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9 Attorneys for Plaintiffs,  
ALLISON PHAM, NHAN PHAN,  
10 and NGOC-LAN NGUYEN

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF ORANGE**

13 ALLISON PHAM, NHAN PHAN, NGOC-  
LAN NGUYEN, on behalf of themselves and  
14 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.  
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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

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

Assigned To: Honorable Lon Hurwitz  
Dept.: CX103

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT**

**DATE: February 7, 2025  
TIME: 1:30 p.m.  
DEPT.: CX-103**

1 On February 7, 2025, at 1:30 p.m. in Department CX-103, the Court heard Plaintiffs’  
2 Unopposed Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Award  
3 and Costs, Administration Costs, and Class Representative Awards (“Motion). Capitalized terms in  
4 this document are as defined in the Settlement and Release Agreement between Plaintiffs, Allison  
5 Pham, Nhan Pham, And Ngoc-Lan Nguyen and Defendants Nguoi Viet News, Inc. (“Defendant”)  
6 (collectively “Parties”) (“Settlement” or “Settlement Agreement”). The Settlement Agreement is  
7 attached as Exhibit “1” to Plaintiffs’ Compendium of Evidence (Register of Action (“ROA”) No.  
8 393) and authenticated by the Declaration of Arin Norijanian (ROA No. 377), concurrently filed  
9 herein.

10 Having considered all the papers filed, and other information presented, and based on those  
11 papers and information, and GOOD CAUSE appearing, **IT IS HEREBY ORDERED** that the  
12 Motion is **GRANTED** as follows:

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

25 2. The Court finds that the notice program implemented pursuant to the Settlement  
26 Agreement (and the Preliminary Approval Order) (i) constituted appropriate notice, (ii) was  
27 reasonably calculated, under the circumstances, to apprise members of the Class of the pendency of  
28 the litigation, their right to object or exclude themselves from the proposed Settlement, to appear at



1 the Final Approval Hearing, and their right to seek monetary and other relief, (iii) was reasonable  
2 and constituted due, adequate and sufficient notice to all persons entitled to receive notice, and (iv)  
3 met applicable requirements of due process.

4 3. Solely to effectuate the Settlement, this Court has concluded that certification of the  
5 Settlement Class is appropriate and hereby certifies the Class as defined below (and in the Settlement  
6 Agreement) and concludes this definition is sufficient for California Rules of Court 3.765(a) and  
7 3.771, and that the Settlement Agreement binds all Class Members, defined as:

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

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

13 All persons employed by Defendant in California and classified as an exempt  
14 and/or a non-exempt employee who worked for Defendant at any time between June  
15 17, 2019 and February 4, 2023.

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

18 6. The Court has confirmed that there are no opt outs.

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

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

26 Plaintiffs' Release: PLAINTIFFS, except the PLAINTIFFS' individual claims they  
27 brought in their respective individual cases captioned as *Nhan Pham v. Nguoi Viet*  
28 *News, Inc.*, et al., Orange County Superior Court Case No.: 30-2021-01227309-  
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,

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

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

21  
22 Release by Class Members: All Participating Class Members, except the  
23 PLAINTIFFS' individual claims they brought in their respective individual cases  
24 captioned as *Nhan Pham v. Nguoi Viet News, Inc.*, et al., Orange County Superior  
25 Court Case No.: 30-2021-01227309-CU-OE-CJC, *Allison Pham v. Nguoi Viet*  
26 *News, Inc.*, et al., Orange County Superior Court Case No.: 30-2021-01227633-  
27 CU-OE-CJC and *Ngoc-Lan Nguyen v. Nguoi Viet News, Inc.*, et al., Orange County  
28 Superior Court Case No.: 30-2021-001227806-CU-OE-CJC, on behalf of  
themselves and their respective former and present representatives, agents,  
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

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

9. 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



1 approves Class Counsel's request for Attorney's Fees in the amount of \$249,975.00 to be split  
2 equally between the firms on a 50/50% basis (i.e., \$124,978.50 to each firm), and Costs of  
3 \$18,849.80 (\$5,527.28 to Arin | James APC and \$13,322.52 to K2 Employment Law, APC). The  
4 Attorney's fees and litigation expenses shall be paid in accordance with the Settlement. The Parties  
5 are to bear their own attorney's fees and costs, except as otherwise provided in this paragraph.

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

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

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

1 compensation, fees, costs, penalties, or interest, other than their respective Individual Settlement  
2 Payments, because of the released claims.

3 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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**,  
9 \_\_\_\_\_,



10 \_\_\_\_\_  
11 HONORABLE LON F. HURWITZ  
12 ORANGE COUNTY SUPERIOR  
13 COURT JUDGE

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