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RACHAEL LIEBREGT, an individual, on behalf of herself, and on behalf of all persons similarly situated, Plaintiffs, v. WORLD COURIER INC., a New York corporation; WORLD CUSTOMS BROKERAGE, INC., a Delaware corporation; and DOES 1-50, Inclusive, Defendants.	Case No. 24STCV05865 PROPOSED JUDGMENT Date: July 8, 2026 Time: 10:00 a.m. Judge: Hon. David S. Cunningham III Dept.: 11
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FILED
Superior Court of California
County of Los Angeles
07/08/2026
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Class Counsel Fees Payment, Class Counsel Litigation Expenses
3 Payment, and Class Representative Service Payment duly came on for hearing on July 8, 2026,
4 before the above-entitled Court. The parties having settled this action and the Court having entered
5 an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as all current and former non-exempt employees who worked for Defendants
10 World Courier Inc. and World Customs Brokerage, Inc. within the State of California during the
11 Class Period. The Class Period is defined as the period from March 8, 2020, through February 1,
12 2025.

13 2. All persons who meet the foregoing definition are members of the Settlement Class,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
15 are 183 Class Members who worked for Defendants during the Class Period. After providing Notice
16 to the Class, Apex has received zero (0) requests to opt out and zero (0) objections. The deadline
17 for submitting a request to opt out from the Settlement was February 19, 2026. No Class Members
18 submitted a valid Request for Exclusion; therefore no Class Members are excluded from the
19 Settlement and all are bound by this Judgment.

20 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
21 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
22 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
23 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
24 of Class Action and PAGA Settlement, and in this Final Judgment.

25 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
26 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
27 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
28 benefits.

1 5. As of the date the Defendants fund the Gross Settlement Amount, by operation of
2 this Final Judgment, each Class Member who has not validly opted out, has released the “Released
3 Class Claims” against the Defendants and all of the “Released Parties” as set forth in the Agreement.
4 The Participating Class Members, including Plaintiff, are bound by the Agreement, the Order
5 Granting Final Approval of Class Action and PAGA Settlement, and this Final Judgment. The
6 Participating Class Members, including Plaintiff, are enjoined from prosecuting the Released Class
7 Claims and from initiating or continuing other proceedings regarding the Released Class Claims.

8 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

9 (a) The Released Class Claims are defined as all claims that were alleged, or
10 reasonably could have been alleged, based on the facts stated in the operative complaint in the
11 Action, arising during the Class Period, including but not limited to, claims based on the failure to
12 pay wages, including minimum wages, straight time wages, overtime wages, sick pay, and premium
13 pay, failure to provide compliant meal periods and associated premium pay, failure to provide
14 compliant rest periods and associated premium pay, failure to include all remuneration into the
15 calculation of the regular rate of pay, failure to provide compliant wage statements, failure to timely
16 pay wages during employment, failure to timely pay wages upon termination of employment, failure
17 to reimburse for necessary business-related expenses, unfair or unlawful business practices pursuant
18 to California Business and Professions Code §§ 17200, et seq. and 17203 based on the
19 aforementioned, any violation of the California Labor Code based on the aforementioned, including,
20 but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 246,
21 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, and any violation of the Industrial Welfare
22 Commission Wage Orders based on the aforementioned.

23 (b) The “Released Parties” means Defendants and their parents, subsidiaries,
24 affiliates, owners, predecessors, successors, and associated organizations, past and present, and each
25 of their respective trustees, directors, officers, agents, joint employers, attorneys, managing agents,
26 employees, contractors, insurers, representatives, assigns, all persons acting by, through, under, or
27 in concert with any of them, and/or all persons acting on behalf of them.

1 7. As of the date that Defendants fully fund the Gross Settlement Amount, by operation
2 of this Final Judgment, the Plaintiff, the State of California on behalf of all Aggrieved Employees,
3 and each “Aggrieved Employee” has released the Released Parties from the “Released PAGA
4 Claims” for the “PAGA Period” as set forth in the Agreement. Plaintiff, the Aggrieved Employees,
5 and the State of California are bound by the Agreement, the Order Granting Final Approval of Class
6 Action and PAGA Settlement, and this Final Judgment. Plaintiff, the Aggrieved Employees, and
7 the State of California are enjoined from prosecuting the Released PAGA Claims and from initiating
8 or continuing other proceedings regarding the Released PAGA Claims.

9 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

10 (a) The “Aggrieved Employees” are defined as all current and former non-
11 exempt employees who worked for Defendants World Courier Inc. and World Customs Brokerage,
12 Inc. at any time within the State of California during the PAGA Period.

13 (b) The “PAGA Period” is defined as the period from November 1, 2022, through
14 February 1, 2025.

15 (c) The Released PAGA Claims are defined as all claims for PAGA civil
16 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
17 operative complaint in the Action and/or Plaintiff's PAGA notices to the Labor and Workforce
18 Development Agency (“LWDA”), arising during the PAGA Period, including, but not limited to,
19 claims based on the failure to pay wages, including minimum wages, straight time wages, overtime
20 wages, sick pay, and premium pay, failure to provide compliant meal periods and associated
21 premium pay, failure to provide compliant rest periods and associated premium pay, failure to
22 include all remuneration into the calculation of the regular rate of pay, failure to provide compliant
23 wage statements, failure to timely pay wages during employment, failure to timely pay wages upon
24 termination of employment, failure to reimburse for necessary business-related expenses, any
25 violation of the California Labor Code based on the aforementioned, including, but not limited to,
26 California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 510, 512, 558, 1194,
27 1197, 1197.1, 1198, and 2802, and any violation of the Industrial Welfare Commission Wage Orders
28 based on the aforementioned.

9. This Court hereby grants final approval and awards the following: (i) the Class Counsel Fees Payment of Three Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$316,666.67) (one-third of the Gross Settlement Amount) and the Class Counsel Litigation Expenses Payment in the amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00), for a combined total of Three Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$346,666.67); (ii) the Class Representative Service Payment to Plaintiff Rachael Liebrecht of Ten Thousand Dollars and Zero Cents (~~\$10,000.00~~ ^{\$7,500.00}); (iii) Administration Expenses Payment of Seven Thousand and Fifty Dollars and Zero Cents (\$7,050.00) to Apex Class Action LLC; and (iv) Thirty-Two Thousand Five Hundred Dollars and Zero Cents (\$32,500.00) (65% of the PAGA Penalties) to the LWDA ("LWDA PAGA Payment"); and Seventeen Thousand Five Hundred Dollars and Zero Cents (\$17,500.00) (35% of the PAGA Penalties) allocated to Aggrieved Employees ("Individual PAGA Payments").

10. Plaintiff shall give notice of this Judgment to the LWDA within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(1)(3).

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: July 8, 2026


~~Hon. David S. Cunningham III~~
Judge, Superior Court for the State of California,
County of Los Angeles

Honorable Brue G. Iwasaki