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8 and all others similarly situated or aggrieved,

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27 ASI COMPUTER TECHNOLOGIES, INC.

28 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

SIMON DETHRASAVONG, on behalf of
himself and all others similarly situated or
aggrieved,

Plaintiff,

v.

ASI COMPUTER TECHNOLOGIES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 20STCV32312

[Assigned to the Hon. Kenneth R. Freeman
in Dept. SS-14]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: August 21, 2020
Trial Date: None Set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 SIMON DETHRASAVONG (“Plaintiff”) individually and on behalf of the Settlement Class, as
4 defined below, on the one hand; and defendant ASI COMPUTER TECHNOLOGIES, INC.
5 (“Defendant”), on the other hand, in the lawsuit entitled *Simon Dethrasavong v. ASI Computer*
6 *Technologies, Inc.* filed in Los Angeles County Superior Court, Case No. 20STCV32312 (the
7 “Action”). Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties”.
8 This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and
9 settle the claims as set forth herein, based upon and subject to the terms and conditions of this
10 Agreement.

11 **1. DEFINITIONS**

12 **A. “Action”** means *Simon Dethrasavong v. ASI Computer Technologies, Inc.* filed
13 in Los Angeles County Superior Court, Case No. 20STCV32312.

14 **B. “Aggrieved Employees”** means Class Members employed by Defendant during
15 the PAGA Period as non-exempt, hourly-paid employees, including thirty-two (32) employees
16 who were allegedly misclassified by Defendant as “exempt” employees.

17 **C. “Class Counsel”** means: David D. Bibiyan and Diego Aviles of Bibiyan Law
18 Group, P.C, as well as Jasmin K. Gill of J. Gill Law Group, P.C. The term “Class Counsel” shall
19 be used synonymously with the term “Plaintiff’s Counsel.”

20 **D. “Class Period”** means the period from August 21, 2016 through January 1, 2022
21 or Preliminary Approval Date, whichever occurs first.

22 **E. “Court”** means the Superior Court of the State of California for the County of
23 Los Angeles.

24 **F. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
25 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
26 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
27 have been filed, the date on which they have been resolved or exhausted.

28 **G. “Defendant”** means ASI Computer Technologies, Inc.

1 **H. “Employer Taxes”** means employer-funded taxes and contributions imposed on
2 the wage portions of the Individual Settlement Payments under the Federal Insurance
3 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
4 and contributions required of employers, such as for unemployment insurance.

5 **I. “General Release”** means the general release of claims by Plaintiff, which is in
6 addition to his limited release of claims as a Participating Class Member.

7 **J. “Gross Settlement Amount”** means a non-reversionary fund in the sum of One
8 Million Thirty-Six Thousand and Nine Hundred Fifty Dollars and Zero Cents (\$1,036,950.00),¹
9 which shall be paid by Defendant, from which all payments for the Individual Settlement
10 Payments to Participating Class Members and the Court-approved amounts for attorneys’ fees
11 and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration
12 Costs, the Service Award, the PAGA Payment, and the LWDA Payment shall be paid. It
13 expressly excludes Employer Taxes, which shall be paid by Defendant separate and apart from
14 the Gross Settlement Amount.

15 **K. “Individual PAGA Payment”** means a payment made to an Aggrieved
16 Employee of his or her share of the PAGA Payment, which may be in addition to his or her
17 Individual Settlement Share.

18 **L. “Individual Settlement Payment”** means a payment to a Participating Class
19 Member of his or her net share of the Net Settlement Amount.

20 **M. “Individual Settlement Share”** means the gross amount of the Net Settlement
21 Amount that a Settlement Class Member is eligible to receive based on the number of Workweeks
22 that he or she worked as a Settlement Class Member during the Class Period if he or she does not
23 submit a timely and valid Request for Exclusion.

24 **N. “LWDA Payment”** means the payment to the State of California Labor and
25 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
26 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
27

28 ¹ As the same may be increased in accordance with Paragraph 16, below.

1 Settlement Amount. The Parties have agreed that Fifty Thousand Dollars and Zero Cents
2 (\$50,000.00) shall be allocated toward PAGA penalties, of which Thirty-Seven Thousand Five
3 Hundred Dollars and Zero Cents (\$37,500.00) will be paid to the LWDA (*i.e.*, the LWDA
4 Payment) and Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00) will be paid
5 to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked in the PAGA
6 Period, as further set out herein.

7 **O. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
8 that is available for distribution to the Participating Class Members after deductions for the Court-
9 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
10 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
11 Payment, and the PAGA Payment.

12 **P. “Operative Complaint” or “Complaint”** means the Complaint that was filed
13 with the Court on August 21, 2020.

14 **Q. “PAGA Payment** is the 25% portion of the Fifty Thousand Dollars and Zero
15 Cents (\$50,000.00) that is allocated toward PAGA penalties (Twelve Thousand, Five Hundred
16 Dollars and Zero Cents (\$12,500.00)) that will be paid to Aggrieved Employees on a *pro rata*
17 basis based on the Workweeks worked in the PAGA Period, as further set out herein, which
18 would be in addition to their Individual Settlement Share so long as they do not opt out of the
19 Settlement.

20 **R. “PAGA Period”** means the period from June 9, 2019 through January 1, 2022 or
21 the Preliminary Approval Date, whichever occurs first.

