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GEORDYN BALCARCEL REYES AND
BRAYAN VALLE

FILED
Superior Court of California
County of Los Angeles
05/27/2026

David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

GEORDYN BALCARCEL REYES, an
individual, on behalf of himself and other
similarly situated, BRAYAN VALLE, an
individual, on behalf of himself and other
similarly situated

Plaintiffs,

vs.

SHOPIRISBASIC LOS ANGELES CORP, a
California Corporation; ECOMM Plus USA,
INC., a California Corporation;
SHOPIRISBASIC, INC., a California
Corporation; OFE USA CORP., a California
Corporation; YOUNG KIM, an individual;
KIL HO, an individual; and DOES 1 TO 50,

Defendants.

CASE NO.: 23STCV29972

[Assigned to Honorable Timothy P. Dillon,
Department 15]

**~~FIRST AMENDED PROPOSED~~ ORDER
GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: May 15, 2026
Time: 10:00 a.m.
Dept.: 15

Complaint Filed: December 7, 2023
Trial: None

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs Geordyn Balcarcel and Brayan Valle (“Plaintiffs”) and Shopirisbasic Los Angeles
3 Corp., Ecomm Plus USA, Inc., Shopirisbasic, Inc., OFE USA Corp., Young Kim, Kil Ho, IK
4 Wholesales Corp. and Ian Kim (collectively “Defendants”) have reached terms of settlement for a
5 putative class action.

6 Plaintiffs have filed a motion for preliminary approval of a class action settlement of the
7 claims asserted against Defendants in this action, memorialized in the FIRST AMENDED CLASS
8 ACTION AND PAGA SETTLEMENT AGREEMENT (see SUPPLEMENTAL DECLARATION
9 OF MATTHEW A. HAULK IN SUPPORT OF PLAINTIFFS’ MOTION FOR PRELIMINARY
10 APPROVAL OF CLASS ACTION SETTLEMENT [“Haulk Decl.”], at Exh. 1), filed with the court
11 on May 12, 2026. The FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT
12 AGREEMENT is referred to herein as the “Agreement.”

13 After reviewing the Agreement, the Notice process, and other related documents, and
14 having heard the argument of Counsel for respective parties **IT IS HEREBY ORDERED AS**
15 **FOLLOWS:**

16 1. The Court preliminarily finds that the terms of the proposed class action Settlement
17 are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting
18 preliminary approval of the class action settlement, the Court has considered the factors identified
19 in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple*
20 *Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706
21 (2006).

22 2. The Court finds that the Settlement has been reached as a result of intensive, serious
23 and non-collusive arms-length negotiations with the assistance of a neutral private mediator, Arthur
24 Eidelhoch. The Court further finds that the parties have conducted thorough investigation and
25 research, and the attorneys for the parties are able to reasonably evaluate their respective positions.
26 The Court also finds that settlement at this time will avoid additional substantial costs, as well as
27 avoid the delay and risks that would be presented by the further prosecution of the action. The Court
28 finds that the risks of further prosecution are substantial.

1 3. The parties' Settlement is granted preliminary approval as it meets the criteria for
2 preliminary settlement approval. The Court finds that it is appropriate to notify the members of the
3 proposed settlement Class of the terms of the proposed settlement.

4 4. The parties' proposed notice plan is constitutionally sound because individual
5 notices will be mailed to all Class Members whose identities are known to the parties, and such
6 notice is the best notice practicable. The parties' proposed Class Notice (SUPPLEMENTAL
7 DECLARATION OF MATTHEW A. HAULK IN SUPPORT OF PLAINTIFF'S MOTION FOR
8 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, Exhibit 2) is sufficient to
9 inform Class Members of the terms of the Settlement, their rights under the settlement, their rights
10 to object to the Settlement, their right to receive a payment under the settlement or elect not to
11 participate in the settlement, and the processes for doing so, and the date and location of the final
12 approval hearing and is therefore approved.

13 5. The following persons are certified as Class Members solely for the purpose of
14 entering a settlement in this matter:

15 All current and former hourly-paid or non-exempt employees of Defendants within
16 the State of California at any time during the Class Period.

17 6. Plaintiffs are appointed the Class Representatives. The Court finds Plaintiffs'
18 counsel are adequate, as they are experienced in rest and meal period class action litigation and
19 have no conflicts of interest with absent Class Members, and that they adequately represented the
20 interests of absent class members in Litigation. Matthew A. Haulk and Jose M. Herrera of Haulk
21 & Herrera LLP are appointed Class Counsel.

