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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

FEB 19 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF ORANGE**

13 ALLISON PHAM, NHAN PHAN, NGOC-
14 LAN NGUYEN, on behalf of themselves and
all employees similarly situated,

15 Plaintiffs,

16 vs.

17 NGUOI VIET NEWS, INC. California
18 corporation; VINH HOANG, an individual;
NAM PHUONG TRAN, an individual,
19 MARY VU, an individual; ANH BAO DO, an
individual, CHAU DAO DO, an individual;
20 JASON LA, an individual; BOA QUOC
PHAM, an individual; DOES 1 through 20,
21 inclusive,

22 Defendants.

Case No. 30-2020-01157868-CU-OE-CXC

Assigned To: Honorable Lon Hurwitz
Dept.: CX103

**[PROPOSED] JUDGMENT OF CLASS
ACTION AND PAGA SETTLEMENT**

DATE: February 7, 2025

TIME: 1:30 p.m.

DEPT.: CX-103

1 The Court, having granted approval of the Settlement and Release Agreement between
2 Plaintiffs, Allison Pham, Nhan Pham, And Ngoc-Lan Nguyen and Defendants Nguoi Viet News,
3 Inc. (“Defendant”) (collectively “Parties”) (“Settlement” or “Settlement Agreement,” which is
4 attached as Exhibit “1” to Plaintiffs’ Compendium of Evidence (Register of Action (“ROA”) No.
5 393) and authenticated by the Declaration of Arin Norijanian (ROA No. 377)), in the above entitled
6 action, as set forth in the Court’s Order Granting of Final Approval of Class Action and PAGA
7 Settlement (“Final Approval Order”), hereby takes the following further actions:

8 1. The Court hereby **ORDERS, ADJUDGES AN DECREES** that Judgment in this
9 matter is entered in accordance with the Court’s Final Approval Order and the Parties Settlement
10 Agreement.

11 2. The Court gives Final Approval to the Settlement, which provides for a settlement
12 payment of \$750,000.00, as fair, reasonable, and adequate as to each of the Parties, and consistent
13 with and in compliance with California law, and directs the Parties and their counsel to implement and
14 consummate the Settlement Agreement in accordance with the Settlement Agreement’s terms and
15 provisions. Substantial investigation and research have been conducted such that counsel for the
16 Parties can reasonably evaluate their respective positions. It appears to the Court that Settlement will
17 avoid substantial additional costs by all Parties, and the delay and risk presented by further prosecution
18 of the Action. The Court finds that the Settlement reached is the result of intensive, non-collusive,
19 arm’s-length negotiations, including mediation with an experienced, third-party neutral. Plaintiff has
20 provided the Court with enough information about the nature and magnitude of the claims being
21 settled, and the impediments to recovery, to make an independent assessment of the reasonableness
22 of the terms to which the Parties have agreed.

23 3. The Court finds that the notice program implemented pursuant to the Settlement
24 Agreement (and the Preliminary Approval Order) (i) constituted appropriate notice, (ii) was
25 reasonably calculated, under the circumstances, to apprise members of the Class of the pendency of
26 the litigation, their right to object or exclude themselves from the proposed Settlement, to appear at
27 the Final Approval Hearing, and their right to seek monetary and other relief, (iii) was reasonable
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1 and constituted due, adequate and sufficient notice to all persons entitled to receive notice, and (iv)
2 met applicable requirements of due process.

3 4. Solely to effectuate the Settlement, this Court has concluded that certification of the
4 Settlement Class is appropriate and hereby certifies the Class as defined below (and in the Settlement
5 Agreement) and concludes this definition is sufficient for California Rules of Court 3.765(a) and
6 3.771, and that the Settlement Agreement binds all Class Members, defined as:

7 All persons employed by Defendant in California and classified as an exempt
8 and/or a non-exempt employee who worked for Defendant at any time between
9 August 28, 2016 and February 4, 2023.

10 5. The Court approves the PAGA Payment of \$20,000.00, with \$15,000.00 going to the
11 LWDA and \$5,000 to the PAGA Settlement Group, defined in the Settlement Agreement as:

12 All persons employed by Defendant in California and classified as an exempt
13 and/or a non-exempt employee who worked for Defendant at any time between June
14 17, 2019 and February 4, 2023.

15 6. The Court finds that Plaintiffs and Class Counsel adequately represented the Class
16 for the purpose of entering into and implementing the Settlement.

17 7. The Court has confirmed that there are no opt outs.

18 8. The Court has confirmed that there were no disputes, requests for exclusions or
19 objections that were submitted to the Settlement Administrator.