22 **S. “Participating Class Members”** means all Settlement Class Members who do
23 not submit a timely and valid Request for Exclusion.

24 **T. “Plaintiff”, “Named Plaintiff” or “Class Representative”** shall refer to
25 Plaintiff Simon Dethrasavong.

26 **U. “Preliminary Approval Date”** means the date on which the Court enters an
27 Order granting preliminary approval of the Settlement.

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1 **V. “Released Parties”** shall mean Defendant and each of its past, present, and future
2 respective subsidiaries, dba’s, affiliates, parents, insurers and reinsurers, and company-sponsored
3 employee benefit plans of any nature and their successors and predecessors in interest, including
4 all of their officers, directors, shareholders, employees, agents, principals, heirs, representatives,
5 accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

6 **W. “Response Deadline”** means the deadline for Settlement Class Members to mail
7 any Requests for Exclusion, objections, or Workweek Disputes to the Settlement Administrator,
8 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
9 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
10 such an instance, the Class Member shall have fifteen (15) days from the re-mailing, or forty-
11 five (45) days from the date of the initial mailing, whichever is later, in which to postmark a
12 Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the
13 exclusive means for determining whether a Request for Exclusion, objection, or Workweek
14 Dispute was submitted by the Response Deadline.

15 **X. “Request for Exclusion”** means a written request to be excluded from the
16 Settlement Class pursuant to Section 9.C below.

17 **Y. “Service Award”** means monetary amount to be paid to Plaintiff of up to Seven
18 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval,
19 will be paid out of the Gross Settlement Amount.

20 **Z. “Settlement Administration Costs”** means all costs incurred by the Settlement
21 Administrator in administration of the Settlement, including, but not limited to, translating the
22 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
23 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, and
24 Individual PAGA Payments, as well as associated taxes and withholdings, providing
25 declarations, generating Individual Settlement Payment checks and related tax reporting forms,
26 doing administrative work related to unclaimed checks, transmitting payment to Class Counsel
27 for the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and
28 expenses, to Plaintiff for his Service Award, and to the LWDA for the LWDA Payment,

1 providing weekly reports of opt-outs, objections and related information, and any other actions
2 of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this
3 Agreement. The Settlement Administration Costs are estimated not to exceed \$7,750. If the actual
4 amount of the Settlement Administration Costs is less than \$7,750, the difference between \$7,750
5 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If
6 the Settlement Administration Costs exceed \$7,750, then such excess will be paid solely from
7 the Gross Settlement Amount and Defendant will not be responsible for paying any additional
8 funds in order to pay these additional costs.

9 **AA. “Settlement Administrator”** means the Third-Party Administrator mutually
10 agreed upon by the Parties that will be responsible for the administration of the Settlement
11 including, without limitation, translating the Class Notice in Spanish, the distribution of the
12 Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount
13 and related matters under this Agreement.

14 **BB. “Settlement Class” or “Settlement Class Members”** means all current and
15 former non-exempt, hourly paid employees employed by Defendant in California at any time
16 during the Class Period, including thirty-two (32) employees who were allegedly misclassified
17 by Defendant as “exempt” employees.

18 **CC. “Workweeks”** means the number of workweeks that a Settlement Class Member
19 was employed by Defendant in a non-exempt, hourly position during the Class Period, based on
20 hire dates, re-hire dates, and termination dates. If a Settlement Class Member disputes his/her
21 Individual Settlement Share, it shall be termed a “Workweek Dispute.”

22 **2. BACKGROUND**

23 **A.** On June 9, 2020, Plaintiff filed with the LWDA and served on Defendant a notice
24 under Labor Code section 2699.3 (the “PAGA Notice”) stating he intended to serve as a proxy
25 of the LWDA to recover civil penalties for aggrieved employees. The PAGA Notice includes
26 violations of law pled in the Action referenced below, plus a request for penalties for failure to
27 comply with Labor Code sections 204, 246, 432, 1174, 1198.5, and 2810.5.

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1 **B.** Plaintiff filed a putative wage-and-hour class action and representative action
2 complaint against Defendant on August 21, 2020. Plaintiff alleges that during the Class Period,
3 with respect to Plaintiff and the Settlement Class Members, Defendant, *inter alia*, failed to pay
4 the Settlement Class Members' overtime wages and minimum wages for all hours worked and/or
5 recorded; failed to provide compliant meal and rest periods and associated premium payments;
6 failed to issue compliant and accurate itemized wage statements; failed to timely pay all wages
7 due and owing at the time of termination or resignation; and engaged unfair competition based
8 on the alleged Labor Code Violations. Further, Plaintiff's Complaint filed on August 21, 2020
9 contained representative allegations under PAGA as 65 days had passed without any
10 communication from the LWDA, on behalf of himself and all other aggrieved employees in the
11 PAGA Period as a proxy of the LWDA to recover civil penalties for the Labor Code violations
12 set out in the PAGA Notice.

13 **C.** Thereafter, the Parties agreed to exchange informal discovery and attend an early
14 mediation, in which Plaintiff was provided with, among other things: (1) hire dates, separation
15 dates (as applicable), and rates of pay for the one-hundred and forty-two (142) non-exempt
16 employees working for Defendant during the Class Period; (2) corresponding time and payroll
17 records for 132 Class Members; (3) a spreadsheet indicating whether any employee signed a meal
18 period waiver and/or arbitration agreement with copies of each; (4) two versions of an Employee
19 Handbook, including all pertinent written policies in place during the Class Period; (5) class
20 contact information for Class Members after administration of a *Belaire-West* opt-out notice; and
21 (6) Plaintiff's personnel file.

