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

**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,

Plaintiffs,

v.

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

Defendants.

FILED
Superior Court of California
County of Los Angeles
12/06/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: B. Guerrero Deputy

CASE NO.: 20STCV32312
[Assigned to the Hon. Kenneth R. Freeman in Dept. SS-14]

~~PROPOSED~~ **ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND ENHANCEMENT AWARD**

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

1 This matter having come before the Court on November 8, 2022 for a final fairness hearing
2 pursuant to the Order of this Court dated June 29, 2022, granting preliminary approval
3 (“Preliminary Approval Order”) of the class and representative action settlement upon the terms
4 set forth in the Joint Stipulation Re: Class Action and Representative Action Settlement
5 (“Settlement Agreement”) submitted in support of Motion for Preliminary Approval of the Class
6 and Representative Action Settlement and Certifying Class for Settlement Purposes; and due and
7 adequate notice having been given to the Class Members as required in the Preliminary Approval
8 Order; and the Court having considered all papers filed and proceedings had herein and otherwise
9 being fully informed and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED**
10 **AND DECREED THAT:**

11 1. The Motion for Final Approval of Class Action and Representative Action
12 Settlement; Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in
13 its entirety.

14 2. The definitions set out in the Settlement Agreement are incorporated by reference
15 into this Order; all terms defined therein shall have the same meaning in this Order as defined in
16 the Settlement Agreement.

17 3. This Court has jurisdiction over the subject matter of this litigation and over all
18 Parties to this litigation, including all Class Members.

19 4. Distribution of the Notice of Settlement of Class Action Lawsuit (“Class Notice”)
20 directed to the Class Members as set forth in the Settlement Agreement and the other matters set
21 forth herein have been completed in conformity with the Preliminary Approval Order, including
22 individual notice to all Class Members who could be identified through reasonable effort, and was
23 the best notice practicable under the circumstances. This Class Notice provided due and adequate
24 notice of the proceedings and of the matters set forth therein, including the proposed class
25 settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and
26 the Class Notice fully satisfied the requirement of due process.

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1 5. Zero Class Members opted out and zero Class Members objected to the settlement.

2 6. The Court further finds that the settlement is fair, reasonable and adequate and that
3 plaintiff Simon Dethrasavong (“Plaintiff”) has satisfied the standards and applicable requirements
4 for final approval of class action settlement under California law, including the provisions of Code
5 of Civil Procedure section 382 and Federal Rules of Civil Procedure, rule 23, approved for use by
6 the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

7 7. This Court hereby approves the class settlement set forth in the Settlement
8 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and
9 directs the parties to effectuate the settlement according to its terms. The Court finds that the
10 settlement has been reached as a result of intensive, serious and non-collusive arm’s length
11 negotiations. The Court further finds that the parties have conducted extensive and costly
12 investigation and research and counsel for the parties are able to reasonably evaluate their
13 respective positions. The Court also finds that settlement at this time will avoid additional
14 substantial costs, as well as avoid the delay and risks that would be presented by the further
15 prosecution of this action. The Court has noted the significant benefits to the Class Members
16 under the settlement. The Court also finds that the class is properly certified as a class for
17 settlement purposes only.

18 8. For settlement purposes only, the Court certifies the following class: all current and
19 former non-exempt, hourly-paid employees who worked at any time for defendant ASI Computer
20 Technologies, Inc. (“Defendant”) during the Class Period in California, including thirty-two (32)
21 employees who were allegedly misclassified by Defendant as “exempt” employees (“Class
22 Members”). “Class Period” means the period from August 21, 2016 through January 1, 2022.

23 9. Nothing contained in this Settlement Agreement shall be construed or deemed in
24 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

25 10. Effective only upon the entry of an Order granting Final Approval of the
26 Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator
27 Phoenix of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the
28 Settlement, Plaintiff and Participating Class Members release the Released Parties as defined in

1 the parties' Settlement Agreement of all claims against the Released Parties asserted in the
2 Complaint filed in this Action, or any and all claims that may be asserted against the Released
3 Parties based on the factual allegations in the Complaint filed on August 21, 2020 in the Action, as
4 follows: For Participating Class Members, the release includes, for the duration of the Class
5 Period: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay minimum
6 wages; (c) all claims for failure to provide compliant meal and rest periods and associated
7 premium pay; (d) all claims for the failure to timely pay all wages due upon termination or
8 resignation; (e) all claims for non-compliant wage statements; (f) all claims for failure to
9 reimburse costs as required under Labor Code section 2802; (g) all claims for failure to pay wages
10 timely in violation of Labor Code section 204; and (h) all claims asserted through California
11 Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced
12 in the Complaint filed in this Action ("Class Released Claims"). For Aggrieved Employees, the
13 release includes, for the duration of the PAGA Period (*i.e.*, June 9, 2019 through January 1, 2022),
14 all claims released during the Class Period, as well as all claims for civil penalties under PAGA
15 arising out of Labor Code sections 210, 226.3, 558, 1197.1 and 2699 based on the factual
16 allegations and Labor Code sections alleged to have been violated in the Complaint filed on
17 August 21, 2020 in this Action, which includes, without limitation, Labor Code sections 204, 246,
18 432, 1174, 1198.5, and 2810.5 ("PAGA Released Claims").

