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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO, CENTRAL DISTRICT**

SUNGMIN KIM, an individual, and the
aggrieved employees

Plaintiff,

v.

VEYO, LLC, an Arizona Limited Liability
Company, and DOES 1 through 20, inclusive,

Defendants

) Lead Case No. 37-2020-00033184-CU-OE-CTL
) Related Case No. 37-2021-00027881-CU-OE-
) CTL

) [Assigned for All Purposes to the Honorable
) Robert Longstreth, Dept. C-65]

) **CLASS ACTION**

) **~~[PROPOSED]~~ FINAL APPROVAL ORDER AND
) JUDGMENT**

) Date: March 29, 2024
) Time: 8:30 a.m.
) Dept: C-65

) Complaint Filed: September 21, 2020
) Trial Date: None Set

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

04/03/2024 at 09:13:00 AM

Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

1 Plaintiffs' unopposed motion for an order granting final approval of the proposed
2 settlement came on for hearing before the above-entitled court.

3 Having read the Joint Stipulation of Class Action and PAGA Settlement and Release
4 ("Settlement Agreement") attached as Exhibit "1" to the Declaration of Kitty K. Szeto and
5 supporting documents, the unopposed motion for final approval, as well as the points and
6 authorities and declarations filed in support thereof,

7 **IT IS THEREFORE ORDERED THAT:**

8 1. This Final Approval Order and Judgment incorporates by reference the parties'
9 Settlement Agreement and all defined terms herein shall have the same meaning as set forth in
10 the Settlement Agreement.

11 2. The Settlement Agreement, the proposed Settlement described therein, and the
12 Adjusted Settlement Amount of **\$2,367,850.00** is approved as fair, reasonable, and adequate.

13 3. The Parties shall effectuate the terms and provisions of the Settlement Agreement
14 consistent with the deadlines set forth by this Order and in the Settlement Agreement.

15 4. Pursuant to Paragraph 42 of the Settlement Agreement, within five (5) calendar
16 days after entry of this Final Approval Order and Judgment, the Settlement Administrator shall
17 provide the Parties with an accounting of the amounts to be paid by Defendant Veyo, LLC
18 ("Veyo") consistent with this Final Approval Order and Judgment.

19 5. Pursuant to Paragraph 42 of the Settlement Agreement, within seven (7) calendar
20 days of receiving the accounting of the final amounts to be paid from the Settlement
21 Administrator, Veyo shall make the one-time payment of the Adjusted Settlement Amount of
22 **\$2,367,850.00** into a Qualified Settlement Fund Account to be established by the Settlement
23 Administrator.

24 6. Within five (5) business days of the funding of the Adjusted Settlement Amount,
25 the Settlement Administrator shall distribute the Adjusted Settlement Amount consistent with
26 this Final Approval Order and Judgment.

27 7. The Court hereby approves Class Counsel's request for attorneys' fees in the
28 amount of \$781,390.50 and costs in the amount of \$16,699.95.

1 8. The Court hereby approves a Class Representative Enhancement Payment in the
2 total amount of \$15,000.

3 9. The Court hereby approves Settlement Administration Costs in the amount of
4 \$17,750.

5 10. Pursuant to California Labor Code section 2699(l)(2), the Court hereby approves
6 the \$100,000 LWDA Payment to be disbursed in the amounts consistent with Paragraph 23 of
7 the Settlement Agreement.

8 11. The expiration date on the Individual Settlement Payment checks and LWDA
9 Payment checks to PAGA Members will be one hundred and eighty (180) calendar days from
10 the date the checks are issued. If a Participating Class Member or PAGA Member does not cash
11 his or her check within 180 days, the check will be cancelled. Pursuant to California Code of
12 Civil Procedure section 384, all funds associated with such cancelled checks will be
13 transmitted to the State Controller's fund in the name of the applicable Participating Class
14 Member and/or PAGA Member. Participating Class Members and PAGA Members whose
15 checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

16 12. The Court sets a compliance hearing for **November 8, 2024 at 8:30 a.m.**
17 Plaintiffs are to file a declaration from the administrator regarding the status of disbursement on
18 or before **October 30, 2024**.

19 13. The Court hereby enters judgment on behalf of the 2,022 Independent Driver-
20 Providers who drove for Defendant Veyo, LLC in California at any time during the period of
21 January 6, 2019 through December 1, 2024 ("Class Members").

22 14. The Court hereby enters judgment on behalf of the 1,946 Independent Driver-
23 Providers who drove for Defendant Veyo, LLC in California at any time during the period of
24 July 16, 2019 through December 1, 2024 ("PAGA Members").

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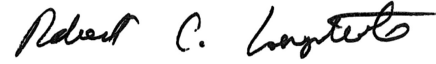
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1 15. The Court retains jurisdiction over the parties to enforce the Settlement
2 Agreement and this Final Approval Order and Judgment pursuant to California Code of Civil
3 Procedure section 664.6 and California Rules of Court, Rule 3.769(h).

4 **IT IS SO ORDERED.**

5 DATE: **04/03/2024**



Honorable Robert Longstreth
San Diego County Superior Court

