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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 FINAL
APPROVAL**

Date: July 8, 2026
Time: 10:00 a.m.

Judge: Hon. David S. Cunningham III
Dept.: 11

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. Zakay Law Group, APLC, and JCL Law Firm, APC appeared on
5 behalf of Plaintiff RACHAEL LIEBREGT ("Plaintiff"). Morgan, Lewis & Bockius LLP appeared
6 on behalf of Defendants WORLD COURIER INC. and WORLD CUSTOMS BROKERAGE, INC.
7 (collectively, "Defendants").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All terms used herein shall have the same meaning as defined in the
13 Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 24STCV05865,
16 entitled *Rachael Liebrecht v. World Courier Inc., et al.*, and over all Parties to this litigation,
17 including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On December 2, 2025, the Court granted preliminary approval of a class-wide
20 settlement. At this same time the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class, defined as all current and former non-exempt employees who worked
23 for Defendants within the State of California during the Class Period of March 8, 2020, through
24 February 1, 2025.

25 **Notice to the Class**

26 4. In compliance with the Preliminary Approval Order, the Notice Packet was
27 mailed by first class U.S. Mail to the Class Members at their last known addresses on January 5,
28 2026. Mailing of the Notice Packet to their last known addresses was the best notice practicable

1 under the circumstances and was reasonably calculated to communicate actual notice of the
2 litigation and the proposed settlement to the Class Members. The Court finds that the Notice Packet
3 provided fully satisfies the requirements of California Rules of Court, rules 3.766 and 3.769.

4 5. The Response Deadline for opting out or objecting was February 19, 2026.
5 There is an adequate interval between notice and deadline to permit Class Members to choose what
6 to do and act on their decision. Zero (0) Class Members objected. Zero (0) Class Members requested
7 exclusion.

8 **Fairness of the Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$950,000.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The settlement was reached through arms-length bargaining between
13 the parties. There is no evidence of any collusion between the parties in reaching the proposed
14 settlement.

15 b. The Parties' investigation and discovery have been sufficient to allow
16 the Court and counsel to act intelligently.

17 c. Counsel for all parties are experienced in similar employment class
18 action litigation and have previously settled similar class claims on behalf of employees claiming
19 compensation. All counsel recommended approval of the Settlement.

20 d. Zero (0) objections were received. Zero (0) requests for exclusion
21 were received.

22 e. The participation rate is high, at 100%. All Class Members will be
23 participating in the Settlement and will be sent settlement payments.

24 7. The consideration to be given to the Class Members under the terms of the
25 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
26 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
27 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would
28 ensue from continued prosecution of the Action.

8. The Agreement is finally approved as fair, adequate, and reasonable and in the best interests of the Settlement Class Members.

PAGA Penalties

9. The Agreement provides for PAGA Penalties in the amount of \$50,000.00. The Court has reviewed the PAGA Penalties and finds and determines that the PAGA Settlement and the allocation of \$32,500.00 to the Labor and Workforce Development Agency (“LWDA”) (“LWDA PAGA Payment”) and \$17,500.00 to the Aggrieved Employees (“Individual PAGA Payments”) is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56. The PAGA Settlement is approved pursuant to California Labor Code Section 2699(1)(2).

Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

10. The Agreement provides for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment in the amount of up to Three Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$346,666.67). Subject to Court approval, the Class Counsel Fees Payment consists of one-third (1/3) of the Gross Settlement Amount, or Three Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$316,666.67), and Class Counsel Litigation Expenses Payment of reimbursement of costs and expenses in the amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00).

11. A Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment in the amount of Three Hundred Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$346,666.67), comprised of Class Counsel Fees Payment in the amount of Three Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$316,666.67) and Class Counsel Litigation Expenses Payment of reimbursement of costs and expenses in the amount of Thirty Thousand Dollars and Zero Cents (\$30,000) is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested Class Counsel Fees Payment represents one-third (1/3) of the common fund, which is reasonable and at the low end of the range for fee awards in common fund cases and is supported by Class Counsel's lodestar.

1 **Class Representative Service Payment**

2 12. The Agreement provides for a Class Representative Service Payment of up
3 to \$10,000 for Plaintiff, subject to the Court's approval. The Court finds that the amount of \$10,000
4 is reasonable in light of the risks and burdens undertaken by Plaintiff in this class action litigation.

5 **Administration Expenses Payment**

6 13. The Agreement provides for an Administration Expenses Payment to be paid
7 in an amount not to exceed \$7,050.00. The Declaration of the Administrator provides that the actual
8 claims administration expenses are \$7,050.00. The amount of this payment is reasonable in light of
9 the work performed by the Administrator.

10 **II.**

11 **ORDERS**

12 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

13 1. The Class is certified for the purposes of settlement only. The Settlement
14 Class is hereby defined to include:

15 All current and former non-exempt employees who worked for Defendants within
16 the State of California during the Class Period.

