendants
17 and shall not be offered in evidence in any action or proceeding against Defendants in any court,
18 administrative agency or other tribunal for any purpose as an admission whatsoever other than to
19 enforce the provisions of this Final Approval Order, the Final Judgment, the Settlement, or any
20 related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the
21 Action or in any other proceeding this Final Approval Order, the Final Judgment, the Agreement,
22 or any other papers and records on file in the Action as evidence of the Settlement to support a
23 defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or
24 similar defense as to the claims being released by the Settlement.

25 12. Notice of entry of this Final Approval Order shall be given to Class Counsel
26 on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice of entry of this
27 Final Approval Order to individual Class Members and the Final Approval Order shall be posted on
28 Settlement Administrator’s website as indicated in the Notice Packet.

1 13. Concurrently with the Motion, Plaintiff submitted a [Proposed] Judgment,
2 which shall incorporate, as necessary, the relevant provisions of this Final Approval Order, and shall
3 be entered by the Court.

4 14. The Final Judgment shall bind each Settlement Class Member.

5 15. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
6 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
7 ("PAGA").

8 16. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
9 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
10 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
11 connection with the distribution of settlement benefits.

12 17. If the Settlement does not become final and effective in accordance with the
13 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
14 Defendants consistent with the terms of the Settlement, then this Final Approval Order, the Final
15 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
16 be vacated.

17 **IT IS SO ORDERED.**

18
19 DATED: _____

Hon. Stuart M. Rice
JUDGE OF THE SUPERIOR COURT