22 **D.** On November 1, 2021, the Parties participated in a full-day mediation before the
23 Honorable Carl J. West (Ret.), a well-regarded mediator and former judge experienced in
24 mediating complex labor and employment matters. With the aid of Judge West's evaluation, the
25 Parties reached the Settlement to resolve the Action.

26 **E.** Class Counsel has conducted significant investigation of the law and facts relating
27 to the claims asserted in the Action and the PAGA Notice and has concluded that that the
28 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement

1 Class, taking into account the sharply contested issues involved, the expense and time necessary
2 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
3 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
4 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
5 to be received by the Settlement Class Members.

6 **F.** Defendant has concluded that, because of the substantial expense of defending
7 against the Action, the length of time necessary to resolve the issues presented herein, the
8 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
9 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
10 claims asserted against it in the Action and the PAGA Notice. However, Defendant nevertheless
11 desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
12 continuing litigation and for the purpose of putting to rest the controversies engendered by the
13 Action.

14 **G.** This Agreement is intended to and does effectuate the full, final, and complete
15 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
16 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
17 and Aggrieved Employees.

18 **3. JURISDICTION**

19 The Court has jurisdiction over the Parties and the subject matter of the Action. The
20 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
21 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
22 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
23 pursuant to California Rule of Court, rule 3.769, subdivision (h).

24 **4. STIPULATION OF CLASS CERTIFICATION**

25 The Parties stipulate to the certification of the Settlement Class under this Agreement for
26 purposes of settlement only.

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1 **5. MOTION FOR PRELIMINARY APPROVAL**

2 Plaintiff will move for an order granting preliminary approval of the Settlement,
3 approving and directing the mailing of the proposed Notice of Class Action Settlement (“Class
4 Notice”) attached hereto as **Exhibit “A”**, conditionally certifying the Settlement Class for
5 settlement purposes only, and approving the deadlines proposed by the Parties for the submission
6 of Requests for Exclusion, Workweek Disputes, and objections, the papers in support of Final
7 Approval of the Settlement, and any responses to Objections or opposition papers to the Motion
8 for Final Approval.

9 **6. STATEMENT OF NO ADMISSION**

10 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff
11 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
12 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims
13 or allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein,
14 in the event that this Agreement is not approved by the Court, or any appellate court, is
15 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
16 limited or affected in any way any claims, rights or remedies, or defenses in the Action or the
17 PAGA Notice, and Defendant will not be deemed to have waived, limited, or affected in any way
18 any of its objections or defenses in the Action and the PAGA Notice. The Parties shall be restored
19 to their respective positions in the Action prior to the entry of this Settlement.

20 **7. RELEASE OF CLAIMS**

21 **A. Release by All Participating Class Members.**

22 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
23 of Judgment, and payment by Defendant to the Third-Party Administrator selected of the full
24 Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, Plaintiff
25 and all Participating Class Members release all claims against the Released Parties asserted in
26 the Complaint filed in the Action, or any and all claims that may be asserted against the Released
27 Parties based on the factual allegations in the Complaint filed on August 21, 2020, as follows:
28 For the duration of the Class Period, the release includes: (a) all claims for failure to pay overtime

1 wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide
2 compliant meal and rest periods and associated premium pay; (d) all claims for the failure to
3 timely pay wages upon termination or resignation; (f) all claims for non-compliant wage
4 statements; (g) all claims for failure to reimburse costs as required under Labor Code § 2802; (h)
5 all claims for failure to pay wages timely in violation of Labor Code § 204, and (i) all claims
6 asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor
7 Code violations referenced in the Complaint (the “Class Released Claims”). For Aggrieved
8 Employees, the release includes, for the duration of the PAGA Period, all claims released during
9 the Class Period, as well as all asserted PAGA claims for penalties arising out of Labor Code
10 Sections 210, 226.3, 558, 1197.1 and 2699 based on the factual allegations and Labor Code
11 sections alleged to have been violated in the Complaint filed on August 21, 2020, which include,
12 without limitation, alleged violations of Labor Code sections 204, 246, 432, 1174, 1198.5, and
13 2810.5 (the “PAGA Released Claims”).

14 **B. General Release.**

15 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
16 of Judgment, and payment by Defendant to the Third-Party Administrator selected of the full
17 Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in
18 addition to the Released Claims, Plaintiff makes the additional following General Release:
19 Plaintiff releases the Released Parties from of all claims, demands, rights, liabilities and causes
20 of action of every nature and description whatsoever, known or unknown, asserted or that might
21 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
22 law or regulation arising out of, relating to, or in connection with any act or omission of the
23 Released Parties through the date of full execution of this Agreement in connection with
24 Plaintiff’s employment or the resignation thereof, except for any and all claims in connection
25 with Plaintiff’s workers’ compensation matter against Defendant. With respect to the General
26 Release, except for any and all claims in connection with Plaintiff’s workers’ compensation
27 matter against Defendant, Plaintiff stipulates and agrees that, through the Final Approval Date,
28 Plaintiff shall be deemed to have, and by operation of the Final Judgment shall have, expressly

1 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits
2 of Section 1542 of the California Civil Code, or any other similar provision under federal or state
3 law, which provides:

4 A general release does not extend to claims which the creditor
5 does not know or suspect to exist in his or her favor at the time of
6 executing the release, which if known by him or her must have
7 materially affected his or her settlement with the debtor or
8 released party.

