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on behalf of himself and all others and similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LUCAS LEE, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

GN TRANSPORTATION LLC, a Wisconsin
corporation,

Defendant.

Case No. 23STCV14934

ASSIGNED FOR ALL PURPOSES TO:

JUDGE: Hon. William F. Highberger

DEPT: 10

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 WHEREAS, this action is pending before this Court as a putative class action (the
2 “Action”); and

3 WHEREAS, Plaintiff, through an unopposed motion for preliminary approval, has
4 applied to this Court for an order preliminarily approving the settlement of the Action in
5 accordance with the Settlement Agreement), and declarations and exhibits annexed thereto,
6 which sets forth the terms and conditions for a proposed settlement and final resolution of the
7 Action upon the terms and conditions set forth therein; and the Court having read and considered
8 the Settlement Agreement and the declarations and exhibits annexed thereto;

9 NOW, THEREFORE, IT IS HEREBY ORDERED:

10 1. This Order incorporates by reference the definitions in the final version of the
11 Settlement Agreement which has been filed with the Court and all terms defined therein shall
12 have the same meaning in this Order as set forth in the Settlement Agreement;

13 2. The Court hereby conditionally certifies the Class for settlement purposes only.
14 For the purposes of this settlement, the Class is defined as: All current and former exempt
15 employees employed by Defendant in California at any time between April 21, 2019 and the date
16 this order is signed. Should for whatever reason the Settlement not become final, the fact that the
17 Parties were willing to stipulate to class certification as part of the Settlement shall have no
18 bearing on, nor be admissible in connection with, the issue of whether a class should be certified
19 in a non-settlement context;

20 3. Aggrieved Employees shall mean Plaintiff and all current and former exempt
21 employees employed in California at any time between April 21, 2022 and the date this order is
22 signed;

23 4. The Court hereby authorizes the retention of Phoenix Class Administration
24 Solutions as Settlement Administrator for the purpose of this Settlement;

25 5. The Court hereby conditionally finds that James R. Hawkins, Isandra Fernandez,
26 and Anthony Draper of the law firm of James Hawkins, APLC may act as counsel for the Class.
27 The Court further conditionally finds that Plaintiff Lucas Lee may act as the class representative
28 for the Class;

1 6. The Court hereby preliminarily APPROVES the proposed Notice of Class Action
2 Settlement. The Court further finds that the Class Notice appears to fully and accurately inform
3 the Class Members of all material elements of the proposed Settlement Agreement, of the Class
4 Members' right to be excluded from the Class, and of each Class Member's right and
5 opportunity to object to the Settlement. The Notice shall be mailed to the Class Members as set
6 forth in the Settlement Agreement;

7 7. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be within the range of reasonableness of a settlement that could ultimately be given final
9 approval by this Court. It appears to the Court on a preliminary basis that the settlement amount
10 is fair, adequate and reasonable as to all potential Class Members when balanced against the
11 probable outcome of further litigation relating to liability and damages issues. It further appears
12 that investigation and research have been conducted such that counsel for the Parties, at this
13 time, are able to reasonably evaluate their respective positions. It further appears to the Court
14 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
15 the delay and risks that would be presented by the further prosecution of the Action. It further
16 appears that the Settlement has been reached as the result of serious and non-collusive, arms-
17 length negotiations;

18 8. The Court orders the following implementation schedule for further proceedings:
19

20 Preliminary approval order.	
21 Deadline for Defendants to provide the 22 Class List to the Settlement Administrator.	_____, 2025 (within twenty (20) calendar days after Court grants 23 Preliminary Approval).
24 Administrator to mail notices to Settlement 25 Class Members.	_____ 2025 (within twenty (20) 26 calendar days after Settlement 27 Administrator Receives Class List from 28 Defendant).

Deadline for postmark by mail of any Request for Exclusion.	_____ 2025 (sixty (60) days after Settlement Administrator first mails Notice of Class Settlement to Settlement Class Members, plus an additional 14 days for Class Members whose Class Notice is re-mailed).
Deadline for receipt by the Settlement Administrator of any written objections to the Settlement.	_____ 2025 (sixty (60) days after Settlement Administrator first mails Notice of Class Settlement to Settlement Class Members, plus an additional 14 days for Class Members whose Class Notice is re-mailed).
Deadline for Class Counsel to file Motion for Final Approval of Settlement.	_____ 2025
Final Fairness and Final Approval Hearing.	_____ 2025

IT IS SO ORDERED.

Dated: _____

Hon. William F. Highberger
Judge of the Los Angeles County Superior Court