

1 **ZAKAY LAW GROUP, APLC**
 2 Shani O. Zakay (State Bar #277924)
 3 Jackland K. Hom (State Bar #327243)
 4 Julieann Alvarado (State Bar #334727)
 5 Rachel Newman (State Bar # 350826)
 6 5440 Morehouse Drive, Suite 3600
 7 San Diego, CA 92121
 8 Telephone: (619)255-9047
 9 Facsimile: (858) 404-9203
 10 shani@zakaylaw.com
 11 jackland@zakaylaw.com
 12 julieann@zakaylaw.com
 13 rachel@zakaylaw.com

FILED
 Superior Court of California
 County of Los Angeles
 01/22/2024

David W. Slayton, Executive Officer / Clerk of Court
 By: _____ A. He _____ Deputy

9 **JCL LAW FIRM, APC**
 10 Jean-Claude Lapuyade (State Bar #248676)
 11 5440 Morehouse Drive, Suite 3600
 12 San Diego, CA 92121
 13 Telephone: (619)599-8292
 14 Facsimile: (619) 599-8291
 15 jlapuyade@jcl-lawfirm.com

16 Attorneys for PLAINTIFF SARINA YUAN JONG LAI

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 18 **FOR THE COUNTY OF LOS ANGELES**

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

22 Plaintiff,

23 v.

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

Defendants.

Case No.: 22STCV12086

**AMENDED ~~PROPOSED~~ ORDER
 GRANTING PRELIMINARY APPROVAL
 OF CLASS ACTION AND PAGA
 SETTLEMENT**

Hearing Date: January 17, 2024
 Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
 Department: 1

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1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this
3 Court, on January 17, 2024 in Department 1 before the Honorable Stuart M. Rice, presiding. The Court
4 having considered the papers submitted in support of the application of the parties, HEREBY ORDERS
5 THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) filed
8 herewith. All terms used herein shall have the same meaning as defined in the Agreement.

9 2. The Settlement set forth in the Agreement, for a Gross Settlement Amount of \$475,000,
10 appears to be fair, adequate and reasonable to the Class. The Settlement falls within the range of
11 reasonableness and appears to be presumptively valid, subject only to any objections that may be raised
12 at the final fairness hearing and final approval by this Court. It further appears that investigation and
13 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
14 respective positions. It further appears to the Court that settlement at this time will avoid substantial
15 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further
16 prosecution of the Action. It further appears that the Settlement has been reached as the result of
17 intensive, serious and non-collusive, arms-length negotiations. The Parties are ordered to carry out the
18 settlement according to the terms of the Agreement and in conformity with this Order. The Net
19 Settlement Amount of approximately \$244,966.67 shall equal the amount available for Individual Class
20 Payments after deducting the Court-approved amounts for the Individual PAGA Payment, LWDA
21 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
22 Litigation Expenses, and the Administration Expenses Payment. The Court has reviewed the monetary
23 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
24 settlement awards made available to Class Members is fair, adequate, and reasonable when balanced
25 against the probable outcome of further litigation relating to certification, liability, and damages issues.
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1 3. A final fairness hearing on the question of whether the proposed Settlement, including
2 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses
3 Payment, and the Class Representative Service Payment to Plaintiff should be finally approved as fair,
4 reasonable and adequate as to the members of the Class is scheduled in Department 1 on the date and
5 time set forth in the implementation schedule in Paragraph 11 below. The Agreement specifies for a
6 Class Counsel Fees Payment in the amount not to exceed one-third of the Gross Settlement Amount,
7 currently estimated to be One Hundred Fifty Eight Thousand Three Hundred Thirty Three Dollars and
8 Thirty-Three Cents (\$158,333.33) *and* a Class Counsel Litigation Expenses Payment not to exceed
9 Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). The Agreement also specifies for a Class
10 Representative Service Payment in the amount not to exceed Ten Thousand Dollars and Zero Cents
11 (\$10,000.00) to Plaintiff. The Agreement also specifies for Administration Expenses Payment in the
12 amount not to exceed Eleven Thousand Seven Hundred Dollars and Zero Cents (\$11,700.00). While
13 these payments and awards appear to be within the range of reasonableness, the Court will not approve
14 the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses
15 Payment, and Class Representative Service Payments, until the Final Approval Hearing. Class Counsel
16 and the Class Representative will be required to present evidence supporting these requests, including
17 lodestar, prior to final approval.
18