8 **8. SETTLEMENT ADMINISTRATOR**

9 A. Plaintiff and Defendant, through their respective counsel, have selected Phoenix
10 Settlement Administrators to administer the Settlement, which includes but is not limited to
11 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
12 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and
13 expenses of the Settlement Administrator, currently estimated to be \$7,750, will be paid from the
14 Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less
15 than \$7,750, the difference between \$7,750 and the actual Settlement Administration Costs shall
16 be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,750,
17 then such excess will be paid solely from the Gross Settlement Amount and Defendant will not
18 be responsible for paying any additional funds in order to pay these additional costs.

19 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
20 **PROCESS**

21 A. **Notice to the Settlement Class Members.**

22 (1) Within ten (10) calendar days after the Preliminary Approval Date,
23 Defendant's Counsel shall provide the Settlement Administrator with information with respect
24 to each Settlement Class Member, including his or her: (1) name, last known address(es) and last
25 known telephone number(s) currently in Defendant's possession, custody, or control; (2) Social
26 Security Number(s) in Defendant's possession, custody, or control; (3) Class Workweeks and
27 workweeks during the PAGA period and 43) the hire dates and termination or resignation dates
28 (if applicable) for each Settlement Class Member ("Class List"). The Settlement Administrator

1 shall perform an address search using the United States Postal Service National Change of
2 Address (“NCOA”) database and update the addresses contained on the Class List with the
3 newly-found addresses, if any. Within seven (7) calendar days of receiving the Class List from
4 Defendant, the Settlement Administrator shall mail the Class Notice in English and Spanish to
5 the Settlement Class Members via first-class regular U.S. Mail using the most current mailing
6 address information available. The Settlement Administrator shall maintain a list with names
7 and all addresses to which notice was given, and digital copies of all the Settlement
8 Administrator’s records evidencing the giving of notice to any Settlement Class Member, for at
9 least four (4) years from the Final Approval Date.

10 (2) The Class Notice will set forth:

- 11 (a) A statement that this is a settlement of a contested
12 action and that by the Settlement Defendant is not
13 admitting liability;
- 14 (b) the Settlement Class Member’s estimated Individual
15 Settlement Payment and Individual PAGA Payment,
16 and the basis for each, including the verified number of
17 workweeks;
- 18 (c) the information required by California Rule of Court,
19 rule 3.766, subdivision (d);
- 20 (d) the material terms of the Settlement;
- 21 (e) the proposed Settlement Administration Costs;
- 22 (f) the definition of the Settlement Class;
- 23 (g) a statement that the Court has preliminarily approved
24 the Settlement;
- 25 (h) how the Settlement Class Member can obtain
26 additional information, including contact information
27 for Class Counsel;
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- (i) information regarding opt-out and objection procedures;
- (j) the date and location of the Final Approval Hearing; and
- (k) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks as set forth on his or her Class Notice (“Workweek Dispute”). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto. Class Members who are re-mailed a Class Notice shall have fifteen (15) days from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion, objection or to dispute their attributed workweek count in the Class Period and/or PAGA Period.

1 (4) No later than seven (7) calendar days from the Response Deadline, the
2 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
3 completion of the notice process, including the number of attempts to obtain valid mailing
4 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
5 and copies of all Requests for Exclusion and objections/comments received by the Settlement
6 Administrator.

7 **B. Objections.**

8 Only Participating Class Members may object or comment regarding the Settlement. In
9 order for any Settlement Class Member to object to this Settlement, or any term of it, he or she
10 should do so by mailing a written objection to the Settlement Administrator at the address or
11 phone number provided on the Class Notice no later than the Response Deadline. The Settlement
12 Administrator shall email a copy of the objection forthwith to Class Counsel and Defendant's
13 counsel and attach each objection, if any, to the declaration that Class Counsel files with the
14 Court in support of the Motion for Final Approval. The objection should set forth in writing: (1)
15 the objector's name and address, and (2) the reason(s) for the objection, along with whatever
16 legal authority, if any, the objector asserts supports the objection. If a Settlement Class Member
17 objects to this Settlement, the Settlement Class Member will remain a member of the Settlement
18 Class and if the Court approves this Agreement, the Settlement Class Member will be bound by
19 the terms of the Settlement in the same way and to the same extent as a Settlement Class Member
20 who does not object. The date of mailing of the Class Notice to the objecting Settlement Class
21 Member shall be conclusively determined according to the records of the Settlement
22 Administrator. Settlement Class Members do not need to object in writing to be heard at, or
23 object to the Settlement, at the Final Approval Hearing.

