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Attorneys for Plaintiff Charlotte Groce and other similarly situated persons

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

CHARLOTTE GROCE, on behalf of  
herself and all others similarly situated

Plaintiff,

v.

BAUER'S INTELLIGENT  
TRANSPORTATION, INC., a California  
corporation and DOES 1-20, inclusive,

Defendants.

Case No. BC687897

Assigned for All Purposes to:  
*The Hon. Carolyn B. Kuhl*  
Dept.: SSC-12

**NOTICE OF ENTRY OF JUDGMENT**

Complaint Filed: December 22, 2017  
Trial Date: None Set

1  
2 Paul Lee [SBN 280982]  
3 **LAW OFFICES OF PAUL J. LEE**  
4 2161 W. 182nd Street, Suite 204  
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Attorneys for Plaintiff Charlotte Groce and other similarly situated persons

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:**

2 **PLEASE TAKE NOTICE** that on August 10, 2020, the Honorable Carolyn B. Kuhl in  
3 Department SSC-12 of the Los Angeles County Superior Court granted final approval of the  
4 class action settlement in this action and issued Judgment.

5 Attached hereto as **Exhibit A** is a true and correct copy of the Order of Final Approval  
6 and Judgment.

7  
8 DATED: August 18, 2020

**VERUM LAW GROUP, APC**

9  
10 By:  \_\_\_\_\_

11 Sam Kim

12 Attorney for Plaintiff Charlotte Groce  
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# Exhibit A

VIA FAX

**FILED**  
Superior Court of California  
County of Los Angeles

AUG 10 2020

Sherri R. Carter, Executive Officer/Clerk of Court  
By *[Signature]*, Deputy  
Lori M'Greene

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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Defendants.

Case No. BC687897

Assigned for All Purposes to:  
*The Hon. Carolyn B. Kuhl*  
Dept.: SSC-12

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS' FEES AND COSTS**

Hearing Date: March 19, 2020  
Time: 10:00 a.m.

Complaint Filed: December 22, 2017  
Trial Date: None Set

**RECEIVED**  
LOS ANGELES SUPERIOR COURT  
FEB 27 2020  
S. DREW

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION  
FOR ATTORNEYS' FEES AND COSTS**

1           This matter came on for hearing on March 19, 2020, at 10:00 a.m., in Department SSC-  
2 12 of the above-entitled Court located at 312 North Spring Street, Los Angeles, CA 90012, on  
3 the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and  
4 Costs (collectively, "Motions"). Plaintiff Charlotte Groce ("Plaintiff") appeared through her  
5 attorneys of record. Defendant Bauer's Intelligent Transportation, Inc. ("Defendant") appeared  
6 through its counsel of record.

7           Having fully reviewed and considered the Motions and moving papers, and having  
8 analyzed the Amended Joint Stipulation Re: Settlement of Class Action ("Settlement  
9 Agreement") attached as Exhibit A to the Declaration of Sam Kim filed concurrently with the  
10 Motions, and the record and proceedings herein, having determined that the Settlement is fair,  
11 adequate, and reasonable, and otherwise being fully informed, the Court finds, concludes, and  
12 hereby orders as follows:

13           1.     This Order Granting Final Approval of Class Action Settlement incorporates by  
14 reference the definitions set forth in the Settlement Agreement, attached as Exhibit "A" to the  
15 Declaration of Sam Kim filed with the Motions, and all terms used herein shall have the same  
16 meanings as set forth in the Settlement Agreement.

17           2.     The Court hereby approves the terms set forth in the Settlement Agreement and  
18 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in the  
19 best interests of the Class, and directs the Parties to effectuate the Settlement Agreement  
20 according to its terms. The Court has jurisdiction over the subject matter of this proceeding and  
21 over all Parties to this proceeding, including Class Members.

22           3.     The Court certifies the Class under California Code of Civil Procedure section  
23 382 for purposes of settlement only based on the reasons set forth in this Order, and defined as  
24 follows:

25           All current and former non-exempt drivers, who worked for Defendant in  
26 Southern California at any time during December 22, 2013 to August 31, 2015.

26           4.     Each Participating Class Member will fully and finally release and discharge  
27 Bauer's Intelligent Transportation, Inc. and all of its present, past and future subsidiaries,  
28 affiliates, parents, indirect-subsiidiaries, indirect-parents, and attorneys and each of their

1 company-sponsored employee benefit plans, and their respective successors and predecessors in  
2 interest, all of their respective officers, directors, employees, members, administrators,  
3 fiduciaries, trustees, beneficiaries and agents, and each of their past, present, and future officers,  
4 directors, shareholders, owners, members, employees, agents, principals, heirs, representatives,  
5 accountants, auditors, consultants, insurers and reinsurers (the "Released Parties") from the  
6 "Released Claims."

