

Electronically Received 12/19/2024 02:58 PM

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
HAIG HOGDANIAN (SBN 334699)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

01/28/2025

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

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

ROBERTO ESCOBEDO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

SUNRISE FOOD SERVICE, INC., a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 23STCV02600

Assigned for All Purposes to:
Honorable Stuart M. Rice
Department 1

CLASS ACTION

**[PROPOSED] AMENDED ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Hearing Date: December 23, 2024
Hearing Time: 10:30 a.m.
Hearing Place: Department 1

Complaint Filed: February 6, 2023
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Preliminary Approval of Class Action Settlement came before this
3 Court, the Honorable Stuart M. Rice presiding, on December 23, 2024 at 10:30 a.m. The Court,
4 having considered the papers submitted in support of the Motion, **ORDERS THE**
5 **FOLLOWING:**

6 1. The following Class is conditionally certified for purposes of settlement only:
7 all current and former hourly-paid, non-exempt employees of Defendant Sunrise Food Service,
8 Inc. (“Defendant”) within the State of California at any time during the period from February
9 6, 2019, through September 30, 2024 (“Class,” “Class Members,” and Class Period”).

10 2. The Court grants preliminary approval of the settlement based upon the terms
11 set forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement,”
12 “Settlement,” or “Agreement”). Attached hereto as **Exhibit 1** is a true and correct copy of the
13 Agreement. Capitalized terms shall have the definitions set forth in the Agreement.

14 3. The settlement embodied in the Settlement Agreement appears to be fair,
15 adequate, and reasonable to the Class. The Settlement Agreement falls within the range of
16 reasonableness and appears to be presumptively valid, subject only to any objections that may
17 be raised at the Final Approval Hearing.

18 4. Plaintiff Roberto Escobedo (“Plaintiff”) is conditionally approved to serve as the
19 class representative.

20 5. Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation are
21 conditionally approved as Class Counsel for the Class.

22 6. The Court confirms ILYM Group, Inc. as the Administrator.

23 7. The proposed Gross Settlement Amount of \$200,000 is conditionally approved.

24 8. The proposed payment of the Class Counsel Fees Payment to Class Counsel not
25 to exceed \$66,666.67 (1/3 of the Gross Settlement Amount) and Class Counsel Litigation
26 Expenses Payment to Class Counsel for actual litigation costs incurred not to exceed \$25,000
27 are conditionally approved.

28 ///

1 9. The proposed Class Representative Service Payment not to exceed \$7,500 to
2 Plaintiff for his services as the class representative is conditionally approved.

3 10. The proposed payment of the Administration Expenses Payment not to exceed
4 \$10,000 to the Administrator for its services is conditionally approved.

5 11. The Court also conditionally approves the Private Attorneys General Act of 2004
6 (“PAGA”) Penalties not to exceed \$10,000 the Parties have allocated for the settlement of the
7 claims for PAGA penalties stemming from the alleged Labor Code violations. Seventy-five
8 percent (75%) of the PAGA Penalties (\$7,500) will be paid to the California Labor and
9 Workforce Development Agency, and the remaining twenty-five percent (25%) of the PAGA
10 Penalties (\$2,500) will be paid to the Aggrieved Employees, on a pro rata basis.

11 12. The Parties agreed that this action be settled and compromised for the non-
12 reversionary total sum of \$200,000 (“Gross Settlement Amount”) which includes: (a) Class
13 Counsel Fees Payment up to \$66,666.67 (1/3 of the Gross Settlement Amount) to Class
14 Counsel; (b) Class Counsel Litigation Expenses Payment up to \$25,000 for reimbursement of
15 litigation costs and expenses to Class Counsel; (c) Class Representative Service Payment up to
16 \$7,500 to Plaintiff; (d) Administration Expenses Payment up to \$10,000 to the Administrator;
17 and (e) PAGA Penalties up to \$10,000 to the LWDA and Aggrieved Employees.

18 13. After all Court-approved deductions from the Gross Settlement Amount, it is
19 estimated \$80,833.33 (“Net Settlement Amount”) will be paid to Participating Class Members
20 – with a gross *average* Individual Class Payment estimated at \$406.20.

21 14. A Final Approval Hearing on the question of whether the Settlement Agreement,
22 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class
23 Representative Service Payment should be finally approved as fair, reasonable, and adequate as
24 to all Class Members who do not submit valid and timely Requests for Exclusion from the
25 Settlement is scheduled on the date and time set forth below.

26 ///

27 ///

28 ///

1 15. The Court approves, as to form and content, the Court Approved Notice of Class
2 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), as attached as
3 **Exhibit A** to the Agreement. The Court also approves the procedure for the Class Members to
4 participate in, to opt out of, and to object to the Settlement as set forth in the Class Notice.

5 16. The Court directs the mailing of the Class Notice to all identified Class Members
6 via first-class United States Postal Service mail in accordance with the implementation schedule
7 set forth below. The Court finds the dates selected for the mailing and distribution of the Class
8 Notice meet the requirements of due process, provide the best notice practicable under the
9 circumstances, and shall constitute due and sufficient notice to all persons entitled.

10 17. To facilitate administration of the Settlement pending final approval, the Court
11 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits, or
12 administrative proceedings (including, but not limited to, filing claims with the Division of
13 Labor Standards Enforcement of the California Department of Industrial Relations) based on
14 claims released by the Settlement unless and until such Class Members have filed valid requests
15 for exclusion with the Administrator and the time for filing valid requests for exclusion with
16 the Administrator has not elapsed.

17 ///

18 ///

19 ///

18. The Court orders the following implementation schedule for proceedings:

a.	Deadline for Defendant to submit Class Data to Administrator	No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement
b.	Deadline for Administrator to mail the Class Notice to the Class Members	No later than fourteen (14) calendar days after receiving the Class Data
c.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator	Within forty-five (45) calendar days from the initial mailing of the Class Notice
d.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator if the Class Notice was remailed	Within an additional fourteen (14) calendar days beyond the Response Deadline
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment	Within sixteen (16) court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
f.	Final Approval Hearing	May 19, 2025 at 10:30 a.m. in Department 1

Dated: ~~May 19, 2025~~ ~~at 10:30 a.m.~~

IT IS SO ORDERED.



Stuart M. Rice

By:

Stuart M. Rice / Judge

Honorable Stuart M. Rice

Judge of the Superior Court