24 **C. Requesting Exclusion.**

25 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
26 Settlement by mailing a written request to be excluded from the Settlement ("Request for
27 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
28 To be valid, a Request for Exclusion must include the Class Member's name, social security

1 number and signature and the following statement or something to its effect: “Please exclude me
2 from the Settlement Class in the *Simon Dethrasavong v. ASI Computer Technologies, Inc.*
3 matter” or a statement of similar meaning. The Settlement Administrator shall immediately
4 provide copies of all Requests for Exclusion to Class Counsel and Defendant’s Counsel and shall
5 report the Requests for Exclusions that it receives, to the Court, in its declaration to be provided
6 in advance of the Final Approval Hearing. Any Settlement Class Member who requests
7 exclusion using this procedure will not be entitled to receive any payment from the Settlement
8 and will not be bound by the Settlement Agreement or have any right to object to, appeal, or
9 comment on the Settlement. Any Settlement Class Member who does not opt out of the
10 Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of
11 the Settlement, including those pertaining to the Released Claims, as well as any Judgment that
12 may be entered by the Court if Final Approval of the Settlement is granted. A Class Member
13 cannot both opt out and object to the Settlement. In the event that a Class Member tries to both
14 opt out and object to the Settlement, the opt-out will control and the objection will be void.

15 **D. Disputes Regarding Settlement Class Members’ Workweek Data.**

16 Each Settlement Class Member may dispute the number of Workweeks attributed to him
17 or her on his or her Class Notice (“Workweek Dispute”). Any such disputes must be mailed to
18 the Settlement Administrator by the Settlement Class Member, postmarked on or before the
19 Response Deadline. The Settlement Administrator shall immediately provide copies of all
20 disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all
21 such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant
22 and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the
23 dispute.

24 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
25 **PAYMENTS TO PARTICIPATING CLASS MEMBERS**

26 Individual Settlement Payments will be calculated and distributed to Participating Class
27 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
28 Members’ respective number of Workweeks during the Class Period. Individual PAGA

1 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
2 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
3 number of Workweeks during the PAGA Period. Specific calculations of the Individual
4 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
5 follows:

6 **A.** The Settlement Administrator will confirm the total number of Workweeks
7 worked by each Settlement Class Member during the Class Period as provided by Defendant
8 ("Class Member's Workweeks"), and will determine the aggregate number of Workweeks
9 worked by all Settlement Class Members during the Class Period ("Class Workweeks").
10 Additionally, the Settlement Administrator will confirm the total number of Workweeks
11 worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's
12 Workweeks") as provided by Defendant, and will confirm the aggregate number of Workweeks
13 worked by all Aggrieved Employees during the PAGA Period ("PAGA Workweeks").

14 **B.** To determine each Settlement Class Member's Individual Settlement Share, the
15 Settlement Administrator will use the following formula: Individual Settlement Share =
16 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

17 **C.** To determine each Participating Class Member's Individual Settlement Share,
18 the Settlement Administrator will determine the aggregate number of Workweeks worked by
19 all Participating Class Members during the Class Period ("Participating Class Workweeks")
20 and use the following formula: Individual Settlement Share = (Participating Class Member's
21 Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

22 **D.** The net amount of the Individual Settlement Share is to be paid out to
23 Participating Class Members by way of check and is referred to as "Individual Settlement
24 Payment(s)".

25 **E.** To determine each Aggrieved Employee's Individual PAGA Payment, the
26 Settlement Administrator will use the following formula: Aggrieved Employee's Individual
27 PAGA Payment = (Aggrieved Employee's Workweeks ÷ PAGA Workweeks) x \$12,500.00
28 (the PAGA Payment). This amount is to be paid out to Aggrieved Employees by way of check.

1 The Settlement payment for a Participating Class Member who is also an Aggrieved Employee
2 will therefore include the Participating Class Member’s Individual Settlement Share and
3 Individual PAGA Payment. A Settlement Class Member who is also an Aggrieved Employee
4 who submits a valid Request for Exclusion will nevertheless be bound by the release of the
5 PAGA Released Claims and will still receive their Individual PAGA Payment.

6 **11. DISTRIBUTION OF PAYMENTS**

7 **A. Distribution of Individual Settlement Payments.**

8 Participating Class Members will receive an Individual Settlement Payment and
9 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
10 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
11 hundred and eighty (180) calendar days after the date of their issuance. If any checks are not
12 redeemed or deposited within ninety (90) calendar days after mailing, the Settlement
13 Administrator will send a reminder postcard indicating that unless the check is redeemed or
14 deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and
15 offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not
16 deposited by the expiration of the 90-day period after mailing the reminder notice, the
17 Settlement Administrator will, within one hundred eighty (180) calendar days after the checks
18 are mailed, pay the amount of the Individual Settlement Share to the California State
19 Controller's Office in accordance with California Unclaimed Property Law so that the
20 Participating Class Member will have his or her Individual Settlement Share available to him
21 or her per the applicable claim procedure to request that money from the State of California.
22 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds and
23 the California Code of Civil Procedure section 384 shall not apply.

24 **B. Funding of Settlement.**

25 Defendant shall, within ten (10) days after the Final Order and Judgment following a
26 Final Fairness and Approval hearing, make payment of \$1,036,950 to the Settlement
27 Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-
28 bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for

1 distribution in accordance with this Agreement and the Court's Orders and subject to the
2 conditions described herein. Provided that the Court has entered a Final Order and Judgment
3 following a Final Fairness and Approval hearing, Defendant shall, within seven (7) calendar days
4 of the Settlement Administrator notifying Defendant of the amount of Defendant's share of taxes
5 owed on the wages portion of the settlement ("Employers' Taxes"), make payment of said
6 Employers' Taxes to the Settlement Administrator for deposit into an interest-bearing QSA with
7 an FDIC insured banking institution, for distribution in accordance with this Agreement and the
8 Court's Orders subject to the conditions described herein.

