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12 Attorneys for Plaintiffs and the Class

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ORANGE**

16 JUN C. LEE and IN YUNG KO, on behalf of
17 themselves and all others similarly situated,

18 Plaintiffs,

19 vs.

21 VERITY WIRELESS, INC., a Corporation,
22 and DOES 1 through 100, inclusive,

23 Defendants.

Case No. 30-2017-00950743-CU-OE-CXC

**ORDER AND JUDGMENT OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 1, 2019
Time: 10:00 a.m.
Location: CX105

Reservation Number: 73144421

1 This matter having come before this Court for hearing on November 1, 2019 at 10:00
2 a.m. on Plaintiffs JUN C. LEE's and IN YUNG KO's ("Named Plaintiffs") unopposed Motion
3 for Final Approval of Class Action Settlement, as set forth in the Parties' Joint Stipulation and
4 Settlement of Class Action Claims and Amendment Thereto ("Settlement Agreement"), pursuant
5 to the Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval
6 Order"), adequate notice having been given as required in the Order, and the Court having
7 considered all papers filed and proceedings had herein, and good cause appearing therefor, it is
8 ORDERED, ADJUDGED AND DECREED THAT:

9 The Court has jurisdiction over the subject matter of the action and all parties.

10 Based on a review of the papers submitted by Named Plaintiffs and a review of the
11 applicable law, the Court finds that the Gross Settlement Amount of \$392,500.00 and the terms
12 set forth in the parties' Settlement Agreement, as amended, are fair, reasonable, and adequate.
13 The Settlement Agreement, as amended, is hereby incorporated into this Order as though fully
14 set forth herein. Except as otherwise specified herein and for purposes of this Order, the terms
15 used in this Order have the meaning assigned to them in the Settlement Agreement and Notice of
16 Settlement of Class Action Lawsuit ("Class Notice").

17 The Court has determined that the Notice Packet provided to the Class pursuant to the
18 Preliminary Approval Order fully and accurately informed all Class Members of the material
19 elements of the proposed Settlement, constituted the best notice practicable under the
20 circumstances, and constituted valid, due and sufficient notice to all Class Members.

21 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
22 reasonable and adequate in all respects, determines that the Settlement was made in good faith
23 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
24 accordance with the terms of the Settlement Agreement. The Court further finds that the
25 Settlement was the result of arm's-length negotiations conducted after Class Counsel had
26 thoroughly and adequately investigated the claims and became familiar with the strengths and
27 weaknesses of those claims. In particular, the amount of monies allocated to the Class Members,
28 among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and

1 adequate. The amounts agreed to be paid by Defendant VERITY WIRELESS, INC.
2 (“Defendant”), including the Individual Payment Amounts to be paid to Settlement Class
3 Members as provided for by the Settlement Agreement, are fair and reasonable under the facts of
4 this case.

5 The Court hereby grants final approval of attorneys’ fees in the amount of \$130,833.33
6 that will be paid to (1) Diversity Law Group, P.C. in the amount of \$52,333.33; (2) Law Offices
7 of Choi & Associates in the amount of \$52,333.33; and (3) Law Offices of Alex Cha in the
8 amount of \$26,166.67.

9 The Court hereby grants final approval of attorneys’ costs in the amount of \$13,470.52 to
10 Class Counsel that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of
11 \$6,250.00 and (2) Law Offices of Choi & Associates in the amount of \$7,220.52.

12 The Court hereby grants final approval of an enhancement award in the amount of
13 \$5,000.00 to each Named Plaintiff, in addition to their Individual Payment Amount as a
14 Settlement Class Member, for their time and effort serving as the Class Representatives.

15 The Court also hereby approves payment of \$8,000.00 to Phoenix Settlement
16 Administrators, the appointed Settlement Administrator, for the services it has rendered and will
17 render in administering the Settlement as described more fully in the Settlement Agreement.

18 Pursuant to California Labor Code Section 2698, *et seq.*, the Court also hereby approves
19 payment of \$3,750.00 to the California Labor & Workforce Development Agency (“LWDA”) as
20 payment for penalties under the Private Attorneys General Act (“PAGA”). The \$3,750.00
21 payment constitutes the 75% allocation to the LWDA of the total amount of \$5,000.00 allocated
22 to PAGA penalties.

23 The Court hereby finds that the Class Notice and all related documents have been mailed
24 to all Class Members as previously ordered by the Court, and that such Class Notice fairly and
25 adequately described the terms of the proposed Settlement Agreement, the manner in which
26 Class Members could object to or participate in the Settlement, and the manner in which Class
27 Members could opt out of the Class; was the best notice practicable under the circumstances;
28 was valid, due and sufficient notice to all Class Members; and complied fully with California

1 Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a
2 full and fair opportunity has been afforded to Class Members to participate in the proceedings
3 convened to determine whether the proposed Settlement Agreement should be given final
4 approval. Accordingly, the Court hereby determines that all Class Members who did not file a
5 timely and proper request to be excluded from the Settlement are bound by this Order.

