

1. A judgment, decree, or order was entered in this action on *(date)*: March 12, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: 3/17/2025

Alexei Kuchinsky

(TYPE OR PRINT NAME OF	☒	ATTORNEY	☐	PARTY WITHOUT ATTORNEY)
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(SIGNATURE)

PLAINTIFF/PETITIONER: Timothy John Ngo
 DEFENDANT/RESPONDENT: Triple T Golden Corp., et al.

CASE NUMBER:
 30-2023-01326461-cu-oe-cxc

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 220 Montgomery St. Suite 2100, San Francisco CA 94104

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
 - a. ☒ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
 - a. on (*date*): 3/17/2025
 - b. from (*city and state*): El Sobrante, CA

4. The envelope was addressed and mailed as follows:

a. Name of person served: Stanley Stringfellow, Attorney for Defendants Street address: 100 Spectrum Center Dr, Suite 800 City: Irvine State and zip code: CA 92618 b. Name of person served: Street address: City: State and zip code:	c. Name of person served: Street address: City: State and zip code: d. Name of person served: Street address: City: State and zip code:
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☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached: 7

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

Date: 3/17/2025

Jeanne Floresca

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Alexei Kuchinsky (CA State Bar No. 279405)
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Attorney for Plaintiff Timothy John Ngo, individually
And on behalf of all other similarly situated and
aggrieved employees.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

TIMOTHY JOHN NGO, individually, on
behalf of all other similarly situated
employees, and as a representative of the
California Labor Workforce Development
Agency,

Plaintiff,

vs.

TRIPLE T GOLDEN CORP.; TRIPLE T
SILVER CORP.; TRIPLE T PLATINUM,
CORP.; QUAN HOANG TRAN; CHI
MANH TRAN; AND TIMMY TANG;
AND DOES 1-25

Defendants.

CASE NO.: 30-2023-01326461-cu-oe-cxc

Assigned for all Purposes to:
Hon. William D. Claster (Dept. CX101)

Reservation No. 74455581

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: March 7, 2025
Time: 9:00 a.m.

Date Action Filed: May 17, 2023
Date Set for Trial: None

Plaintiff Timothy John Ngo's Unopposed Motion for Preliminary Approval of Class
Action Settlement ("Motion") came on for hearing on March 7, 2025, in the above-entitled action.
Plaintiff and defendants Triple T Golden Corp. and Triple T Platinum Corp. (collectively,
"Defendants") appeared through their respective counsel of record. Plaintiff's Motion was
initially scheduled for hearing on January 24, 2025, but was continued by the Court to March 7,

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAR 12 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: , DEPUTY

2025, to allow the parties to address issues related to the Class Settlement and to provide additional information. Having reviewed the parties' Amended Class and PAGA Settlement Agreement ("Settlement Agreement"), the papers filed in support of the Motion, including supplemental briefing, and having considered the argument of counsel, **IT IS HEREBY ORDERED THAT:**

1. Pursuant to Rule 3.769 of the California Rules of Court, Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement is **GRANTED**.

2. The Court finds, on a preliminary basis, that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement between Plaintiff and Defendants, attached as Exhibit 2 to the Declaration of Alexei Kuchinsky in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3. The Court conditionally certifies, for settlement purposes only, a Settlement Class consisting of: "all persons employed as hourly, non-exempt employees by defendants Triple T Golden Corp., Triple T Platinum Corp., and Triple T Silver Corp. from May 17, 2019, through September 17, 2024.

4. The Court preliminarily approves the release of the following class and PAGA claims:
contained in the Settlement Agreement.

a. **"Released Class Claims"** shall mean all claims, debts, liabilities, demands, obligations, guarantees, actions, or causes of action of whatever kind or nature from November 21, 2018, through September 17, 2024, whether known or unknown, that were alleged in the Operative Complaint or that reasonably could have been alleged, based on the facts stated in the Operative Complaint and that were ascertained in the course of the Action, including those arising out of or related to: (1) all claims for failure to properly pay overtime wages for all hours worked; (2) all claims for failure to provide compliant meal periods or compensation in lieu thereof; (3) all claims for failure to authorize and permit compliant rest periods or compensation in lieu thereof; (4) all claims for failure to pay wages due upon