9 Payments from the QSA shall be made for (1) the Service Award to Plaintiff as specified
10 in this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid
11 to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
12 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA
13 Payment, as specified in this Agreement; and (5) Individual PAGA Payments from the \$12,500
14 PAGA Payment in accordance with Paragraph 10 of this Agreement. The balance remaining
15 shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be
16 made to Participating Class Members, less applicable taxes and withholdings. All interest
17 accrued shall be for the benefit of the Class Members and distributed in a pro-rata basis.

18 **C. Time for Distribution.**

19 Within seven (7) calendar days after payment of the full Gross Settlement Amount by
20 Defendant, as well as Employer Taxes, or as soon thereafter as practicable, the Settlement
21 Administrator shall distribute all payments due under the Settlement, including the Individual
22 Settlement Payments to Participating Class Members and Individual PAGA Payments to
23 Aggrieved Employees, as well as the Court-approved payments for the Service Award to
24 Plaintiff, attorneys' fees and litigation costs and expenses to Class Counsel, Administration Costs
25 to the Settlement Administrator, and the LWDA Payment to the LWDA.

26 **11. ATTORNEYS' FEES AND LITIGATION COSTS**

27 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'
28 fees of up to 35% of the Gross Settlement Amount, or, unless escalated pursuant to Paragraph 16

1 of this Agreement, Three Hundred Sixty-Two Thousand Nine Hundred Thirty-Two Dollars and
2 Fifty Cents (\$362,932.50). Class Counsel shall further apply for, and Defendant shall not oppose,
3 an application or motion by Class Counsel for reimbursement of actual costs associated with
4 Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up
5 to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of attorneys' fees and
6 costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and
7 costs necessary to prosecute, settle, and obtain Final Approval of the settlement in the Class and
8 PAGA Action. The "future" aspect of the amounts stated herein includes, without limitation, all
9 time and expenses expended by Class Counsel (including any appeals therein). There will be no
10 additional charge of any kind to either the Settlement Class Members or request for additional
11 consideration from Defendant for such work unless, in the event of a material breach of this
12 Agreement by Defendants, Plaintiff is required to move the Court for enforcement of this
13 Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
14 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
15 be a part of the Net Settlement Amount.

16 **12. SERVICE AWARD TO PLAINTIFF**

17 Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an
18 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for
19 participation in and assistance with the Class Action. Any Service Award awarded to Plaintiff
20 shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If
21 the Court approves the Service Award to Plaintiff in less than the amounts sought herein, then
22 the unapproved portion(s) shall be a part of the Net Settlement Amount.

23 **13. TAXATION AND ALLOCATION**

24 **A.** Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
25 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
26 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
27 agree that the employees' share of taxes and withholdings with respect to the wage-portion of the
28 Individual Settlement Share will be withheld from the Individual Settlement Share in order to

1 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
2 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
3 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
4 be made pursuant to applicable state and/or local withholding codes or regulations.

5 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement
6 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
7 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
8 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
9 set forth in this Section may be modified in a manner to bring Defendant into compliance with
10 any such changes.

11 **C.** All Employer Taxes shall be paid by Defendant separate, apart and above from
12 the Gross Settlement Amount. Defendant shall remain liable to pay the employer’s share of
13 payroll taxes as described above.

14 **D.** Neither Counsel for Plaintiff nor Defendant intend anything contained in this
15 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
16 be relied upon as such within the meaning of United States Treasury Department Circular 230
17 (31 C.F.R. Part 10, as amended) or otherwise.

18 **14. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION**

19 The Parties agree to allocate Fifty Thousand Dollars and Zero Cents (\$50,000) of the
20 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
21 (75%) of the amount allocated toward PAGA (\$37,500.00) will be paid to the LWDA (*i.e.*, the
22 LWDA Payment), and twenty-five percent (25%) (\$12,500.00) will be distributed to Aggrieved
23 Employees (*i.e.*, the PAGA Payment) on a *pro rata* basis, based upon their respective
24 Workweeks.

25 **15. COURT APPROVAL**

26 This Agreement is contingent upon an order by the Court granting Final Approval of the
27 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
28 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties

1 shall be restored to their respective positions in the Class and PAGA Action prior to entry of this
2 Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is
3 reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except
4 to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying
5 approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically
6 stated to survive the Settlement Agreement being voided or not approved, and which control in
7 such an event.

8 **16. INCREASE IN WEEKLY PAY PERIODS**

9 Defendant represents that there are no more than 20,739 Workweeks worked by the
10 Settlement Class during the period from August 21, 2016 through October 29, 2021. In the
11 event the total number of Workweeks for the Class Period is 10% more than 20,739 Workweeks
12 for the Class Period, then the Gross Settlement Amount shall be increased proportionally by
13 the Workweeks in excess of 22,812 workweeks multiplied by the Workweek Value. The
14 Workweek Value shall be calculated by dividing the Gross Settlement Amount (\$1,036,950.00)
15 by 20,739, which amounts to a Workweek Value of \$50.00. Thus, for example, should there
16 be 23,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased
17 by \$9,350.00. (23,000 Workweeks – 22,812 Workweeks = 187 Workweeks x \$50.00 per
18 Workweek.)