7 5. The "Released Claims are defined as: "all claims alleged in the Complaint, or  
8 which could have been alleged based on the facts in the Complaint."

9 6. In addition to the Released Claims, Plaintiff acknowledges that she is aware that  
10 her attorneys may hereafter discover claims or facts in addition to or different from those now  
11 known or believed to be true with respect to the subject matter of this Settlement Agreement  
12 and/or the Released Claims. Plaintiff hereby fully releases and forever discharges the Released  
13 Parties any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts,  
14 liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in  
15 law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected  
16 (exclusive of any workers compensation claims), including but not limited to: (1) the Action and  
17 any claims arising out of or related to the Action; (2) any claims for wrongful termination,  
18 discrimination, harassment, and/or retaliation; (3) any act, omission, or occurrence arising out  
19 of or related to Plaintiff's employment with Defendant occurring on and before the Final  
20 Effective Date of the Settlement; and (4) and any other form of relief or remedy of any kind,  
21 nature, or description whatsoever, whether premised on statute, contract, tort or other theory of  
22 liability under state, federal or local law. Plaintiff hereby agrees that, notwithstanding § 1542 of  
23 the California Civil Code, all claims that Plaintiff may have, known or unknown, suspected or  
24 unsuspected, are hereby released. California Civil Code section 1542 provides:

25 "A general release does not extend to claims which the creditor does not know or  
26 suspect to exist in his or her favor at the time of executing the release, which if  
27 known by him or her must have materially affected his or her settlement with the  
28 debtor."

1 Plaintiff expressly waives the provisions of §1542 with full knowledge and with the  
2 specific intent to release all known or unknown, suspected or unsuspected claims arising on or  
3 before the Effective Date of the Settlement, and therefore specifically waives the provisions of  
4 any statute, rule, decision or other source of law of the United States or of any state of the United  
5 States or any subdivision of a state which prevents release of unknown claims.

6 7. The distribution of the Notice of Proposed Class Action Settlement ("Class  
7 Notice") to the Class as set forth in the Settlement Agreement has been completed in conformity  
8 with the Preliminary Approval Order. The Class Notice provided adequate notice of the  
9 proceedings and about the case, including the proposed settlement terms as set forth in the  
10 Settlement Agreement. The Class Notice fully satisfied due process requirements. The Class  
11 Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members who  
12 could be identified through reasonable effort. As executed, the Class Notice was the best notice  
13 practicable under the circumstances. Class Members were afforded the opportunity to exclude  
14 themselves or object to the Settlement. No Class Member objected to the Settlement, and only  
15 one Class Member, Touraj Khalili submitted a valid request for exclusion.

16 8. The Court finds that the Settlement Agreement has been reached as a result of  
17 informed and non-collusive arms-length negotiations. Consummation of the Settlement in  
18 accordance with the terms and provisions of the Settlement Agreement is therefore approved.  
19 The Settlement Agreement shall be binding upon all Class Members except Class Member Touraj  
20 Khalili.

21 9. The Settlement Agreement is not an admission by Defendant, nor is this Order a  
22 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order,  
23 the Settlement Agreement, or any document referred to herein, or any action taken to carry out  
24 the Settlement Agreement, shall be construed or deemed to be an admission of liability,  
25 culpability, negligence, or wrongdoing on the part of Defendants.

26 10. The Gross Settlement Amount of Ninety Thousand Dollars and Zero Cents  
27 (\$90,000.00), plus Defendant's payment of the employer's share of taxes on the Gross Settlement  
28 amount allocated to wages paid to Participating Settlement Class Members, shall represent the



1 total consideration to be paid by Defendant Bauer's Intelligent Transportation, Inc. in connection  
2 with this Settlement. Defendant shall have no further liability for costs, expenses, interest, taxes,  
3 attorneys' fees, or for any other charge, expense, or liability, except as provided in the Settlement  
4 Agreement.

5 11. The Court hereby confirms that Plaintiff Charlotte Groce is approved as the Class  
6 Representative in this Action. The Court further awards a Service Award of \$5,000.00 to Plaintiff  
7 Charlotte Groce. The Service Award to the Class Representative shall be made in accordance  
8 with the terms of the Settlement Agreement.

