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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

HAE TAEK LEE, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

GLOBAL EXPEDITED
TRANSPORTATION, INC., a
California corporation; SEUNG MUN
BAEK, an individual; and DOES 1-100,
inclusive,

Defendants.

Case No. 20STCV43064

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

UNOPPOSED

CLASS ACTION

Date: April 6, 2022

Time: 11:00 a.m.

Dept.: 12

Judge: Hon. Carolyn B. Kuhl

Action Filed: November 9, 2020

Trial Date: None Set

1 **ORDER**

2 This matter came on for hearing on April 6, 2022, at 11:00 a.m., in Department 12 of the
3 above-captioned Court on Plaintiff's Motion for Final Approval of Class Action Settlement
4 pursuant to: (1) California Rule of Court 3.769(g); (2) the Order Granting Plaintiff's Motion for
5 Preliminary Approval of Class Action Settlement (hereinafter referred to as the "Preliminary
6 Approval Order"); and (3) Stipulation and Settlement of Class and Representative Action
7 (hereinafter referred to as the "Settlement Agreement").

8 Having received and considered the Settlement Agreement, the supporting papers filed by
9 the Parties, and the evidence and argument received by the Court in conjunction with Plaintiff's
10 Motion for Preliminary Approval of Class Action Settlement and Plaintiff's Motion for Final
11 Approval of Class Action Settlement, the Court grants final approval of the Settlement and
12 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

13 1. Pursuant to the Preliminary Approval Order, the Class Notice (hereinafter referred
14 to as the "Notice") was mailed to all members of the Class by first-class U.S. mail. The Notice
15 informed the Class of the terms of the Settlement, of their right to receive their proportional
16 settlement payment, of their right to request exclusion from the Settlement Class and the
17 Settlement, of their right to comment upon or object to the Settlement and to appear in person or
18 by counsel at the final approval hearing and of the date set for the Final Approval hearing.
19 Adequate periods of time were provided by each of these procedures.

20 2. In response to the Notice, no members of the Class filed a written objection to the
21 Settlement, no class members stated an intention to appear at the final approval hearing, and one
22 class member requested to be excluded from the Settlement. Ik Joo Moon requested exclusion from
the class and is not subject to the release.

23 3. The Court finds and determines that this notice procedure afforded adequate
24 protections to class members and provides the basis for the Court to make an informed decision
25 regarding approval of the Settlement based on the class members' response. The Court finds and
26 determines that the Notice provided in conjunction with preliminary approval was the best notice
27 practicable, which satisfied the requirements of law and due process.
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1 4. The Court further finds and determines that the terms of the Settlement Agreement
2 are fair, reasonable and adequate to the Settlement Class and to each class member and that the
3 settlement is ordered finally approved, and that all terms and provisions of the Settlement
4 Agreement should be and hereby are ordered to be consummated.

5 5. The Court certifies, for purposes of settlement only, a Settlement Class, as that term
6 is defined in and by the terms of the Settlement Agreement, and the Court deems this definition
7 sufficient for purposes of California Rule of Court 3.765(a). The Settlement Class is defined as
8 follows: “all current and former non-exempt hourly, piece rate, or commissioned employees
9 employed by Defendant in the State of California or who made one or more deliveries of Defendant
10 in California, at any time during the period May 1, 2019, until August 31, 2021.”

11 6. The Court hereby approves the terms set forth in the Settlement Agreement and
12 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
13 to effectuate the settlement according to its terms. The Court finds that the settlement was reached
14 as a result of informed and non-collusive arm’s-length negotiations facilitated by a neutral
15 mediator. The Court further finds that the Parties conducted extensive investigation, research, and
16 discovery and that their attorneys were able to reasonably evaluate their respective positions. The
17 Court also finds that settlement will enable the Parties to avoid additional and potentially
18 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
19 case. The Court has reviewed the monetary recovery provided as part of the settlement and
20 recognizes the significant value accorded to the Settlement Class.

21 7. The Court hereby confirms Crosner Legal, PC as Class Counsel in this action.

22 8. The Court hereby confirms Plaintiff Hae Taek Lee as the Class Representative in
23 this action.

24 9. The Court finds and determines that the Individual Settlement Payments provided
25 for by the terms of the Settlement Agreement to be paid to participating class members are fair and
26 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
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1 made to the Participating Class Members in accordance with the terms of the Settlement
2 Agreement.

3 10. The Court finds and determines the service award in the sum of \$5,000.00 to
4 Plaintiff/Class Representative Hae Taek Lee is fair and reasonable. The Court hereby orders the
5 Administrator to make this payment to the Plaintiff/Class Representative in accordance with the
6 terms of the Settlement Agreement.

7 11. The Court finds and determines that the payment to be paid to the Settlement
8 Administrator, ILYM Group, Inc., in the sum of \$15,000.00 for its fee and expenses incurred is
9 fair and reasonable. The Court hereby orders the Administrator to make this payment to itself in
10 accordance with the terms of the Settlement Agreement.

11 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
12 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
13 \$66,660 and litigation costs of \$9,465.61. The Court finds such amounts to be fair and reasonable.
14 The Court hereby orders the Settlement Administrator to make these payments in accordance with
15 the terms of the Settlement Agreement. The fee award is reasonable in light of the benefit obtained
for the class and a reasonable lodestar calculation.

16 13. Neither Defendants nor any of the Released Parties shall have any further liability
17 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
18 as provided for by the Settlement Agreement.

19 14. Nothing in this Order shall preclude any action to enforce the Parties' obligations
20 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
21 Defendants make payments to participating class members in accordance with the Settlement
22 Agreement.

23 15. The Court hereby enters final judgment in this case in accordance with the terms of
24 the Settlement Agreement, the Addendum to the Settlement Agreement, Preliminary Approval
25 Order and this Order.

26 16. The Parties shall bear their own costs and attorneys' fees except as otherwise
27 provided for by the Settlement Agreement.
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1 17. Without affecting the finality of this Order in any way, the Court retains jurisdiction
2 of all matters relating to the interpretation, administration, implementation, effectuation and
3 enforcement of this order and the Settlement.

4 18. Pursuant to the Settlement Agreement, Plaintiff and all Class Member release all
5 Released Claims against the Released Parties.

6 19. If this settlement does not become final and effective in accordance with the terms
7 of the Stipulation, this Final Approval Order and Judgment and all orders entered in connection
8 herewith, shall be vacated and shall have no further force or effect.

9 20. Neither the Final Approval Order nor the Judgment nor the Settlement Agreement
10 is, may be construed as, or may be used as, an admission or concession by or against the Defendant,
11 or any of the other Released Parties of the validity of any claim or any actual or potential fault,
12 wrongdoing or liability.

13 21. ~~Pursuant to Cal. Code of Civil Proc. Section 384, a compliance hearing is scheduled~~
14 ~~for _____ [April 6, 2023], at _____ a.m./p.m. The Parties are ordered~~
15 ~~to file a joint report 10 court days before this compliance hearing, detailing the total amount that~~
16 ~~was actually paid to the Class Members and file an amended judgment, in compliance with Cal.~~
17 ~~Code of Civil Proc. Section 384.~~

18 // A final report of the Administrator shall be filed by April 6, 2023 and the court sets a
19 // non-appearance case review re the filing of the report for April 11, 2023.

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JUDGMENT

22. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby the Plaintiff/Class Representative and all Participating Class Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement.

23. The Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the judgment.

JUDGMENT IS HEREBY ENTERED.

Dated: 04/06/2022



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl
Judge of the Superior Court