AARON C. GUNDZIK (State Bar No. 132137) REBECCA G. GUNDZIK (State Bar No. 138446) GARTENBERG GELFAND HAYTON LLP 15260 Ventura Blvd., Suite 1920 Sherman Oaks, CA 91403 Telephone: (213) 542-2100 Facsimile: (213) 542-2101 MARSHALL A. CASKEY (State Bar No. 65410) DANIEL M. HOLZMAN (State Bar No. 176663) N. CORY BARARI (State Bar No. 295306) CASKEY & HOLZMAN 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775 Attorneys for Plaintiff Sam Yoo, individually and on behalf of all others similarly situated SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES SAM YOO, individually and on behalf of all others similarly situated, Plaintiff. VS. NGL TRANSPORTATION, LLC, an Arizona limited liability company; SHANG-IL ROH, an individual; and DOES 1 through 25, Defendants. RECEIVED **LOS ANGELES SUPERIOR COURT** OCT 08 2019

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FILED Superior Court of California County of Los Angeles

JAN 15 2020

Sherri R. Caron Mondes deputy deputy CALFREDO MORALES

Case No.: BC682160

Assigned to Hon. Amy D. Hogue, SSC-7

PROPOSITION ORDER:

- (1) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT;
- (2) CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES ONLY:
- (3) APPROVING THE NOTICE OF SETTLEMENT: AND
- (4) SETTING A HEARING ON **MOTION FOR FINAL** APPROVAL OF CLASS **ACTION SETTLEMENT**

Date: January 15, 2020 Time: 10:00 a.m. Dept.: SSC-7

Case Filed: November 7, 2017

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I. LOVO

On January 15, 2020, in Department 7 of the above-entitled court, the Motion for Preliminary Approval of Class Action Settlement of Plaintiff Sam Yoo, individually and on behalf of all others similarly situated ("Plaintiff"), came on for hearing. Plaintiff and Defendants NGL Transportation, LLC and Shang-Il Roh were represented by counsel.

The Court, having considered the motion, the Declaration of Aaron Gundzik, the Declaration of the settlement administrator, the Stipulation of Class Action Settlement ("Stipulation" or "Settlement Agreement") executed by the parties, as well as the Notice of Proposed Class Action Settlement ("Notice of Settlement") attached as Exhibit "1" hereto, makes the following findings:

- 1. The parties to this action are Plaintiff Sam Yoo, individually and on behalf of all others similarly situated ("Plaintiff") and Defendants NGL Transportation, LLC and Shang-Il Roh. Plaintiff seeks to represent a class of all persons who worked as drivers for Defendants using company-owned trucks from November 7, 2013 through July 23, 2019.
- 2. After participating in an arms-length mediation, Plaintiff and Defendants have agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks to represent. The terms of the proposed settlement are fully set forth in the Settlement Agreement (included as Exhibit 1 to the Declaration of Aaron C. Gundzik in support of Plaintiff's motion for preliminary approval).
 - 3. The terms of the proposed settlement include the following:
- a. The proposed Class consists of all persons who worked as truck drivers for Defendants and drove company-owned trucks in California during the Class Period.
 - b. "Class Period" means November 7, 2013 through July 23, 2019.
- c. In settlement, Defendant will pay the gross amount of \$330,000. From the gross settlement amount, the parties propose to deduct fees for settlement administration costs, not to exceed \$8,000, a Service and Release Award to Plaintiff Sam Yoo in the amount of \$10,000, Class Counsel's reasonable and actual costs, not to exceed \$18,000, Class counsel's attorneys' fees as approved by the Court, but not to exceed

\$110,000, a payment to the California Labor and Workforce Development Agency ("LWDA") of \$7,500 (which is 75% of the \$10,000 that the parties have allocated toward settlement of Plaintiffs' cause of action for recovery of civil penalties under the California Labor Code Private Attorneys General Act ("PAGA").

