

12/06/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: B. Guerrero Deputy

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7 Attorneys for Plaintiff, SIMON DETHRASAVONG, on behalf of himself and all others 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
17 100, inclusive,

CASE NO.: 20STCV32312

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

~~[PROPOSED]~~ JUDGMENT

HEARING INFORMATION:

DATE: November 8, 2022

TIME: 10:00 a.m.

DEPT: SS-14

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class Action and Representative
3 Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting
5 Final Approval of the Class Action and Representative Action Settlement, Application for
6 Attorneys’ Fees and Costs, and Enhancement Award (“Order Granting Final Approval”) and the
7 parties’ Joint Stipulation Re: Class Action and Representative Action Settlement (“Settlement
8 Agreement”). Unless otherwise provided herein, all capitalized terms used herein shall have the
9 same meaning as defined in the Settlement Agreement.

10 2. Pursuant to the Order Granting Final Approval and Settlement Agreement,
11 defendant ASI Computer Technologies, Inc., a California corporation (“ASI” or “Defendant”)
12 must fund the settlement account with \$1,036,950.00 as well as Employers’ Taxes and any other
13 funds required by the parties’ Settlement Agreement in accordance with the terms of the
14 Settlement Agreement. All funds shall be disbursed to Plaintiff’s Counsel, Plaintiff, the Labor
15 Workforce and Development Agency, the Settlement Administrator, Class Members and
16 Aggrieved Employees pursuant to the Order Granting Final Approval and Settlement Agreement.
17 The funds associated with uncashed expired checks shall be transmitted to the California State
18 Controller’s Office in accordance with California Unclaimed Property Law so that the
19 Participating Class Member will have his or her Individual Settlement Share available to him or
20 her per the applicable claim procedure to request that money from the State of California.

21 3. All Class Members who did not timely opt out from the settlement are barred from
22 pursuing, or seeking to reopen, any of the released claims, as defined in the Settlement Agreement.
23 Consistent with the definitions provided in the Settlement Agreement, the settlement class consists
24 of: all current and former non-exempt, hourly-paid employees who worked at any time for ASI
25 during the Class Period in California, including thirty-two (32) employees who were allegedly
26 misclassified by Defendant as “exempt” employees (“Class Members”) “Class Period” means the
27 period from August 21, 2016 through January 1, 2022.

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1 4. This document shall constitute a Judgment for purposes of California Rules of
2 Court, Rule 3.769(h).

3 **IT IS SO ORDERED, ADJUDGED, AND DECREED**



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

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6 Dated: 12/06/2022, ~~2022~~

Kenneth R. Freeman / Judge
Judge of the Superior Court

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