WDC

termination or resignation of employment; (5) all claims for failure to pay wages due upon regularly-scheduled paydays; (6) all claims for non-compliant wage statements; and (7) all claims asserted through California Business & Professions Code section 17200 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (the “Released Claims”). The Released Claims include all related claims of any kind for unpaid wages, premium pay, liquidated damages, statutory penalties, civil penalties, restitution, interest, injunctive relief, punitive damages, and other damages, costs, expenses, and attorneys’ fees arising from the alleged violation of any provision of common or statutory law that were or reasonably could have been raised as part of Plaintiff’s claims in the Operative Complaint, including but not limited to claims under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 *et seq.*, all provisions of the California Industrial Welfare Commission Wage Orders that provide the same or similar protections, and section 17200 *et seq.* of the California Business and Professions Code.

b. **“Released PAGA Claims”** all claims for any and all PAGA remedies from April 19, 2022, through September 17, 2024 that were alleged in, or reasonably could have been alleged in, or that were based on, arise from, or relate to the facts stated in the Operative Complaint, the PAGA Notice, and that were ascertained in the course of the Action, including any right, claim, or demand for civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, and 1198, all provisions of the California Industrial Welfare Commission Wage Orders that provide the same or similar protections, and section 17200 *et seq.* of the California Business and Professions Code.

1 5. The Court appoints, for settlement purposes only, Plaintiff Timothy John Ngo as the
2 representative of the Settlement Class.

3 6. The Court appoints, for settlement purposes only, the law firm of Kuchinsky Law Office,
4 P.C., as counsel for the Settlement Class.

5 7. The Court appoints ILYM Group, Inc., as the Settlement Administrator. Consistent with
6 the Settlement Agreement, the responsibilities of the Settlement Administrator shall include:
7 (a) disseminating the Notice to the Class; (b) receiving and maintaining documents sent from Class
8 Members relating to claims administration and requests for exclusion; (c) handling withholding,
9 reporting, payment, dissemination of forms, and other aspects of settlement administration relating
10 to all applicable taxes as set forth in the Settlement Agreement; and (d) distributing settlement
11 checks to Class Members. Pursuant to the Settlement Agreement, the costs of the Settlement
12 Administrator's services and all other reasonable costs of settlement administration, not to exceed
13 \$10,000, shall be paid out of the Gross Settlement Amount, subject to the Court's final review and
14 approval.

15 8. Within twenty (20) calendar days of the entry of this Preliminary Approval Order,
16 Defendants shall provide the Settlement Administrator with the following information for each
17 Class Member: (1) names; (2) last known mailing addresses; (3) Social Security Numbers;
18 (4) number of Class Pay Periods; and (5) number of PAGA Pay Periods. This data must be provided
19 in a single, comprehensive Excel spreadsheet.

20 9. The manner and content of the Class Notice, attached as Exhibit "A" both to the Settlement
21 Agreement and this Order, will provide the best practicable notice to the Class Members. The
22 Settlement Administrator is hereby ordered to administer the Class Notice, in English, Spanish, and
23 Vietnamese, to Settlement Class Members in accordance with the timing and procedures set forth
24 in the Settlement Agreement.

25 10. Any Class Member who wishes to object to the Class Action Settlement may do so by mail
26 in writing or by appearing in person, or remotely, at the final approval hearing. To object to the
27 Class Settlement by mail, the objecting Class Member must mail a written objection to the
28 Settlement Administrator postmarked no later than 60 calendar days after the first postmark date of
mailing the Notice of Class Action Settlement. An objection shall be deemed submitted as of the

1 postmarked date. The written objection shall state: (1) the full name of the Settlement Class
2 Member; (2) the dates of employment of the Settlement Class Member; (3) the basis for the
3 objection; and (4) whether the Settlement Class Member intends to appear at the Final Approval
4 Hearing. In the alternative, Participating Class Members may appear in Court (or hire an attorney
5 to appear in Court) to present verbal objections at the Final Approval Hearing.