9 12. The Court hereby approves Sam Kim of Verum Law Group, APC as Class  
10 Counsel, and awards attorneys' fees in the amount of \$30,000.00 and for costs in the amount of  
11 \$11,204.29. These amounts shall be final payment for and completely satisfy any and all  
12 attorneys' fees and costs incurred by and/or owed to Class Counsel. The Court finds that Class  
13 Counsel's requested attorneys' fees and costs *in light of the benefit provided to the Class.* fall within the range of reasonableness. The

14 payment of fees and costs to Class Counsel shall be made in accordance with the Settlement  
15 Agreement. *Plaintiffs' counsel have substantiated their request for*  
*reasonable costs.*

16 13. The Court further approves the payment of \$4,500.00 to Phoenix Settlement  
17 Administrators for the fees and costs of administering the Settlement as set forth in the Settlement  
18 Agreement. The payment authorized by this paragraph shall be paid in accordance with the terms  
19 of the Settlement Agreement.

20 14. The Settlement Administrator shall promptly calculate and mail the checks to  
21 those Class Members who have not properly opted out and cause to be paid attorneys' fees, costs,  
22 and Service Award as approved by the Court and in accordance with the terms of the Settlement  
23 Agreement. A Class Member must cash his or her Check within One Hundred Twenty (120)  
24 days after it is mailed to him or her. Any Check that is not negotiated within One Hundred  
25 Twenty (120) days of mailing to a Participating Settlement Class Member, or that is  
26 undeliverable, shall be distributed to the Legal Aid Foundation of Los Angeles, *together with any interest on deposit of funds.* The Court finds  
27 that there is good cause pursuant to Code of Civil Procedure section 384 to transmit unclaimed  
28 funds in this manner.

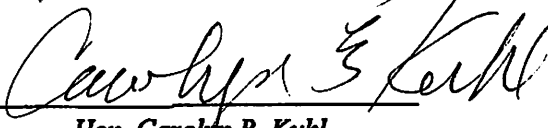
1           15.     The Parties agree that, upon final approval of the Settlement, the Court shall enter  
2 Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the  
3 construction, interpretation, implementation and enforcement of the Settlement Agreement  
4 according to its terms, and over the administration and distribution of the settlement proceeds.

5           16.     The Order shall be entered pursuant to the Settlement Agreement and is intended  
6 to effectuate the settlement as more fully described in the Settlement Agreement. In the event  
7 that the Settlement does not become effective in accordance with the terms of the Settlement  
8 Agreement, then this Order shall be rendered null and void to the extent provided by and in  
9 accordance with the Settlement Agreement and shall be vacated.

10          17.     The court sets a Final Report Hearing for \_\_\_\_\_, 2020 at  
11 \_\_\_\_\_ a.m./p.m., to confirm that distribution efforts are fully completed, including the  
12 distribution of uncashed Class Member checks to the designated entities after 120 days, that the  
13 Settlement Administrator work is complete, and that the court's file thus may be closed. All  
14 supporting papers must be filed at least two weeks before the Final Report Hearing date.

15 **IT IS SO ORDERED.**

16 <sup>July.</sup>  
DATED: March 10, 2020

  
Hon. Carolyn B. Kuhl  
Judge of the Superior Court

21                     On March 22, 2021 Counsel shall file the  
22 Final Report of the Administrator and shall  
23 file a [Proposed] Amended Judgment in  
24 accordance with CCP 384.5. The Court  
25 sets a non-appearance case review for  
26 to review these documents  
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**COPY**

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

AUG 10 2020

Sherri R. Carter, Executive Officer/Clerk of Court  
By: *Lori M'Greene*, Deputy  
Lori M'Greene

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

CHARLOTTE GROCE, on behalf of  
herself and all others similarly situated

Plaintiff,

v.

BAUER'S INTELLIGENT  
TRANSPORTATION, INC., a California  
corporation and DOES 1-20, inclusive,

Defendants.

Case No. BC687897

Assigned for All Purposes to:  
*The Hon. Carolyn B. Kuhl*  
Dept.: SSC-12

~~PROPOSED~~ JUDGMENT

Hearing Date: March 19, 2020  
Time: 10:00 a.m.

Complaint Filed: December 22, 2017  
Trial Date: None Set

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**RECEIVED**  
LOS ANGELES SUPERIOR COURT

FEB 27 2020

S. DREW

[PROPOSED] JUDGMENT

**[PROPOSED] JUDGMENT**

Pursuant to the Order Granting Motion for Final Approval of Class Action Settlement ("Final Approval Order"), JUDGMENT IS HEREBY ENTERED AS FOLLOWS:

1. This Judgment is entered in accordance with and incorporates by reference the Court's Order Granting Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Costs on March 19, 2020 and the definitions in the Amended Joint Stipulation Regarding Settlement of Class Action attached as Exhibit A to the Declaration of Sam Kim in Support of Plaintiff's Motion for Final Approval of Class Action Settlement filed on February 27, 2020 ("Settlement Agreement" or "Settlement") and all terms defined therein shall have the same meaning as set forth in the Settlement Agreement. Pursuant to Rule 3.769 (h) of the California Rules of Court, the Court hereby enters judgment consistent with and expressly set forth in the Settlement Agreement in the above-entitled case for Plaintiff Charlotte Groce and Class Members, except as to Touraj Khalili, who submitted a valid Opt-Out Request to the Settlement.

