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6 Attorneys for Plaintiff, SIMON DETHRASAVONG, on behalf of himself and all others  
7 similarly situated or aggrieved,

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

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

13 Plaintiffs,

14 v.

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

17 Defendants.

CASE NO.: 20STCV32312

[Assigned for all purposes to the Hon. Kenneth  
R. Freeman, Dept. SS-14]

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
AND REPRESENTATIVE ACTION  
SETTLEMENT AND PROVISIONAL  
CLASS CERTIFICATION FOR  
SETTLEMENT PURPOSES ONLY**

**[Lodged concurrently with Motion for  
Preliminary Approval]**

**HEARING INFORMATION:**

DATE: ~~November 8, 2022~~  ~~DEGG~~  
TIME: 10:00 a.m.  
DEPT: SS-14

1 This Court, having considered the Motion of plaintiff Simon Dethrasavong (“Plaintiff” or  
2 “Mr. Dethrasavong”) for Preliminary Approval of Class and Representative Action Settlement and  
3 Provisional Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”),  
4 the Declarations of David D. Bibiyan and Jasmin K. Gill, the Joint Stipulation Re: Class Action and  
5 Representative Action Settlement (the “Settlement Agreement”), the Notice of Proposed Class  
6 Action Settlement (“Class Notice”), and other documents submitted in support of the Motion for  
7 Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

8 1. The definitions set out in the Settlement Agreement are incorporated by reference  
9 into this Order; all terms defined therein shall have the same meaning in this Order.

10 2. The Court certifies the following settlement class for the purpose of settlement only:  
11 all current and former non-exempt, hourly-paid employees who worked at any time for ASI  
12 Computer Technologies, Inc. (“ASI”) from August 21, 2016 through January 1, 2022 (“Class  
13 Period”) in California, including thirty-two (32) employees who were allegedly misclassified by  
14 Defendant as “exempt” employees (“Class Members”).

15 3. The Court preliminarily appoints named plaintiff Mr. Dethrasavong as a Class  
16 Representative, and David D. Bibiyan of Bibiyan Law Group, P.C. as well as Jasmin K. Gill of J.  
17 Gill Law Group, P.C. as Class Counsel.

18 4. The Court preliminarily approves the proposed class settlement upon the terms and  
19 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the  
20 settlement appears to be within the range of reasonableness of settlement that could ultimately be  
21 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement  
22 amount is fair, adequate and reasonable as to all potential Class Members when balanced against  
23 the probable outcome of further litigation relating to liability and damages issues. It further appears  
24 that extensive and costly investigation and research has been conducted such that counsel for the  
25 parties at this time are reasonably able to evaluate their respective positions. It further appears to  
26 the Court that the settlement at this time will avoid substantial additional costs by all parties, as well  
27 as the delay and risks that would be presented by the further prosecution of the Action. It further  
28 appears that the settlement has been reached as the result of intensive, non-collusive, arms-length

1 negotiations utilizing an experienced neutral third party.

2           5.       The Court approves, as to form and content, the Class Notice that has been submitted  
3 herewith.

4           6.       The Court directs the mailing of the Class Notice by first-class regular U.S. Mail to  
5 Class Members in accordance with the procedures set forth in the Settlement Agreement. The Court  
6 finds that the dissemination of the Class Notice set forth in the Settlement Agreement complies with  
7 the requirements of law, and appears to be the best notice practicable under the circumstances.

8           7.       The Court hereby preliminarily approves the definition and disposition of the Gross  
9 Settlement Amount of \$1,036,950.00, which is inclusive of attorneys' fees up to 35% the Gross  
10 Settlement Amount (or \$362,932.50 if the Gross Settlement Amount is not escalated pursuant to  
11 Paragraph 8 below), in addition to actual costs not to exceed \$25,000; an enhancement award of  
12 \$7,500.00 for Plaintiff; costs of settlement administration of no more than \$7,750; and PAGA  
13 penalties in the amount of \$50,000.00, of which \$37,500 (75%) will be paid to the LWDA and  
14 \$12,500.00 (25%) will be paid to Aggrieved Employees. The Gross Settlement Amount expressly  
15 excludes Employer Taxes, which will be paid separately and apart by Defendant on the wages  
16 portion of the Settlement Amount.