19 **17. NOTICE OF JUDGMENT**

20 In addition to any duties set out herein, the Settlement Administrator shall provide
21 notice of the Final Judgment entered in the Action by posting the same on its website for a
22 period of no less than four (4) year.

23 **18. MISCELLANEOUS PROVISIONS**

24 **A. Interpretation of the Agreement.**

25 This Agreement constitutes the entire agreement between Plaintiff and Defendant with
26 respect to its subject matter. Except as expressly provided herein, this Agreement has not been
27 executed in reliance upon any other written or oral representations or terms, and no such extrinsic
28 oral or written representations or terms shall modify, vary or contradict its terms. In entering

1 into this Agreement, the Parties agree that this Agreement is to be construed according to its
2 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be
3 interpreted and enforced under the laws of the State of California, both in its procedural and
4 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or
5 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively
6 in the Superior Court of the State of California for the County of Los Angeles, and Plaintiff and
7 Defendant hereby consent to the personal jurisdiction of the Court in the Action over it solely in
8 connection therewith. The foregoing is only limited to disputes concerning this Agreement.
9 Plaintiff Simon Dethrasavong, on behalf of himself and on behalf of the Settlement Class, and
10 Defendant participated in the negotiation and drafting of this Agreement and had available to
11 them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant
12 may claim that any ambiguity in this Agreement should be construed against the other. The
13 Agreement may be modified only by a writing signed by counsel for the Parties and approved by
14 the Court.

15 **B. Further Cooperation.**

16 Plaintiff, Defendant, and their respective attorneys shall proceed diligently to prepare and
17 execute all documents, to seek the necessary approvals from the Court, and to do all things
18 reasonably necessary to consummate the Settlement as expeditiously as possible.

19 **C. Counterparts.**

20 The Agreement may be executed in one or more actual or non-original counterparts, all
21 of which will be considered one and the same instrument and all of which will be considered
22 duplicate originals.

23 **D. Authority.**

24 Each individual signing below warrants that he or she has the authority to execute this
25 Agreement on behalf of the party for whom or which that individual signs.

26 **E. No Third-Party Beneficiaries.**

27 Plaintiff, Participating Class Members, Class Counsel, and Defendant are direct
28 beneficiaries of this Agreement, but there are no third-party beneficiaries.

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F. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

G. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: _____, 2021

SIMON DETHRASAVONG
Plaintiff and Class Representative

Dated: _____, 2021

ASI COMPUTER TECHNOLOGIES, INC.
Defendant
By:
Its:

AGREED AS TO FORM:

Dated: _____, 2021

JASMIN K. GILL
Counsel for Plaintiff Simon Dethrasavong

Dated: _____, 2021

DAVID D. BIBIYAN
Counsel for Plaintiff Simon Dethrasavong

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F. Deadlines Falling on Weekends or Holidays.

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G. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: January 13th, 2022

Simon Dethrasavong

SIMON DETHRASAVONG
Plaintiff and Class Representative

Dated: January 12, 2022

Crystal Yuan

ASI COMPUTER TECHNOLOGIES, INC.
Defendant
By: Crystal Yuan
Its: Sr. vice Present, HR & Administration

AGREED AS TO FORM:

Dated: January 13, 2022

Jasmin K. Gill

JASMIN K. GILL
Counsel for Plaintiff Simon Dethrasavong


Dated: January 13, 2022

David D. Bibiyan

DAVID D. BIBIYAN
Counsel for Plaintiff Simon Dethrasavong

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Dated: January 12 _____, 2022



JASON BARSANTI
BRETT GREVING
DI ADDY TANG
**Counsel for Defendant ASI Computer
Technologies, Inc.**

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE
FOR FINAL APPROVAL**

Simon Dethrasavong v. ASI Computer Technologies, Inc.

(County of Los Angeles, California Superior Court Case No. 20STCV32312)

As a current or former hourly-paid, non-exempt California employee for ASI Computer Technologies, Inc., you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because ASI Computer Technologies, Inc.’s (“Defendant”) records show you are a “Class Member,” and therefore entitled to a payment from this class action Settlement. Class Members are all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees in the State of California, including employees who were allegedly misclassified by Defendant as “exempt” employees, any time from August 21, 2016 through January 1, 2022.

- The settlement resolves a class action lawsuit, *Simon Dethrasavong v. ASI Computer Technologies, Inc.* (the “Lawsuit”), which alleges Defendant: (1) failed to pay Class Members overtime wages, (2) failed to pay Class Members minimum wages, (3) failed to provide Class Members legally-compliant meal and rest breaks under California law, (4) failed to provide Class Members with legally compliant wage statements, (5) failed to timely pay wages upon termination or resignation, (6) failed to reimburse employees for business expenses, (7) failed to timely pay wages in violation of Labor Code § 204; and (8) engaged in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiff also seek penalties under the California Labor Code Private Attorney Generals Act (“PAGA”) pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699.
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit. If you worked during the PAGA Period of June 9, 2019 through and including January 1, 2022, you will still receive an individual settlement share for the PAGA claim and will be deemed to have released the PAGA Released Claims, which are defined below.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Class Action Settlement Administrators, about why you object to the settlement and they will forward your concerns to counsel which