22 7. The Court appoints ILYM Group, Inc. to act as the Settlement Administrator,
23 pursuant to the terms set forth in the Agreement.

24 8. Class Members will be bound by the Agreement unless they submit a timely and
25 valid written request to be excluded from the Settlement within ⁴⁵~~30~~ days after mailing of the Class
26 Notice or, and in the case of a re-mailed Notice, ⁴⁵~~thirty (30)~~ days from the original mailing or
27 fourteen (14) days from the date of re-mailing, whichever is greater, or in accordance with the terms
28 of the Agreement.

1 9. Any Request for Exclusion shall be submitted to the Administrator rather than filed
2 with the Court. Class members are not required to send copies of the Request for Exclusion to
3 counsel. The Administrator shall file a declaration concurrently with the filing of any motion for
4 final approval, authenticating a copy of every Request for Exclusion received by the administrator.

5 10. Prior to the Final Approval Hearing, Plaintiffs shall file a timely motion for final
6 approval of the Settlement as provided in the Agreement.

7 11. Defendants are directed to provide the Administrator the Class Data not later than
8 30 days after the Court grants Preliminary Approval of the Settlement.

9 12. The Administrator is directed to mail the approved Class Notice by first-class mail
10 to the Class Members within 14 days after receiving the Class Data.

11 13. A final approval hearing will be held on October 22, 2026, at 10:00 a.m., in
12 Department 15, to determine whether the settlement should be granted final approval as fair,
13 reasonable, and adequate as to the Participating Class Members. At that time, the Court will hear
14 all evidence and arguments necessary to evaluate the Settlement. Participating Class Members and
15 their counsel may support or oppose the Settlement, if they so desire, in accordance with the
16 procedures set forth in the Class Notice and this Order. Non-Participating Class Members shall not
17 have a right to object to the class action components of the Settlement.

18 14. As set forth in the Notice, any Participating Class Member may appear at the final
19 approval hearing in person or by his or her own attorney and show cause why the Court should not
20 approve the settlement, or object to the motion for awards of the Class Representative Service
21 Payment and Attorney's Fees and Costs. For any written comments or objections to be considered
22 at the hearing, the Participating Class Member must submit a written objection within ⁴⁵~~30~~ days from
23 the date the Administrator mails the Class Notice (plus an additional 14 days for Class Members
24 whose Class Notice is re-mailed).

25 15. Any written objection shall be submitted to the Administrator rather than filed with
26 the Court. Class Members are not required to send copies of the Objection Form to counsel. The
27 Administrator shall provide a declaration consistent with its obligations in the Agreement.

28 16. The Court reserves the right to continue the date of the final approval hearing

without further notice to Class Members.

17. Class Counsel shall give notice to any objecting party of any continuance of the hearing of the motion for final approval.

18. The Court retains jurisdiction to consider all further applications arising out of or in connection with the settlement. ***

IT IS SO ORDERED.

DATED: 05/27/2026



A handwritten signature in black ink, appearing to read "Timothy P. Dillon".

Honorable Timothy P. Dillon
Judge of the Superior Court
Timothy Patrick Dillon / Judge

Fees will be no more than 33%. Please put amount in notice = \$50,000.

Service awards shall be no more than \$7500 for each Plaintiff.

Delete "and/or ascertained in the course of the Action" from line 5 of release for classmembers.

CONFORM the notice to include the above rulings.

PROOF OF SERVICE

Geordyn Balcarcel Reyes v. Shopirisbasic Los Angeles Corp., et al.
Los Angeles County Superior Court, Case No.: 23STCV29972

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): [FIRST AMENDED PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: S. Calvin Myung, Esq. LAW OFFICES OF S. CALVIN MYUNG 3700 Wilshire Boulevard, Suite 500 Los Angeles, California 90010 Telephone: (213) 382-3600 Email: scalvinmyunglaw@gmail.com <i>Attorneys for Defendants Shopirisbasic Los Angeles Corp., OFE USA Corp., Young Kim, Kil Ho, Ian Kim and IK Wholesales Corp.</i>	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
		(1) Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
		(2) Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.	By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

d.	By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
e.	By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
f. <u>X</u>	By Electronic Transmission. I caused the documents to be electronically served via Case Anywhere on the date shown below to the recipients designated on the Service List with Case Anywhere.
6.	I served the documents by the means described above on May 22, 2026

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

May 22, 2026	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)