17 2. There are 183 members of the Class. Every person in the Class who did not
18 opt out is a Participating Class Member. After providing Notice to the Class, there are zero (0)
19 Requests for Exclusion from the Settlement. The deadline for submitting a Request for Exclusion
20 from the Settlement was February 19, 2026.

21 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
22 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
23 this Order and the terms of the Agreement.

24 4. Defendants shall fund the Gross Settlement Amount in a single payment no
25 later than sixty (60) calendar days after the Effective Date. In exchange, the Class Members shall
26 release Defendants and the Released Parties as set forth in the Agreement from the Released Class
27 Claims and the Aggrieved Employees shall release the Released PAGA Claims.

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

15 b. 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 LWDA, arising during the
18 PAGA Period, including, but not limited to, claims based on the failure to pay wages, including
19 minimum wages, straight time wages, overtime wages, sick pay, and premium pay, failure to provide
20 compliant meal periods and associated premium pay, failure to provide compliant rest periods and
21 associated premium pay, failure to include all remuneration into the calculation of the regular rate
22 of pay, failure to provide compliant wage statements, failure to timely pay wages during
23 employment, failure to timely pay wages upon termination of employment, failure to reimburse for
24 necessary business-related expenses, any violation of the California Labor Code based on the
25 aforementioned, including, but not limited to, California Labor Code sections 201, 202, 203, 204,
26 210, 221, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, and any violation of
27 the Industrial Welfare Commission Wage Orders based on the aforementioned.

1 5. Class Counsel are awarded Class Counsel Fees Payment and Class Counsel
2 Litigation Expenses Payment in the amount of Three Hundred Forty-Six Thousand Six Hundred
3 Sixty-Six Dollars and Sixty-Seven Cents (\$346,666.67), comprised of Class Counsel Fees Payment
4 in the amount of Three Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven
5 Cents (\$316,666.67) and Class Counsel Litigation Expenses Payment of reimbursement of costs and
6 expenses in the amount of Thirty Thousand Dollars and Zero Cents (\$30,000). Class Counsel shall
7 not seek or obtain any other compensation or reimbursement from Defendants, Plaintiff, or members
8 of the Class.

9 6. The payment of the Class Representative Service Payment to Plaintiff in the
10 amount of \$10,000.00 is approved.

11 7. The payment of \$7,050.00 to the Administrator for the Administration
12 Expenses Payment is approved.

13 8. The PAGA Penalties of \$50,000 are hereby approved as fair, reasonable,
14 adequate, and adequately protect the interests of the public and the LWDA. Further, the Court finds
15 that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any fraud
16 or collusion.

17 9. Final Judgment is hereby entered in this action. The Final Judgment shall
18 bind each Participating Class Member.

19 10. Final Judgment shall also bind Plaintiff, the State of California on behalf of
20 all Aggrieved Employees, and all Aggrieved Employees, pursuant to the California Private
21 Attorneys' General Act ("PAGA").

22 11. The term "Aggrieved Employees" is hereby defined to include all current and
23 former **non-exempt** employees who worked for Defendants World Courier Inc. and World Customs
24 Brokerage, Inc. within the State of California at any time between November 1, 2022, through
25 February 1, 2025 (the "PAGA Period").

26 12. The Court further finds and determines that Class Counsel satisfied
27 California Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of
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1 claims arising under the Private Attorney General Act (“PAGA”) on May 28, 2025, and again on
2 June 9, 2026.

3 13. The Court orders Class Counsel to comply with California Labor Code §
4 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s
5 entry of this Order.

6 14. The Agreement is not an admission by Defendants, nor is this Final Approval
7 Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by
8 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
9 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
10 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
11 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
12 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
13 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
14 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
15 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
16 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
17 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
18 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
19 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
20 or issue preclusion or similar defense as to the claims being released by the Settlement.

21 15. Notice of entry of this Final Approval Order and Judgment shall be given to
22 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
23 of entry of this Final Approval Order and Judgment to individual Class Members, and the Final
24 Approval Order and Judgment shall be posted on Administrator’s website, as indicated in the Notice
25 Packet.

26 16. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
27 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
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1 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
2 connection with the distribution of settlement benefits.

3 17. The Court sets an Order to Show Cause Re: Compliance with the Terms of
4 the Settlement for _____ at ____ a.m. A joint status report and declaration from the
5 Administrator will be filed by seven days in advance of that date, advising the Court of the status of
6 the distribution of settlement.

7 18. If the Settlement does not become final and effective in accordance with the
8 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
9 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
10 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
11 be vacated.

12 **IT IS SO ORDERED.**

13
14 DATED: _____

Hon. David S. Cunningham III
JUDGE OF THE SUPERIOR COURT