20 9. The Court adjudges that, upon the date on which Defendant fully funds the
21 Settlement Amount, Plaintiffs, the Participating Class Members and the PAGA Settlement Group
22 have fully, finally, and conclusively compromised, settled, discharged, dismissed, and released any
23 and all released claims as provided in the Settlement Agreement, which defines the released claims
24 against the Defendants as follows:

25 Plaintiffs' Release: PLAINTIFFS, except the PLAINTIFFS' individual claims they
26 brought in their respective individual cases captioned as *Nhan Pham v. Nguoi Viet*
27 *News, Inc.*, et al., Orange County Superior Court Case No.: 30-2021-01227309-
28 CU-OE-CJC, *Allison Pham v. Nguoi Viet News, Inc.*, et al., Orange County Superior
Court Case No.: 30-2021-01227633-CU-OE-CJC and *Ngoc-Lan Nguyen v. Nguoi*
Viet News, Inc., et al., Orange County Superior Court Case No.: 30-2021-
001227806-CU-OE-CJC, and their respective former and present spouses,
representatives, agents, attorneys, heirs, administrators, successors, and assigns
generally, release and discharge Released Parties from all claims, transactions, or

1 occurrences that occurred during the Class Period, including, but not limited to: (a)
2 all claims that were, or reasonably could have been, alleged, based on the facts
3 contained, in the Operative Complaint and (b) all PAGA claims that were, or
4 reasonably could have been, alleged based on facts contained in the Operative
5 Complaint, PLAINTIFFS' PAGA Notice. ("PLAINTIFFS' Release.")
6 PLAINTIFFS' Release does not extend to any claims or actions to enforce this
7 Agreement, or to any claims for vested benefits, unemployment benefits, disability
8 benefits, social security benefits, workers' compensation benefits that arose at any
9 time, or based on occurrences outside the Class Period. PLAINTIFFS acknowledge
10 that PLAINTIFFS may discover facts or law different from, or in addition to, the
11 facts or law that PLAINTIFFS now know or believe to be true but agree,
12 nonetheless, that PLAINTIFFS' Release shall be and remain effective in all
13 respects, notwithstanding such different or additional facts or PLAINTIFFS'
14 discovery of them. Agreement, ¶6.1.

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16 Release Parties means Nguoi Viet News, Inc. and its former and present directors,
17 officers, shareholders, owners, members, attorneys, insurers, predecessors,
18 successors, assigns, subsidiaries, and affiliates. Agreement, ¶1.42.

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20 Release by Class Members: All Participating Class Members, except the
21 PLAINTIFFS' individual claims they brought in their respective individual cases
22 captioned as *Nhan Pham v. Nguoi Viet News, Inc.*, et al., Orange County Superior
23 Court Case No.: 30-2021-01227309-CU-OE-CJC, *Allison Pham v. Nguoi Viet*
24 *News, Inc.*, et al., Orange County Superior Court Case No.: 30-2021-01227633-
25 CU-OE-CJC and *Ngoc-Lan Nguyen v. Nguoi Viet News, Inc.*, et al., Orange County
26 Superior Court Case No.: 30-2021-001227806-CU-OE-CJC, on behalf of
27 themselves and their respective former and present representatives, agents,
28 attorneys, heirs, administrators, successors, and assigns, release Released Parties
from (i) all claims that were alleged, or reasonably could have been alleged, based
on the Class Period facts stated in the Operative Complaint. Except as set forth in
Section 6.3 of this Agreement, Participating Class Members do not release any
other claims, including claims for vested benefits, wrongful termination, violation
of the Fair Employment and Housing Act, unemployment insurance, disability,
social security, workers' compensation, or claims based on facts occurring outside
the Class Period. Agreement, ¶6.2

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30 Release by Aggrieved Employees: All Non-Participating Class Members who are
31 Aggrieved Employees are deemed to release, on behalf of themselves and their
32 respective former and present representatives, agents, attorneys, heirs,
33 administrators, successors, and assigns, the Released Parties from all claims for
34 PAGA penalties that were alleged, or reasonably could have been alleged, based on
35 the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.
36 Agreement, ¶6.3

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38 10. The Court further finds that ARIN | JAMES APC and K2 Employment Law, APC
have adequately represented the Class and are appointed Class Counsel. Furthermore, the Court
approves Class Counsel's request for Attorney's Fees in the amount of \$249,975.00 to be split

1 equally between the firms on a 50/50% basis (i.e., \$124,978.50 to each firm), and Costs of
2 \$18,849.80 (\$5,527.28 to Arin | James APC and \$13,322.52 to K2 Employment Law, APC). The
3 Parties are to bear their own attorney's fees and costs, except as otherwise provided in this
4 paragraph.