17           8.       Defendant represents that there are no more than 20,739 Workweeks worked by  
18 Class Members between August 21, 2016 through October 29, 2021. In the event the number of  
19 Workweeks in the Class Period is 10% more than 20,739 Workweeks for the Class Period, then the  
20 Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 22,812  
21 workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by  
22 dividing the current Gross Settlement Amount (\$1,036,950.00) by 20,739, which amounts to a  
23 Workweek Value of \$50.00. Thus, for example, should there be 23,000 Workweeks in the Class  
24 Period, then the Gross Settlement Amount shall be increased by \$9,350.00. (23,000 Workweeks –  
25 22,812 Workweeks = 187 Workweeks x \$50.00 per Workweek.)

26           9.       The Court appoints Phoenix Settlement Administrators ("Phoenix") as the  
27 Settlement Administrator, and approves payment of administrative costs, not to exceed \$7,750.00,  
28 out of the Gross Settlement Amount for services to be rendered by Phoenix on behalf of the class.

1           10. The Court directs Defendant to, within ten (10) calendar days of the date of this  
2 Order, provide the Settlement Administrator with the “Class List” for Settlement Class Members  
3 providing the following information for each Settlement Class Member: (1) name, last known  
4 address(es) and last known telephone number(s) currently in Defendant’s possession, custody, or  
5 control; (2) Social Security Number(s) in Defendant’s possession, custody, or control; (3) the  
6 number of Class Workweeks and Workweeks during the PAGA Period; and (4) the hire dates and  
7 termination or resignation dates (if applicable) for each Settlement Class Member, which shall be  
8 made available to Class Counsel upon request. The Settlement Administrator shall perform an  
9 address search using the United States Postal Service National Change of Address (“NCOA”)  
10 database and update the addresses contained on the Class List with the newly-found addresses, if  
11 any.

12           11. Within seven (7) calendar days of receiving the Class List from Defendant, the  
13 Settlement Administrator shall mail the Class Notice in English and Spanish to the Class Members  
14 via first-class regular U.S. Mail using the most current mailing address information available. The  
15 Settlement Administrator shall maintain a Class List with continuously updated contact information  
16 for the Class Members and maintain a list with names and all addresses to which notice was given,  
17 and digital copies of all the Settlement Administrator’s records evidencing the giving of notice to  
18 any Settlement Class Member, for at least four (4) years from the Effective Final Approval Date.

19           12. If a Class Notice from the initial notice mailing is returned as undeliverable, the  
20 Settlement Administrator will attempt to obtain a current address for the Settlement Class Member  
21 to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the  
22 returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and  
23 (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new  
24 address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any  
25 Class Notices that are returned to the Settlement Administrator with a forwarding address before the  
26 Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto. Class  
27 Members who are re-mailed a Class Notice shall have an additional fifteen (15) calendar days from  
28 the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later, in

1 which to postmark a Request for Exclusion, written objection or to dispute their attributed workweek  
2 count in the Class Period and/or PAGA Period.

3           13. The deadline for filing objections to any of the terms of the settlement shall be forty-  
4 five (45) days from the date of mailing of the Class Notice (as the same may be extended in the  
5 event of the remailing of a Class Notice). Any Class Member who wishes to object to the settlement  
6 must mail a written objection to the Settlement Administrator, who will email a copy of the objection  
7 forthwith to Class Counsel and Defendant’s counsel and attach each objection, if any, to the  
8 declaration that Class Counsel files with the Court in support of the Motion for Final Approval.  
9 The objection should set forth in writing: (1) the objector’s name and address, and (2) the reason(s)  
10 for the objection, along with whatever legal authority, if any, the objector asserts supports the  
11 objection. Any Class Member who fails to make his or her objection in the manner provided for in  
12 this Order may still be heard at the Final Approval Hearing.