- d. The amount remaining, after deductions approved by the Court, will be distributed to individual class members, who do not exclude themselves from the settlement, in accord with the formula specified in the Settlement Agreement.
- 4. The Parties propose that notice of this proposed settlement be sent to all Class members by regular mail and that class members shall have sixty (60) days to opt out of or object to the settlement.
- 5. The proposed class counsel are experienced and in their view, the proposed settlement is fair and reasonable.
 - 6. The proposed settlement is fair and reasonable to class members.
- 7. The notice procedure set forth in the Settlement Agreement will adequately notify the class of the settlement and of their right to opt out or object.
- 8. The Settlement Agreement and Notice of Settlement include a proposed release which will bind those class members who do not opt out of the Class.

Based upon the foregoing, IT IS HEREBY ORDERED THAT:

- 1. The motion is granted.
- 2. The class action settlement, as set forth in the Settlement Agreement, is preliminarily approved pursuant to Rules of Court 3.766 and 3.769.
- 3. The proposed class is provisionally certified as an opt-out class action under section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this matter, with the class defined as specified above and in the Settlement Agreement.
- 4. Plaintiff Sam Yoo is appointed as the class representative for the provisionally-certified class.
- 5. Aaron C. Gundzik and Daniel Holzman are appointed as Class counsel for the provisionally-certified class.

- 6. Phoenix Class Administration Solutions is approved as the Settlement Administrator.
- 7. The Notice of Settlement, substantially in the form attached hereto as Exhibit 1, is approved and the Settlement Administrator is authorized to send the Notice of Settlement to the provisionally-certified class.
- 8. The Court directs the settlement administrator to mail the Notice of Settlement to the class members in a manner consistent with the Settlement Agreement.
- The Court preliminarily approves of the class release in the Settlement
 Agreement.
- 10. The Court directs that any and all objections to the Settlement be sent to the Settlement Administrator and postmarked no later than sixty (60) calendar days after the Notice of Settlement is mailed or re-mailed.
- 11. The Court directs that all requests for exclusion must be sent to the Settlement Administrator and postmarked no later than sixty (60) calendar days after the Notice of Settlement is mailed or re-mailed.
- 13. The Court orders that the papers in support of the final approval of the settlement and Plaintiff's award of attorneys' fees and costs shall be filed by 15.

 2019. Court days prior.
- 14. The Settlement Administrator's declaration attesting to the mailing of the Notice of Settlement and providing information on requests for exclusion and objections shall be filed on _______, 2019. 15 court deep prior to hearing

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NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL You v. NGL Transportation, LLC, Los Angeles County Superior Court No. BC682160

If you worked as a driver for NGL Transportation, LLC in California, you may be entitled to receive money from a class action settlement.

The California Superior Court, County of Los Angeles authorized this notice.

This is not a solicitation from a lawyer.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Court has preliminarily approved a proposed settlement in a class action filed on behalf of persons who worked as drivers for NGL Transportation, LLC in California from November 7, 2013 through July 23, 2019. The proposed settlement will resolve all Released Claims (defined below) against NGL Transportation, LLC and Shang-II Roh ("Defendants"). A court hearing will be held on ______ at ____.m. to determine whether the settlement should receive the Court's final approval.

If you are a member of the settlement class, you will receive a settlement payment and will be bound by the terms of the release described below, unless you properly submit a timely Request for Exclusion from the settlement (described below). This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described below) no later than [60 days from mailing] otherwise you will be bound by the terms of the settlement.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because Defendants' records indicate that you are a member of the class. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all persons who have worked as drivers and drove company-owned trucks for NGL in California at any time during the Class Period. The Class Period is from November 7, 2013 to July 23, 2019.

3. DESCRIPTION OF THE ACTION

A former NGL employee ("Plaintiff") filed a class action against Defendants in the Los Angeles County Superior Court on November 7, 2013 (the "Action"). In the Action, the Plaintiff alleges claims for: (1) failure to pay wages earned, (2) failure to pay overtime in violation of Labor Code section 510, (3) failure to provide meal periods and rest breaks in violation of the IWC Wage Order and Labor Code sections 226.7 and 512(a), (4) failure to provide compliant wage statements in violation of Labor Code section 226, (5) failure to pay unpaid wages at time of discharge in violation of Labor Code sections 201 and 202, (6) failure to reimburse for necessary expenditures in violation of Labor Code section 2802, (7) unfair business practices in violation of Business & Professions Code sections 17200, et seq., and (8) recovery of civil penalties pursuant to Labor Code sections 2698-2699.5 ("PAGA").