19 4. This Court approves, as to form and content, the Notice of Class Action Settlement and
20 Hearing Date for Final Court Approval. The Court approves the procedure for Class Members to opt out
21 of, or to object to, the Settlement as set forth in the Agreement and Notice.
22

23 5. The Court directs the mailing of the Notice of Class Action Settlement and Hearing Date
24 for Final Court Approval by first class mail to the Class Members in accordance with the Implementation
25 Schedule set forth below. The Court finds the dates selected for the mailing and distribution of the
26 Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide
27 the best notice practicable under the circumstances and shall constitute due and sufficient notice to all
28 persons entitled thereto.

1 6. Specifically, the Notice Packet fairly, plainly, accurately, and reasonably informs Class
2 Members of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and
3 the essential terms of the Settlement, including the plan of allocation; (2) Plaintiff's and Class Counsel's
4 applications for the Class Representative Service Payment to Plaintiff, and Class Counsel's request for
5 attorneys' fees and litigation costs; (3) a formula used to determine the Class Members' estimated
6 Individual Class Payment; (4) how to claim a share of the proceeds under the Settlement, and Class
7 Members' right to appear through counsel if they desire; (5) how to object to the Settlement or to opt-
8 out if a Class Member wishes to do so; and (6) how to obtain additional information regarding the Action
9 and the Settlement. (California Rule of Court 3.766.) The Court finds that the notice requirements of
10 California Rule of Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided
11 adequately advises Class Members of their rights under the settlement. Counsel for the Parties are
12 authorized to correct any typographical errors in the Notice Packet and make clarifications, to the extent
13 the same are found or needed, so long as such corrections do not materially alter the substance of the
14 documents. The Court further finds that the distribution of the Class Notice is substantially in the manner
15 and form set forth in the Agreement and this Order meets the requirements of due process, is the best
16 notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons
17 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the
18 terms set forth in the Agreement.
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20 7. It is ordered that the Settlement Class is preliminarily certified for settlement purposes
21 only. For Settlement purposes only, the Court conditionally certifies the Class, consisting of "all current
22 and former non-exempt California employees who worked for Defendants at any time during the Class
23 Period. The Class Period is the period between June 30, 2018 and April 17, 2023.

24 8. The Court concludes that, for settlement purposes only, the Class meets the requirements
25 for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is
26 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions
27 of law and fact predominate, and there is a well-defined community of interest amongst the Class
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1 Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiff are
2 typical of the claims of the Class Members; (d) the Class Representative will fairly and adequately
3 protect the interests of the Class Members; (e) a class action is superior to other available methods for
4 the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel
5 for the Class.

6 9. The Court confirms Plaintiff Sarina Yuan Jong Lai as Class Representative, and Shani
7 O. Zakay of Zakay Law Group, APLC and Jean-Claude Lapuyade of JCL Law Firm, APC as Class
8 Counsel.

9 10. The Court confirms the appointment of Apex Class Action, LLC as the Settlement
10 Administrator.

11 11. The Court orders the following Implementation Schedule for further proceedings:

12 a.	Deadline for Defendants to Submit Class Data to Settlement Administrator	15 calendar days after Order granting Preliminary Approval
13 b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members	14 calendar days after receiving Class Data from Defendants
14 c.	Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of the Notice
15 d.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of the Notice
16 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Class Representative Service Payment	16 Court days before Final Approval Hearing
17 f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	14 days before the hearing on Plaintiff's Motion for Final Approval of Settlement

g.	Final Fairness Hearing and Final Approval	July 23, 2024 at 10:30 a.m.
h.	Deadline for Defendants to fund Settlement	14 calendar days after Effective Date
i.	Deadline for Settlement Administrator to mail the Individual Payments and the Class Representative Service Payment, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	14 calendar days after Defendants fund the Gross Settlement Amount
j.	Deadline for Class Members to cash Individual Payment checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails the Individual Payments

12. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

13. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of the settlement of the Action.

IT IS SO ORDERED.



Stuart M. Rice

Dated: Re: et al. / CCG / CCG

Stuart M. Rice / Judge

HON. STUART M. RICE
JUDGE OF THE SUPERIOR COURT