6 11. Any Class Member who desires to be excluded from the Class and Class Action Settlement
7 must mail to the Settlement Administrator a written request for exclusion postmarked no later than
8 60 calendar days after the postmark date of the initial mailing of the Notice of Class Action
9 Settlement. To be a valid Request for Exclusion, a Class Member must: (1) include the name,
10 address, and the last four (4) digits of the Social Security number of the Settlement Class Member
11 requesting exclusion; (2) state the desire to be excluded from the Class Settlement; and (3) sign the
12 request. Absent good cause found by this Court, any Request for Exclusion that does not include
13 all of the required information or is not submitted in a timely manner will be deemed ineffective.
14 In the alternative, Class Members may submit the "Request for Exclusion" form provided in the
15 Class Notice. All Class Members who properly mail a written request for exclusion shall not be
16 bound by the Class Action Settlement and shall have no rights with respect to the Settlement.
17 Settlement Class Members who submit a valid Request for Exclusion may not submit a Notice of
18 Objection to the non-PAGA portion of the Settlement. Even if a Class Member requests to be
19 excluded from the Class Settlement, they may still receive a PAGA Allocation payment if they
20 worked for Defendants during the PAGA period. Any Class Member who worked during the
21 PAGA Period shall be deemed to have released all claims under PAGA on the Effective Date of
22 the Settlement Agreement.

23 12. Any Class Member who does not opt out of the Settlement Class may dispute the number
24 of pay periods attributed to him or her for the Class Period as stated on the Notice of Class Action
25 Settlement. Any Aggrieved Employee may dispute the number of pay periods attributed to him or
26 her for the PAGA Period as stated on the Notice of Class Action Settlement. Any such disputes
27 must be mailed to the Settlement Administrator postmarked no later than 60 calendar days after the
28 postmark date of the initial mailing of the Notice of Class Action Settlement. The Settlement
Administrator shall immediately provide copies of all disputes to Class Counsel and counsel for

1 Defendants and shall immediately attempt to resolve all such disputes directly with relevant
2 Settlement Class Member(s) with the assistance of Defendants and Class Counsel. The Settlement
3 Administrator shall make a final determination regarding the Class Member/Aggrieved Employee's
4 dispute as to the number of his or her qualifying pay periods. No later than sixteen (16) court days
5 prior to the Final Approval Hearing, the Settlement Administrator shall prepare and submit to the
6 Court, through Class Counsel, a declaration of due diligence certifying that all class notices were
7 provided in accordance with the terms of the Settlement Agreement and this Order. The declaration
8 must include information regarding the number of notices mailed, the number of notices returned
9 as undeliverable, the number of notices reailed, the number of requests for exclusion received,
10 the number of objections received, and the number of resolved and unresolved disputes brought by
11 Class Members regarding their qualifying pay periods in the notices.

12 13. Any papers in support of final approval of the Settlement Agreement, Application for
13 Award of Attorney's Fees and Costs, and Class Representative Incentive Payment must be filed
14 sixteen (16) court days before the Final Approval Hearing.

15 14. All further proceedings as to Defendants are hereby stayed, except for any actions required
16 to effectuate or enforce the Settlement Agreement, or matters related to the Gross Settlement
17 Amount, including applications for attorneys' fees, payment of costs, and service awards to the
18 Class Representative.

19 15. A final fairness hearing is hereby scheduled in Department CX101 of this Court on August
20 8, 2025 at 9:00 a.m., to determine whether the proposed settlement—including attorneys' fees and
21 costs to Class Counsel, the payment to the State of California's Labor & Workforce Development
22 Agency for its share of penalties under the Private Attorneys General Act, and the class
23 representative's enhancement award—should be finally approved as fair, reasonable, and adequate
24 to the members of the class.

25 16. If the Settlement Agreement is approved at the Final Settlement Hearing, the Court will file
26 a Final Order Approving the Settlement Agreement and enter Judgment. The Final Order will be
27 fully binding with respect to all Class Members who did not request exclusion in accordance with
28 the terms of the Settlement Agreement.

17. The parties are ordered to carry out the Settlement according to the terms of the Settlement

1 Agreement.

2 18. In the event the settlement does not become effective in accordance with the terms of the
3 Settlement Agreement, or the settlement is not finally approved, or is terminated, cancelled, or fails
4 to become effective for any reason, this Order shall be rendered null and void and shall be vacated,
5 and the parties shall revert to their respective positions as of the entry of the Settlement Agreement.
6 The parties will be free to assert any claim or defense that could have been asserted at the time of
7 entry of the Settlement Agreement.

8 **IT IS SO ORDERED.**

9
10 Dated: 3-12-25

By: William D. Claster
The Honorable William D. Claster
Judge of the Superior Court
County of Orange, State of California