Defendants deny all of the Plaintiff's claims. Among other things, Defendants contend that all employees have been properly compensated and that Defendants complied with all applicable federal and California labor laws.

The Court has made no rulin	ig on the merits of	the al	leged clain	is or the	defenses	asserted b	by Defendants.	The	Court has
preliminarily approved the pr	roposed settlement.	The (Court will o	lecide w	hether to	give final:	approval to the	settl	ement at a
hearing scheduled for	, 2019 at	.m.	(the "Fina	l Approv	al Hearin	g**).			

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing the class ("Class Counsel") are:

Daniel M. Holzman Aaron C. Gundzik Rebecca Gundzik CASKEY & HOLZMAN GARTENBERG GELFAND HAYTON LLP 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 15260 Ventura Blvd., Suite 1920 Sherman Oaks, CA 91403 Telephone: (818) 657-1070 Telephone: (213) 542-2100 Facsimile: (818) 297-1775 Facsimile: (213) 542-2101 DHolzman@caskeyholzman.com AGundzik@gghslaw.com RGundzik@gghslaw.com

Attorneys representing Defendants are:

Stella K. Park	S. Young Lim
LAW OFFICES OF PARK & ZHENG	PARK & LIM
6 Venture, Suite 270	3530 Wilshire Boulevard, Suite 1300
Irvine, CA 92618	Los Angeles, California 90010

5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can also obtain a copy of the Settlement Agreement from Class Counsel (see contact information in Section 4 above) or review it on the following website: www.______.

Defendants have agreed to pay \$330,000.00 to settle any and all obligations for the claims covered by the Settlement. This amount is called the Gross Settlement Amount. The Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, service and release awards to the Plaintiff, and funds owed to the state of California in settlement of penalties. All of these payments will be deducted from the Gross Settlement Amount. The remaining amount (called the Net Settlement Amount) will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

- (a) Attorneys' Fees and Costs: Class Counsel have worked on this matter without compensation and have advanced funds to pay for expenses necessary to prosecute the class action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$110,000 to compensate them for their work on the case, plus their reasonable costs and expenses incurred in the litigation not to exceed \$18,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount.
- (b) <u>Service and Release Award</u>: The Plaintiff is requesting a Service and Release Award not to exceed \$10,000, in addition to the amount that he will receive as a member of the class, to compensate him for undergoing the burden and expense of bringing and prosecuting the action, and for the broader release of claims he is required to execute. Subject to court approval, the Service and Release Award will be deducted from the Gross Settlement Amount.
- (c) <u>Settlement Administration Costs</u>: The Settlement Administrator, Phoenix Class Administration Solutions has advised the parties that the settlement administration costs will not exceed \$8,000. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.
- (d) <u>Payment to State of California</u>: A total of \$10,000 of the Gross Settlement Amount will be allocated to settle allegations that Defendants owe penalties to the state for alleged violations of the California Labor Code. Of this amount, \$7,500 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). Subject to court

approval, the \$7,500 payment to the LWDA will also be deducted from the Gross Settlement Amount. The other 25%, which is \$2,500, will be distributed to class members as part of the Net Settlement amount discussed below.

(e) Payments to Settlement Class Members: The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the individual's number of Qualifying Work Weeks by the total number of all participating Class Members' Qualifying Work Weeks and multiplying that fraction by the Net Settlement Amount.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Defendant's records, you worked a total of ___Qualifying Work Weeks during the Class Period. Under the settlement, you will receive approximately \$____. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, service and release awards to Plaintiffs, payment to the LWDA, and disputes by other class members regarding the number of Qualifying Work Weeks worked during the Class Period.

To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.