13           14. Any Class Member may request exclusion from (*i.e.*, “opt out” of) the Settlement by  
14 mailing a written request to be excluded from the Settlement (“Request for Exclusion”) to the  
15 Settlement Administrator, postmarked on or before the Response Deadline. To be valid, a Request  
16 for Exclusion must include the Class Member’s name, social security number and signature and the  
17 following statement or something to its effect: “Please exclude me from the Settlement Class in the  
18 *Simon Dethrasavong v. ASI Computer Technologies, Inc.* matter” or a statement of similar meaning.  
19 The Settlement Administrator shall immediately provide copies of all Requests for Exclusion to  
20 Class Counsel and Defendant’s Counsel and shall report the Requests for Exclusions that it receives,  
21 to the Court, in its declaration to be provided in advance of the Final Approval Hearing. Any  
22 Settlement Class Member who requests exclusion using this procedure will not be entitled to receive  
23 any payment from the Settlement and will not be bound by the Settlement Agreement or have any  
24 right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who does  
25 not opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound  
26 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any  
27 Judgment that may be entered by the Court if Final Approval of the Settlement is granted.

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1           15.    If a Class Member objects to the Settlement, the Class Member will remain a member  
2 of the Settlement Class and, if the Court approves the Settlement, the Class Member will be bound  
3 by the terms of the Settlement in the same way and to the same extent as a Class Member who does  
4 not object. A Class Member cannot both opt out and object to the Settlement. If a Class Member  
5 both objects and opts out of the Settlement, the objection will be overruled and the opt-out will  
6 control. Class Members who worked during the PAGA Period that submit a valid Request for  
7 Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA  
8 Payment, and will be bound by the release encompassed in the PAGA Released Claims as defined  
9 in the Settlement Agreement.

10           16.    No later than seven (7) calendar days from the Response Deadline, the Settlement  
11 Administrator shall prepare and submit to Class Counsel and Defendant’s Counsel a declaration  
12 attesting to the completion of the notice process as set forth in the Settlement Agreement, including  
13 an explanation of the number of attempts to obtain valid mailing addresses for, and re-sending of,  
14 any returned Class Notices, as well as the identities, number of, and copies of all Requests for  
15 Exclusion and objections and comments received by the Settlement Administrator.

16           17.    Participating Class Members will receive an Individual Settlement Payment and  
17 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment  
18 and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty  
19 (180) calendar days after the date of their issuance. If any checks are not redeemed or deposited  
20 within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder  
21 postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar  
22 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or  
23 misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period  
24 after mailing the reminder notice, the Settlement Administrator will, within one hundred eighty  
25 (180) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share  
26 to the California State Controller’s Office in accordance with California Unclaimed Property Law  
27 so that the Participating Class Member will have his or her Individual Settlement Share available to  
28 him or her per the applicable claim procedure to request that money from the State of California.

1 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds and the  
2 California Code of Civil Procedure section 384 shall not apply.

3 18. All papers filed in support of final approval, including supporting documents for  
4 attorneys' fees and costs, shall be filed by **October 7, 2022**.

5 19. A final approval hearing shall be held with the Court on **November 8, 2022 at 10:00**  
6 **a.m.** in Department SS-14, (Spring Street Courthouse) of the above-entitled Court to determine: (1)  
7 whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by  
8 the Court; (2) the amount of attorneys' fees and costs to award Class Counsel; (3) the amount of  
9 incentive award to the Class Representative; (4) the amount to be paid to the Settlement  
10 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA.

11 20. Except as set forth in the Settlement Agreement, in the event the settlement does not  
12 become effective in accordance with the terms of the Settlement, or the settlement is not finally  
13 approved, or is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have  
14 waived, limited or affected in any way any claims, rights or remedies, or defenses in the Action or  
15 the PAGA Notice, Defendant will not be deemed to have waived, limited, or affected in any way  
16 any of its objections or defenses in the Action and the PAGA Notice, and the parties shall revert to  
17 their respective positions in this Action prior to the entry of the Settlement Agreement.

18  
19 **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "Kenneth R. Freeman".

20 Dated: \_\_\_\_\_ ~~R } ^ / G J~~ \_\_\_\_\_, 2022

Kenneth R. Freeman / Judge  
Judge of the Superior Court

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 515 South Flower Street, Suite 1800, Los Angeles, California 90071.

On June 20, 2022, I caused a true and correct copy of the following document(s) described as **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY** to be served by electronic transmission through Case Anywhere at [www.caseanywhere.com](http://www.caseanywhere.com) addressed to all parties appearing on the electronic service list for the above-entitled case as follows:

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**Co-Counsel for Plaintiff Simon Dethrasavong**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 20, 2022 at Los Angeles, California.

/s/ Adriana Gonzalez  
Adriana Gonzalez