19 11. Each of the Parties has entered into this Settlement Agreement with the intention to
20 avoid further disputes and litigation, and the attendant inconvenience and expense.

21 12. The Settlement Agreement provides for a "Gross Settlement Amount" of
22 \$1,036,950.00. From the Gross Settlement Amount individual settlement payments to Class
23 Members, Court approved attorneys' fees of \$362,932.50 and costs of \$15,145.93, Settlement
24 Administrator costs of \$7,750.00, a Service Award to Simon Dethrasavong of \$7,500.00, and
25 PAGA penalties in the amount of \$50,000.00, of which \$37,500.00 (75%) will be paid to the
26 LWDA and \$12,500.00 (25%) will be paid to Aggrieved Employees. The payment of the
27 settlement funds by Defendants, as well as the payment of individual settlement checks to Class
28 Members and Employers' Taxes, will be made as set forth in the Settlement Agreement.

1 13. The Court hereby awards Class Counsel attorneys' fees in the total amount of
2 \$362,932.50, which is thirty-five percent (35%) of the Gross Settlement Amount and to be
3 deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
4 \$15,145.93 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be
5 paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the
6 Settlement Agreement. In approving the payment of attorneys' fees, the Court finds that the
7 Settlement conferred a significant benefit on the Class and the necessity and financial burden of
8 private enforcement of California labor laws makes an attorney fee award to Plaintiff's Class
9 Counsel appropriate. The amount of this award is based on the lodestar analysis, subject to a
10 reasonable multiplier, for awarding reasonable attorney's fees and costs and is reasonable, fair
11 and eminently justified. In setting an award of attorneys' fees, costs and expenses, this Court has
12 considered the following factors: (a) the time and labor required; (b) preclusion of other
13 employment; (c) the contingent nature of the cases; (d) the experience, reputation and ability of
14 Plaintiff's Class Counsel and the skill they displayed in the litigation; (e) the reasonable hourly
15 rate of attorneys' fees assessed by Class Counsel associated with prosecution of this Class Action:
16 David D. Bibiyan, Esq.: \$750, Jasmin K. Gill, Esq.: \$550, Diego Aviles, Esq.: \$550, Sara Ehsani-
17 Nia, Esq.: \$450, and Vedang Patel, Esq.: \$400; (f) the results achieved and benefits conferred on
18 the Class; and (g) the reaction of Plaintiff and the Settlement Class Members. (See, e.g. *Serrano v.*
19 *Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810 fn.
20 21.)

21 14. The Court hereby approves a service award to Plaintiff Simon Dethrasavong in the
22 amount of \$7,500.00 in consideration for his time, effort and risk incurred on behalf of the
23 Settlement Class. The Service Award will be paid to Plaintiff by the Settlement Administrator
24 from the Gross Settlement Amount as set forth in the Settlement Agreement.

25 15. The Court hereby approves the Settlement Administrator's cost in the amount of
26 \$7,750.00. The Settlement Administrator, Phoenix Settlement Administrators ("Phoenix"), shall
27 be paid the cost of administration of the settlement from the Gross Settlement Amount.

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1 16. Except as expressly provided herein and in the Settlement Agreement, the parties
2 each shall bear all of their own fees and costs in connection with this matter.

3 17. The Court approves Simon Dethrasavong as both the Class and Private Attorneys
4 General Act representative.

5 18. The Court approves David D. Bibiyan of Bibiyan Law Group, P.C. and Jasmin K.
6 Gill of J. Gill Law Group, P.C. as class counsel.

7 19. The Court approves Phoenix as the Settlement Administrator.

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

22 21. The Court finds that class settlement on the terms set forth in the Settlement
23 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
24 the released claims against Defendant.

25 22. Within ten (10) calendar days after the Final Approval Date, the Settlement
26 Administrator shall distribute all payments due under the Settlement, including the Individual
27 Settlement Payments to Participating Class Members and Individual PAGA Payments to
28 Aggrieved Employees, as well as the Court-approved payments for the Service Award to Plaintiff,

1 attorneys' fees and litigation costs and expenses to Class Counsel, Administration Costs to the
2 Settlement Administrator, and the portion of the LWDA payment payable to the LWDA.

3 23. The Settlement Administrator is ordered to provide notice of the Final Judgment
4 entered in this Action by posting the same on its website for a period of no less than one (1) year.

5 24. A Non-Appearance Case Review Re: Distribution is hereby scheduled for
6 August 11, 2023, 4:00 p.m., in Department SS-14 of the Los Angeles County Superior Court,
7 Spring Street Courthouse. No later than 12:00 p.m. on August 9, 2023, the parties shall file a
8 declaration confirming that the claims have been paid and that administration of all of the terms
9 and conditions of the class action settlement have been completed. If said Declaration is not
10 filed by 12:00 p.m. on August 9, 2023, an Order to Show Cause hearing will be set by the Court.

11 25. Without affecting the finality of the Judgment in any way, this Court hereby
12 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
13 settlement and all orders and judgments entered in connection therewith.

14
15 **IT IS SO ORDERED.**

16 Dated: 12/06/2022, 2022



A handwritten signature in black ink, appearing to read "Kenneth R. Freeman", is written over a horizontal line.

Kenneth R. Freeman / Judge
Judge of the Superior Court

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