2. Class Counsel shall file this Judgment, and provide the same to the Settlement Administrator, who shall post the Judgment on the Settlement Administrator's website (<http://www.phoenixclassaction.com/class-action-lawsuits/judgements/>) within seven (7) calendar days after Judgement. The Settlement Administrator shall post a copy of this signed judgment for sixty (60) calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court in order to provide notice to the Class Members of this Judgment.

3. The Class Members bound by this Judgment include "All current and former non-exempt drivers, who worked for Defendant in Southern California at any time during December 22, 2013 to August 31, 2015."

4. There was one valid opt out by Touraj Khalili to the Settlement Agreement.

5. The Individual Settlement Payments to Class Members shall be made from the Net Settlement Amount according to the terms of the Settlement Agreement. The Net Settlement Amount is equal to the Gross Settlement Amount of \$90,000.00 minus the following payments:

- 1           a. \$5,000.00 shall be paid to the class representative, Charlotte Groce;  
2           b. \$4,500.00 in settlement administration fees and costs shall be paid to Phoenix  
3           Settlement Administrator for the fees and costs of administering the Settlement;  
4           c. \$30,000.00 in attorney's fees shall be paid to Verum Law Group, APC ("Class  
5           Counsel");  
6           d. \$11,204.29 in costs shall be paid to Class Counsel;

7           6. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h)  
8 of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over  
9 this action, the Plaintiff, Class Members, and Defendant for the purposes of: (a) supervising  
10 the implementation, enforcement, construction, and interpretation of the Settlement  
11 Agreement, the Final Approval Order, and this Judgment; and (b) supervising distribution of  
12 amounts paid under this settlement.

13           7. The scope of the release for Class Members is as follows: "all claims alleged in  
14 the Complaint, or which could have been alleged based on the facts in the Complaint" from  
15 December 22, 2013 to August 31, 2015. ("Released Claims").

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1           8.     In addition, each Participating Class Member will fully and finally release and  
2 discharge Bauer's Intelligent Transportation, Inc. and all of its present, past and future  
3 subsidiaries, affiliates, parents, indirect-subsidaries, indirect-parents, and attorneys and each  
4 of their company-sponsored employee benefit plans, and their respective successors and  
5 predecessors in interest, all of their respective officers, directors, employees, members,  
6 administrators, fiduciaries, trustees, beneficiaries and agents, and each of their past, present,  
7 and future officers, directors, shareholders, owners, members, employees, agents, principals,  
8 heirs, representatives, accountants, auditors, consultants, insurers and reinsurers (the "Released  
9 Parties") from the "Released Claims."

10 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

11           *Aug. 10, 2020*  
12 DATED: ~~March~~, 2020

CAROLYN B. KUHL, JUDGE  
COMPLEX CIVIL LITIGATION

*Hon. Carolyn B. Kuhl*  
Judge of the Superior

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of  
5 eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite  
340, El Segundo, California 90245.

6 On August 18, 2020, I served the foregoing document(s), described as **NOTICE OF ENTRY**  
7 **OF JUDGMENT** interested parties in this action by placing ☐ the original ☒ a true copy thereof  
enclosed in sealed envelopes addressed as follows (or as addressed on the attached mailing list):

8 Attorneys for Defendant(s)

9 Michael F. McCabe

10 **Littler Mendelson, P.C.**

333 Bush Street, 34<sup>th</sup> floor

11 San Francisco, CA 94104

mmccabe@littler.com

12 Hovannes G. Nalbandyan

13 **Littler Mendelson, P.C.**

14 633 West Fifth Street, 63<sup>rd</sup> Floor

Los Angeles, CA 90071

15 hnalandyan@littler.com

16 Attorneys for Plaintiff

17 Paul Lee

**Law Offices of Paul J. Lee**

18 2161 W. 182<sup>nd</sup> Street, No. 204

Torrance, CA 90504

19 southbayworkcomp@gmail.com

20 ☒ **(CASE ANYWHERE)** Based on a court order or an agreement of the parties to accept service by  
21 electronic transmission using Case Anywhere, I caused the documents to be sent to the persons at the  
22 electronic notification addresses listed above (or on the attached service list). I did not receive,  
within a reasonable time after the transmission, any electronic message or other indication that the  
transmission was unsuccessful.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing  
24 is true and correct.

25 Executed on **August 18, 2020**, at El Segundo, California.

26 

27 \_\_\_\_\_  
28 Sam Kim