

1 **JUSTICE FOR WORKERS, P.C.**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 JUSTIN LE and NGOC QUY GIENG,
11 individuals and on behalf of all others similarly
12 situated;

13 Plaintiffs,

14 vs.

15 DRAGONFLY TEA BAR LLC, a California
16 limited liability company; DRAGONFLY TEA
17 BAR GG LLC, a California limited liability
18 company; and DRAGONFLY TEA BAR SA
19 LLC, a California limited liability company;;
20 and DOES 1 through 50,

21 Defendants.

Case No.: 23STCV26247

[Assigned for All Purposes to:
Hon. Timothy Patrick Dillon, Dept. 14]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENTS, AND ATTORNEY'S FEES
AND COSTS**

(Filed concurrently with Motion for Final
Approval and Supporting Declarations)

DATE: October 29, 2025

TIME: 9:00 a.m.

DEPT: 14

Action Filed: October 26, 2023

Trial Date: Not Set

1 The Motion of Justin Le and Ngoc Quy Gieng (“Plaintiffs”) for Final Approval of Class
2 Action and PAGA Settlement, Class Representative Service Payments, and Attorneys’ Fees and
3 Costs (“Final Approval Motion”) came on regularly for hearing before this Court pursuant to
4 California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of
5 Class Action Settlement (“Preliminary Approval Order”).

6 Having considered the Parties’ Class Action and PAGA Settlement Agreement
7 (“Settlement” or “Agreement”)¹, and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution, and the substantial benefits to be received by the Class pursuant to the Settlement, the
10 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to
11 California Code of Civil Procedure § 382, and is the product of good faith, arm’s-length
12 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
13 Plaintiffs’ Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement and
15 this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class:

18 All non-exempt, hourly employees who worked for Defendants Dragonfly Tea Bar
19 LLC; Dragonfly Tea Bar GG LLC; and Dragonfly Tea Bar SA LLC (collectively,
20 “Defendants”) in California during the Class Period of October 26, 2019 through
November 5, 2024.

21 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
22 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Apex Class Action LLC as
23 the Administrator.

24 4. Notice was provided to Class Members as set forth in the Settlement, which was
25 approved by the Court on July 8, 2025, and the notice process has been completed in conformity
26 with the Settlement and the Court's Order Granting Preliminary Approval of Class Action and
27 PAGA Settlement. The Court finds that said notice was the best notice practicable under the
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¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 circumstances, and that individual notice was provided to all Class Members who could be
2 identified through reasonable effort. The Class Notice provided due and adequate notice of the
3 proceedings and matters set forth therein.

4 5. The Court finds that no Class Member objected to the Settlement, that no Class
5 Member opted out of the Settlement, and that the 100% participation rate in the Settlement supports
6 final approval.

7 6. The Court further finds that the Settlement is fair, reasonable, and adequate, and
8 orders the Parties to effectuate the Settlement according to its terms.

9 7. For purposes of settlement only, the Court finds that: (a) the Class Members are
10 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
11 of law or fact common to the Class, and there is a well-defined community of interest among
12 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
13 Representative are typical of the claims of the Settlement Class members; (d) the Class
14 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
15 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
16 Counsel are qualified to serve as counsel for the Class Representative and the Class.

17 8. The Court finds that given the absence of objections to the Settlement, this Order
18 shall be considered final as of the date of entry.

19 9. The Court finds that the Individual Class Payments and Individual PAGA Payments,
20 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
21 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
22 terms of the Settlement.

23 10. The Court orders Defendant to deposit the Gross Settlement Amount of \$200,000.00
24 and employer payroll taxes with the Administrator within 15 calendar days of the Effective Date.

25 11. The Court finds that a Class Representative Service Payments in the amount of
26 \$7,500.00 to each Plaintiff, totaling \$15,000.00, is appropriate for Plaintiffs' service to the Class.
27 The Court finds that this payment is fair, reasonable, and adequate, and orders that the
28 Administrator make this payment in conformity with the terms of the Settlement

1 12. The Court finds that attorney’s fees in the amount of \$66,666.67 and litigation costs
2 of \$7,332.61 for Class Counsel are fair, reasonable, and adequate in light of the common fund
3 created by the Settlement, and orders that the Administrator distribute these payments to Class
4 Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Administrator shall be paid \$5,990.00 from the Gross
6 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
7 done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce Development
9 Agency (“LWDA”) in the amount of \$7,500.00 for its share of the settlement of Plaintiffs’
10 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
11 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

12 15. The Court orders that any settlement checks shall be negotiable for 180 calendar
13 days from the date of issuance of the check, and that any settlement checks that remain uncashed
14 after one 180 days after they are mailed shall be distributed to the Controller of the State of
15 California to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et*
16 *seq.*, in the name of the Class Member to whom the check was issued.

17 16. “Released Parties” means Defendants and each of their former and present directors,
18 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
19 subsidiaries, and affiliates.

20 17. Upon the Effective Date and once the Settlement is funded with Defendant’s
21 payment of the Gross Settlement Amount and the employer’s share of payroll taxes, Plaintiff and
22 Participating Class Members, on behalf of themselves and their respective former and present
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release
24 Defendant and the other Released Parties for all of the Released Class Claims which occurred
25 during the Class Period. “Released Class Claims” means all claims that were alleged, or reasonably
26 could have been alleged, based on the facts stated in the Operative Complaint. Participating Class
27 Members’ only release these claims for the duration of the Class Period.

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1 18. Upon the Effective Date and once the Settlement is funded with Defendant's
2 payment of the Gross Settlement Amount and the employer's share of payroll taxes, Plaintiff, the
3 State of California, and all Aggrieved Employees, on behalf of themselves and their respective
4 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
5 shall release Defendant and the other Released Parties with respect to the Released PAGA Claims
6 which occurred during the PAGA Period. "Released PAGA Claims" means all claims for PAGA
7 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
8 Operative Complaint and the PAGA Notices. Aggrieved Employees only release these claims for
9 the duration of the PAGA Period.

10 19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
11 notice of this final Judgment and Order to all Class Members by posting the Judgment and Order for
12 90 days on the Administrator's website and to the LWDA pursuant to Labor Code § 2699.

13 20. This document shall constitute a final judgment pursuant to California Rule of Court
14 3.769(h), which provides: "If the court approves the settlement agreement after the final approval
15 hearing, the court must make and enter judgment. The judgment must include a provision for the
16 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
17 may not enter an order dismissing the action at the same time as, or after, entry of judgment."
18 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
19 Settlement, the Final Approval Order, and this Judgment.

20 21. The Court sets a Non-Appearance Compliance Hearing for _____,
21 2026 at ____ a.m. in Department 14 of the above-entitled Court. Plaintiff shall file a Final
22 Disbursement Declaration from the Administrator no later than 7 calendar days before the
23 Compliance Hearing.

24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25
26 DATED: _____, 2025

Timothy Patrick Dillon
Judge of the Superior Court