6 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
7 Class, Named Plaintiffs, and Defendant. The Court further finds that the Settlement is the
8 product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between
9 the Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
10 involvement of an experienced mediator, and all Settlement Class Members, and confers a
11 significant financial benefit to the Class commensurate with the likely recovery if Named
12 Plaintiffs prevailed at trial and the risks of continued litigation. The Court further finds that the
13 Settlement Agreement is consistent with public policy, and fully complies with all applicable
14 provisions of law, including the provisions of California Code of Civil Procedure section 382
15 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of Defendant's
16 defenses, the amounts paid under the Settlement, the allocation of settlement proceeds among the
17 Settlement Class Members and the fact that a settlement represents a compromise of the Parties'
18 respective positions rather than the result of a finding of liability at trial all support the Court's
19 decision granting final approval. The following factors also support the decision granting final
20 approval: the risk, expense, complexity and likely duration of further litigation; the risk of
21 attaining and maintaining class action status throughout the proceedings; and the extent of
22 discovery completed and the stage of the proceedings.

23 The reaction of the Class Members to the proposed Settlement further supports the
24 Court's decision granting final approval. There are no requests for exclusion from the
25 Settlement. Also, no objections have been submitted to the Settlement by any of the Class
26 Members.

27 Phoenix Settlement Administrators shall calculate and administer from the Maximum
28 Gross Settlement Amount the following, all of which shall be deducted from the \$392,500.00

1 Gross Settlement Amount: Settlement Class Awards to be made to the Settlement Class
2 Members; Attorney's Fees and Expenses Payment to Class Counsel; Enhancement Payment to
3 the Named Plaintiffs; and PAGA payment to the LWDA. Phoenix Settlement Administrators is
4 hereby directed to mail the Individual Payment Amounts and take all other actions in furtherance
5 of the settlement administration as specified in the Settlement Agreement.

6 The releases, waivers, and covenants not to sue by the Named Plaintiffs, as set forth in
7 the Settlement Agreement and in the Class Notice, are approved and are hereby incorporated by
8 reference and made a part of this Order as though fully set forth herein. As more specifically set
9 forth in the Settlement Agreement, by operation of the entry of this Order and Judgment and
10 pursuant to the Settlement, Named Plaintiffs waive and release the Released Claims as set forth
11 in the Settlement Agreement, which are barred pursuant to this Order and Judgment.

12 The releases and waivers by the Class Members, as set forth in the Settlement Agreement
13 and in the Class Notice, are approved and are hereby incorporated by reference and made a part
14 of this Order as though fully set forth herein. As more specifically set forth in the Settlement
15 Agreement, by operation of the entry of this Order and Judgment and pursuant to the Settlement,
16 Class Members waive and release the Released Claims as set forth in the Settlement Agreement.

17 By means of this Final Approval Order, final judgment is entered, as defined in section
18 577 of the California Code of Civil Procedure, binding each Settlement Class Member and
19 operating as a full release and discharge of Released Claims. All rights to appeal this Order or
20 the Judgment have been waived except as specifically permitted in the Settlement Agreement.

21 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
22 obligations under the Settlement or under this Order.

23 Settlement Class Members shall have 180 days from the date of issuance of the check to
24 negotiate the check. Funds represented by Individual Settlement Payment checks returned as
25 undeliverable and Individual Settlement Payment checks remaining uncashed for more than 180
26 days after issuance will be tendered to the Legal Aid at Work.

27 A compliance hearing is set for July 31, 2020 at 10:00 a.m. in Department CX105 of the
28 above-referenced Court. At least 14 days prior to the compliance hearing, the Settlement

1 Administrator will provide a written declaration under oath to certify the total amount that was
2 paid to all class members and ensure that distribution of the uncashed funds be tendered to Legal
3 Aid at Work.

4 Plaintiffs must submit an Amended Judgment as required by CCP §384(b), which
5 provides: “After the report is received, the court shall amend the judgment to direct the defendant
6 to pay the sum of the unpaid residue or unclaimed or abandoned class member funds, plus any
7 interest that has accrued thereon, to nonprofit organizations or foundations...”


8 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
9 and continuing jurisdiction over the action and the Parties for purposes of supervising the
10 implementation, enforcement, construction, administration and effectuation of the Settlement
11 Agreement.

12 The Parties and Phoenix Settlement Administrators are hereby ordered to implement and
13 comply with the terms of the Settlement Agreement.

14 Notice of entry of this Order and Judgment will be available on the Settlement
15 Administrator’s website.

16 **IT IS SO ORDERED AND ADJUDGED.**

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18 Dated: **November 1, 2019**

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21 HONORABLE RANDALL J. SHERMAN
22 JUDGE OF THE SUPERIOR COURT OF ORANGE
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