5 11. The Court finds that Plaintiffs Allison Pham, Nhan Pham, and Ngoc-Lan Nguyen are
6 adequate representatives of the Settlement Class and appoints them as such. Furthermore, it
7 approves payment of a Class Representative Enhancement Award in the amount of \$2,500 to each
8 of these three Plaintiffs for a total award of \$7,500. This payment is to come out of the Gross
9 Settlement Amount in recognition of their service on behalf of the Class, which is in addition to
10 their payment as a Settlement Class Member. The service award will be paid in accordance with the
11 terms of the Settlement.

12 12. The Court approves the Claims Administration Fee of \$10,000, to be paid to CPT
13 Group, Inc. out of the Gross Settlement Fund.

14 13. The Court approves the payment of the Net Settlement Amount to the Participating
15 Class Members and the PAGA Settlement Group, according to the terms of the Settlement
16 Agreement and this Final Approval Order and Judgment. Upon the date on which Defendants fully
17 fund the Settlement Amount, Plaintiff and all Participating Class Members and the PAGA
18 Settlement Group shall have, by operation of this Order and Judgment, finally and forever released,
19 relinquished, and discharged Defendants from all claims as defined by the Settlement Agreement.
20 Upon the date on which Defendants fully fund the Settlement Amount, Plaintiff, all Participating
21 Class Members and the PAGA Settlement Group are permanently barred and enjoined from
22 instituting or prosecuting any claims released under the Settlement Agreement. All Participating
23 Class Members (other than those above who submitted valid timely Requests for Exclusion) and
24 those in PAGA Settlement Group shall be bound by the releases and other terms of the Settlement
25 Agreement and this Final Approval Order and Judgment, whether or not they actually receive or
26 cash their checks for their Individual Settlement Awards, and shall not be permitted to seek any
27 further payment or any personal relief of any kind, including any payment for damages, wages,
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1 compensation, fees, costs, penalties, or interest, other than their respective Individual Settlement
2 Payments, because of the released claims.

3 14. The Settlement is not an admission by Defendants, nor is this a finding of the validity
4 of any claim in the Actions of any wrongdoing by Defendants. Neither the Settlement Agreement,
5 nor any document referenced therein, nor any action taken to carry out the Settlement Agreement,
6 will be (a) construed as or used as an admission of liability or an admission that any of Defendants'
7 defenses in the Action are without merit, or (b) disclosed, referred to, or offered in evidence against
8 Defendants in any further proceeding except to effectuate the Settlement. However, the Settlement
9 may be admitted in evidence and otherwise used in any proceeding to enforce its terms, or in defense
10 of any claims released or barred by the Settlement or this Final Approval Order and Judgment.

11 15. Without affecting the finality of the Final Order for purposes of appeal, the Court
12 reserves jurisdiction over the Parties as to all matters relating to the administration, enforcement,
13 and interpretation of the terms of the Settlement Agreement and the Final Order and for any other
14 necessary purposes.

15 16. The Parties are ordered to cause a copy of this Order and the separate Judgment to
16 be posted by the Claims Administrator, CPT Group, Inc., on its website, to provide notice to the
17 Class as required by California Rule of Court 3.771(b) and to submit a copy of it to the LWDA.

18 17. The Court further directs the Parties to effectuate the Settlement according to the
19 terms of the Settlement Agreement, including payment to Class Members, the PAGA Settlement
20 Group, the LWDA, CPT Group, Inc. and Class Counsel and sending uncashed checks to the State
21 Controller's Office, Unclaimed Property Division.

22 18. The Court has scheduled a Final Accounting hearing on February 27, 2026 in
23 Department CX103 at 1:30 p.m. of the Orange County Superior Court, located at 751 West Santa
24 Ana Blvd., Santa Ana, CA 92701. Counsel shall submit a final administrator's report at least
25 fourteen (14) calendar days prior to the Final Accounting hearing regarding the status of the
26 settlement administration. The final report must include all information necessary for the Court to
27 determine the total amount actually paid to the Class Members and any amounts disbursed to the
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1 State Controller's Office Unclaimed Property Fund. If the uncashed funds are not fully disbursed
2 by the report deadlines, counsel must request a continuance.

3 19. The Court will retain jurisdiction over the parties to enforce the terms of the
4 Settlement pursuant to California Rules of Court, Rule 3.769(h) and pursuant to Code of Civil
5 Procedure § 664.6.

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7 **IT IS SO ORDERED.**

8 Dated: FEB 19 2025,



HONORABLE LON F. HURWITZ
ORANGE COUNTY SUPERIOR
COURT JUDGE

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