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16 Yeon Kang, Minh Han, Eun Su Jang,
17 James Moonseok Choi, and Dong Jin Kim

FILED
Superior Court of California
County of Los Angeles
08/11/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: T. Lewis Deputy

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES
13 CENTRAL DISTRICT – SPRING STREET COURTHOUSE
14

15 Scott Han, Mee Yeon Kang, Minh Han,)
16 individually and on behalf of all others,)
17 similarly situated,)
18 Plaintiff,)
19 v.)
20 New Connect Logistics, Inc., GD Trans,)
21 Inc., New Connect Transportation, Inc.,)
22 New Connect Freight, Inc., Man Youn, and)
23 Seo Kyoung Choi, and Doe One through and)
24 including Doe Ten,)
25 Defendants.)

Case No. 19STCV02681
~~PROPOSED~~ JUDGMENT
Hon. David S. Cunningham
Dept. SSC 11
Date: August 8, 2022
Time: 11:00 a.m.
Place: Dept. SSC 11
312 North Spring Street
Los Angeles, California 90012
Complaint filed: January 30, 2019
Trial date: None

26 Pursuant to the Order Granting the Motion for Final Approval of Class Action Settlement,
27 Incentive Awards, Attorney Fees, and Costs, it is hereby ORDERED, ADJUDGED, AND DECREED as
28 follows:

1 1. Judgment in this matter is entered in accordance with, and incorporates by reference the
2 findings of the Court’s Order Granting the Motion for Final Approval of Class Action Settlement and
3 the Parties’ Amended Class Action Settlement Agreement and Release of Claims (“Settlement
4 Agreement”). Unless otherwise provided herein, all capitalized terms used herein shall have the same
5 meaning as defined in the Settlement Agreement.

6 2. The Court finds that it has jurisdiction over the subject matter of the action and over all
7 parties to the action, including all members of the Settlement Class (defined as non-exempt salaried
8 employees of New Connect Logistics, Inc., GD Trans, Inc., New Connect Transportation, Inc., and/or
9 New Connect Freight, Inc., who worked at any time during the Class Period, January 30, 2015 through
10 and including March 31, 2020) and PAGA Members (defined as all Settlement Class Members who
11 worked during the PAGA Period, April 9, 2018 through and including March 31, 2020).

12 3. No Settlement Class Member opted out of the settlement.

13 4. All Settlement Class Members were given a full and fair opportunity to participate in the
14 approval hearing. Final Settlement Class Members have released and forever discharged the Defendants
15 for any and all claims pled or that could have been pled in the Class Action Complaint deriving from
16 and/or based on the facts alleged, arising out of or related to services to or work performed for
17 Defendants during the Class Period, including claims for wages, penalties, interest, attorneys’ fees
18 and/or costs. The release shall encompass all claims, causes of action or liability relating to alleged
19 violations of sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1198, 2802, 2698 *et seq.*
20 of the California Labor Code and section 17200 *et seq.* of the California Business and Professions Code.
21 The release shall include Man Youn, Seo Kyoung Choi, New Connect Logistics, Inc., GD Trans, Inc.,
22 New Connect Transportation, Inc., and New Connect Freight, Inc. and all of their parent, subsidiary,
23 affiliated and related companies and entities, as well as its/their officers, directors, investors, owners,
24 shareholders, employees, partners, agents, and attorneys, and any entities or partnerships with which
25 they are affiliated.

26 5. All PAGA Members have released and forever discharged the Defendants for any and all
27 claims for penalties under PAGA as disclosed in the LWDA Letter and that could have been premised
28 on the facts alleged in the Class Action Complaint. The release shall include Man Youn, Seo Kyoung

1 Choi, New Connect Logistics, Inc., GD Trans, Inc., New Connect Transportation, Inc., and New
2 Connect Freight, Inc. and all of their parent, subsidiary, affiliated and related companies and entities, as
3 well as its/their officers, directors, investors, owners, shareholders, employees, partners, agents, and
4 attorneys, and any entities or partnerships with which they are affiliated.

5 6. Without affecting the finality of the Judgment, the Court shall retain exclusive and
6 continuing jurisdiction over the above-captioned action and the parties, including all Final Settlement
7 Class Members, for purposes of enforcing the terms of the Judgment entered herein.

8 7. This document shall constitute a judgment for purposes of California Rules of Court,
9 Rule 3.769(h).

10 IT IS SO ORDERED, ADJUDGED, AND DECREED.

11
12 Dated: 08/11/2022

Judge of the Superior Court




David S. Cunningham III / Judge

PROOF OF SERVICE

I am attorney for the plaintiff(s) herein, over the age of eighteen years, and not a party to the within action. My business address is Law Office of Jonathan Ricasa, 15760 Ventura Boulevard, Suite 700, Encino, California 91436. On August 9, 2022, I served the within documents: **[PROPOSED] JUDGMENT.**

I caused a true and correct copy of the foregoing document(s) to be sent to the parties listed on the Electronic Service List maintained by Case Anywhere in the manner set forth in the Court's Order authorizing electronic service dated July 29, 2019.

I declare under penalty of perjury that the above is true and correct. Executed on August 9, 2022, at Encino, California.


Jonathan Ricasa

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