7. PAYMENT SCHEDULE

The Settlement Stipulation provides that Defendants will pay the \$330,000 Gross Settlement Amount in 24 monthly payments beginning on August 30, 2019 and ending on July 30, 2021. If these payments are all timely made, settlement payments to class members will be made in two installments as follows: (1) approximately 50% in August 2020 and (2) approximately 50% in August 2021.

You will have 180 days after the Settlement Administrator mails each settlement check to cash it; otherwise it will be voided and the amount of your settlement payment will be sent to the California State Controller's Office as unclaimed property in your name and you will need to contact that agency to obtain your funds. For tax purposes, one-third of your settlement payment shall be attributed to wages and reported on a W-2 form; one-third as penalties; and one-third as interest. The amount of interest and penalties will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

Unless you submit a valid Request for Exclusion (described below), you will release Defendants NGL Transportation, LLC and Shang-Il Roh and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from all causes of action and factual or legal theories that were alleged in the Complaint or arise from facts alleged in the Complaint, including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. The time period governing these Released Claims shall be at any time from November 7, 2013 through July 23, 2019. Claims and damages that were not alleged in the Complaint and do not arise from the facts alleged in the Complaint are specifically excluded from the release.

9. YOUR OPTIONS

As a member of the class you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will be a member of the settlement class and will receive settlement payments, as described in Section 6, above. You will also be bound by the release of claims set forth in Section 8, above.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of Qualified Work Weeks identified for you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (Yoo v. NGL Transportation, LLC, BC682160). You must provide written documentation supporting the number of Qualified Work Weeks that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than [60 days from mailing]. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is [60 days from mailing]. A Request for Exclusion is a written statement unambiguously requesting to be excluded from the settlement class. The Request for Exclusion must include the case name (Yoo v. NGL Transportation, LLC, BC682160), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before the deadline, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8 above; however, you will <u>not</u> receive any money under the settlement. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Defendants.

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, you will be bound by all terms and conditions of the settlement if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you are a member of the settlement class who does not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objections to the Settlement Administrator at the address specified in Section 11 below. The deadline to postmark objections is [60 days from mailing]. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (Yoo v. NGL Transportation, LLC, BC682160).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will a receive a settlement payment and you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service
and release awards to the Plaintiffs, and Class Counsel's request for attorneys' fees and costs, and other issues will be held
on, 2019 at,m., in Department 7 of the Los Angeles County Superior Court, Spring Street Courthouse,
located at 312 N. Spring Street, Los Angeles, CA 90012. You may attend the Final Approval Hearing and be heard even if
you do not submit an objection to the settlement. The Final Approval Hearing may be continued to another date without
further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement
Administrator to confirm the date and time.

11. NON-RETALIATION

Defendants will not retaliate or take any adverse action against a class member for participating in the settlement.

12. ADDITIONAL INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, Spring Street Courthouse, Department 7, located at 312 N. Spring Street, Los Angeles, CA 90012. You may also review the settlement agreement and other documents on-line at www._____ or you may contact the Settlement Administrator as follows:

Phoenix Class Administration Soluti	ions
Telephone:	
Facsimile:	
Email:	
Website:	

You may also contact Class Counsel at the address and telephone number provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 15260 Ventura Blvd., Suite 1920, Sherman Oaks, California 91403.

On October 8, 2019, I served the following document described as

- [PROPOSED] ORDER

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

PLEASE SEE ATTACHED SERVICE LIST

			- Standard Louis Stan			
() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.			() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (213) 542-2101. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.			
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.			(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated August 27, 2018 to the names and email addresses listed on the Service List attached hereto.			
(X)	STATE	I declare under penalty of that the above is true and co	perjury under the laws of the State of California orrect.			
()	FEDERAL	I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.				
(X)	EXECUTED	on October 8, 2019, at She	Nicole Saldzar			

Electronic Service List

Case!

Yoo, et al. v. NGL Transportation, LLC

Case Info:

BC682160, Los Angeles Superior Court

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Representing: Sam Yoo, individually and on behalf of all others

similarly situated

Representing: Sam Yoo, individually and on behalf of all others

similarly situated

Representing: NGL Transportation, LLC

Shang Il Roh

Representing: NGL Transportation, LLC

Shang II Roh