

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jackland K. Hom (State Bar #327243)
jackland@zakaylaw.com
Rachel Newman (State Bar #350826)
rachel@zakaylaw.com
Jennifer Gerstenzang (State Bar #279810)
jenny@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Attorneys for Plaintiff RACHAEL LIEBREGT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

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] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 28, 2025

Time: 10:00 a.m.

Judge: Hon. David S. Cunningham III

Dept.: S11

1 This matter comes before the Honorable David S. Cunningham III of the Superior Court of the
2 State of California, in and for the County of Los Angeles, at 10:00 a.m. on October 28, 2025, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC, and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC as counsel for Plaintiff Rachael Liebrecht ("Plaintiff"), and Andrew P. Frederick, Esq. and
5 Michelle L. Quach, Esq., of Morgan, Lewis & Bockius LLP appearing for Defendants World Courier
6 Inc., and World Customs Brokerage, Inc. (hereinafter "Defendants"). The Court, having carefully
7 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
8 appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
9 Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
12 and Class Notice (hereinafter "Settlement Agreement" or "Agreement"), a true and correct copy of
13 which is attached to the Declaration of Jean-Claude Lapuyade, Esq. in Support of Plaintiff's Motion
14 for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. This is based on the
15 Court's determination that the Settlement Agreement is within the range of possible final approval,
16 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California
17 Rules of Court, rule 3.769.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement, and all
19 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

20 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
21 Defendants shall pay is Nine Hundred and Fifty Thousand Dollars and Zero Cents (\$950,000.00). It
22 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
23 reasonable as to all Class Members when balanced against the probable outcome of further litigation
24 relating to certification, liability, and damages issues. It further appears that investigation and research
25 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
26 positions. It further appears to the Court that settlement at this time will avoid substantial additional
27 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
28 prosecution of the litigation. It further appears that the Settlement has been reached as the result of

1 intensive, serious, and non-collusive arms-length negotiations.

2 4. The Court preliminarily finds that the Settlement appears to be within the range of
3 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
4 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
5 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
6 reasonable when balanced against the probable outcome of further litigation relating to certification,
7 liability, and damages issues.

8 5. Plaintiff seeks Attorneys' Fees in the amount of up-to one-third of the Gross Settlement
9 Amount, currently estimated at Three Hundred and Sixteen Thousand, Six Hundred Sixty-Six Dollars
10 and Sixty-Seven Cents (\$316,666.67), Litigation Expenses incurred not to exceed Thirty Thousand
11 Dollars and Zero Cents (\$30,000.00), and a proposed Class Representative Service Payment to Rachael
12 Liebrecht in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). While these
13 awards appear to be within the range of reasonableness, the Court will not approve the Attorneys' Fees,
14 Litigation Expenses, or Class Representative Service Payment until the Final Approval Hearing.

15 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
16 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
17 proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

19 "All current and former non-exempt employees who worked for Defendants
20 World Courier Inc. and World Customs Brokerage, Inc. in California at any
21 time between March 8, 2020, through February 1, 2025 (the "Class
22 Period")."

23 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
24 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
25 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
26 common questions of law and fact predominate, and there is a well-defined community of interest
27 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
28 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will

1 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
2 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
3 to act as counsel for the Class Representative in her individual capacity and as the representative of the
4 Class Members.

5 8. The Court provisionally appoints Plaintiff Rachael Liebregt as Class Representative.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
7 APC, and Shani Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

8 10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action
9 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the Agreement as
10 Exhibit “A”. The Court finds that the notice appears to fully and accurately inform the Class Members
11 and Aggrieved Employees of all material elements of the proposed Settlement, including the right of
12 any Class Member to be excluded from the Class by submitting a written request for exclusion, and of
13 each Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
14 distribution of the notices substantially in the manner and form set forth in the Agreement and this
15 Order meets the requirements of due process, is the most reasonable notice under the circumstances,
16 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
17 of the notice by first class mail, pursuant to the terms set forth in the Agreement.

18 11. The Court hereby appoints Apex Class Action, LLC as Administrator. Not later than
19 twenty (20) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants
20 shall provide to the Administrator the Class Data, including information regarding Class Members that
21 Defendants will in good faith compile from its records, including the Class Member’s full name, last-
22 known mailing address, Social Security number, and number of Class Period Workweeks and PAGA
23 Pay Periods. Within 14 calendar days after receiving the Class Data from Defendants, the Administrator
24 shall mail the Class Notice to all identified, potential Class Members via first class U.S. Mail using the
25 most current mailing address information available.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
28 Settlement as provided in the Notice by following the instructions for requesting exclusion from the

1 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
2 be postmarked or received by the Response Deadline which is 45 calendar days after the date the Class
3 Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than fourteen
4 (14) calendar days from the date of re-mailing of the Notices. Any such person who chooses to opt out
5 of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment under
6 the class portion of the Settlement and will not be bound by the class portion of the Settlement, or have
7 any right to object, appeal or comment thereon. However, even if an individual opts out of the class
8 portion of the Settlement, they will still be bound by the PAGA portion of the Settlement, including the
9 Released PAGA Claims. Class Members who have not requested exclusion shall be bound by all
10 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
11 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
12 individuals is not permitted and will be deemed invalid.

13 13. Any Class Member who has not opted out may appear at the final approval hearing and
14 may object or express the Class Member's views regarding the Settlement and may present evidence
15 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
16 by the Court as provided in the Notice. Class Members will have 45 calendar days from the date the
17 Administrator mails the Class Notice to postmark their written objections to the Administrator.

18 14. A hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA
19 Settlement and Plaintiff's Motion for Attorneys' Fees, Litigation Expenses, and Class Representative
20 Service Payment shall be held before this Court on _____ at _____ A.M./P.M. in
21 Department S11 of the Los Angeles County Superior Court to determine all necessary matters
22 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
23 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
24 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
25 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
26 to the Class; and to finally approve the Attorneys' Fees, Litigation Expenses, Class Representative
27 Service Payment, and the Administration Expenses Payment. All papers in support of the motion for
28 final approval and the motion for Attorneys' Fees, Litigation Expenses and Class Representative

1 Service Payment shall be filed with the Court and served on all counsel no later than 16 court days
2 before filing the Motion for Final Approval.

3 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
4 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
5 evidence of, or used against Defendants as an admission or indication in any way, including with
6 respect to any claim of any liability, wrongdoing, fault, or omission by Defendants or with respect to
7 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
8 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
9 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
10 in evidence as received as or deemed to be evidence for any purpose adverse to the Defendants,
11 including, but not limited to, evidence of a presumption, concession, indication or admission by
12 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

13 16. In the event the Settlement does not become effective in accordance with the terms of the
14 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
15 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
16 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
17 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
18 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
19 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

20 17. Pending final determination of whether the Settlement should be approved, the Class
21 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,
22 intervening in, instigating or in any way participating in the commencement or prosecution of any
23 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
24 any claims that are, or relate in any way to, the Release Class Claims, unless and until they submit a
25 timely request for exclusion pursuant to the Agreement.

26
27
28 ///

18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: _____

JUDGE OF THE SUPERIOR COURT