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

	will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for [DATE AND TIME] in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012.
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The Final Fairness and Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED].m. on [REDACTED], in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 North Spring Street, Department 14, Los Angeles, California 90012. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant as a non-exempt hourly, hourly paid employee, or allegedly misclassified “exempt” employee, in the State of California any time from August 21, 2016 through January 1, 2022. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Simon Dethrasavong was a non-exempt employee for Defendant in California. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendant’s alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide legally-compliant meal and rest breaks under California law, failure to provide compliant wage statements, failure to timely pay wages upon termination or resignation, failure to reimburse employees for business expenses, failure to timely pay wages in violation of Labor Code § 204, and engagement in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiff also seeks to recover penalties under the California Labor Code Private Attorney Generals Act pursuant to Labor Code sections 210, 226.3, 558, 1197.1, and 2699.

Defendant denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this Class Action Settlement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and the Class Members for the Gross Settlement Amount of \$1,036,950.00. The Gross Settlement includes: (1) Administration Costs up to \$7,750; (2) a service payment of up to \$7,500.00 to Plaintiff for his time and effort in pursuing this case and in exchange for a broader release of claims against Defendant; (3) up to 35% in attorneys’ fees which, unless the

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

Gross Settlement Amount is escalated pursuant to the Agreement, amounts to \$362,932.50 in attorneys' fees; (4) actual litigation costs up to \$25,000 to Class Counsel; and (5) payment allocated to PAGA penalties in the amount of \$50,000.00, \$37,500 of which will be payable to the Labor and Workforce Development Agency ("LWDA") and \$12,500 which will be payable to Aggrieved Employees, or Class Members employed by Defendant during the PAGA Period. After deducting these sums, a total of approximately \$583,767.50 will be available for distribution to Class Members ("Net Settlement Amount"), and an additional \$12,500 to Aggrieved Employees. In addition to the Gross Settlement, Defendant will separately pay all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

Distribution to Class Members and Aggrieved Employees

Class Members who do not opt out will receive a *pro rata* payment based on the number of verified actual weeks worked by Class Members for Defendant during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period will receive a pro rata share of the \$12,500 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by the Class Member during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] as a non-exempt employee in California during the "Class Period and [Eligible Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment for PAGA civil penalties would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099; 20% of each Settlement Payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Settlement Check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Settlement payment checks must be cashed soon after receipt. The Settlement checks will be able to be cashed for 180 days after they are issued. After expiration of the 180-day period, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the California State Controller, to be held for you and other Class Members as settlement funds belonging to you and/or any Class Member who did not cash his or her Settlement check(s).

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

Class Members who do not submit a valid and timely opt out (pursuant to Section 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement, entry of judgment, and payment by Defendant to the Settlement Administrator.

“Released Claims” means: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal and rest periods and associated premium pay; (d) all claims for the failure to timely pay wages upon termination or resignation; (f) all claims for non-compliant wage statements; (g) all claims for failure to reimburse costs as required under Labor Code § 2802; (h) all claims for failure to pay wages timely in violation of Labor Code § 204, and (i) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the Complaint (the “Class Released Claims”). For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims released during the Class Period, as well as all asserted PAGA claims for penalties arising out of Labor Code Sections 210, 226.3, 558, 1197.1 and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the Complaint filed on August 21, 2020, which include, without limitation, alleged violations of Labor Code sections 204, 246, 432, 1174, 1198.5, and 2810.5 (the “PAGA Released Claims”).

“Class Period” means the period from August 21, 2016 through January 1, 2022.

“PAGA Period” means the period from June 9, 2019 through January 1, 2022.

“Released Parties” shall mean Defendant and each of its past, present, and future respective subsidiaries, dba’s, affiliates, parents, divisions, related entities, joint venturers, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors, assigns and predecessors in interest, including all of their officers, directors, shareholders, members, partners, owners, co-employers, employees, agents, principals, heirs, spouses, associates, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, your Social Security Number, and the following statement or something to its effect: “Please exclude me from the Settlement Class in the *Dethrasavong v. ASI Computer Technologies, Inc.* matter”. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of the PAGA Released Claims. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, you will still receive an individual settlement share for the PAGA Released Claims and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right to individually pursue only the remaining Class Released Claims.

[Settlement Administrator]

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than [RESPONSE DEADLINE]. If you exclude yourself from the Settlement then you will get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement you may file an objection in writing stating why you object to the Settlement. Your objection must provide your full name, address, your reasons why you think the Court should not approve the Settlement, along with any legal authority, if any, you assert supports your objection, and your signature. Your objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [REDACTED] at [REDACTED].m. in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 North Spring Street, Department 14, Los Angeles, California 90012, and discuss your objections with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit [www.\[REDACTED\].com](http://www.[REDACTED].com), call the Settlement Administrator at [PHONE NUMBER] or Class Counsel:

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You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of Los Angeles County Superior Court, located at [ADDRESS], during regular business hours of each court day.

Questions? Contact the Settlement Claims Administrator toll free at [PHONE NUMBER]

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

Questions? Contact the Settlement Claims Administrator toll free at **[PHONE NUMBER]**