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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

DIJON MATHIS; individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

CJ LOGISTICS AMERICA, LLC (DOE 2);
and DOES 1 through 50, inclusive,

Defendant.

Case No.: CVRI2103376

Assigned to Judge Harold W. Hopp
Dept. 1

**PROPOSED ORDER AND JUDGMENT
APPROVING PLAINTIFF'S MOTION FOR
APPROVAL OF SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE §§ 2698, ET SEQ.)
REPRESENTATIVE ACTION AND FOR
SERVICE PAYMENT TO PLAINTIFF**

Date: August 6, 2024
Time: 8:30 a.m.
Department: 1

Reservation ID: 493931259105

Complaint Filed: July 13, 2021

1 On July 17, 2024, at 8:30 a.m., Plaintiff's Motion for Approval of Settlement of Private Attorneys
2 General Act (Cal. Labor Code §§ 2698, et seq.) Representative Action and For Award of Attorneys' Fees,
3 Costs, and Service Payment to Plaintiff ("Motion") came before The Honorable Harold W. Hopp in
4 Department 1 of the Riverside County Superior Court. Having duly considered the moving papers and oral
5 argument, and with good cause appearing, the Court hereby makes the following orders:

6 1. All capitalized terms contained herein shall have the same meaning as set forth in the Joint
7 Stipulation for PAGA Settlement and Release ("Settlement," "Settlement Agreement," or "Agreement").

8 2. The Action consists of Plaintiff's representative action for Private Attorneys General Act
9 (Cal. Labor Code §§ 2698, et seq.) ("PAGA") penalties and recoverable remedies (the "Action").

10 3. The "Covered Period" for the PAGA claims means May 9, 2020, through the date of this
11 order.

12 4. The "PAGA Settlement Group Members" who are covered by the Settlement Agreement are
13 defined as all current and former non-exempt employees who worked for Defendant CJ LOGISTICS
14 AMERICA, LLC ("Defendant") at any of its locations in the State of California at any time during the
15 PAGA Covered Period.

16 5. The Court has jurisdiction over the subject matter of the Action, the PAGA Representative,
17 the alleged aggrieved employees, and Defendant.

18 6. The Court finds that the Action presented a good faith dispute over the PAGA claims.

19 7. The Court finds that the Parties reached the Settlement of the PAGA claims as the result of
20 arm's-length negotiations.

21 8. The Court has considered the Settlement, and approves the Settlement, and finds that it
22 provides genuine and meaningful relief to the State of California, Plaintiff, and PAGA Settlement Group
23 Members to resolve the PAGA claims. The parties to the Settlement Agreement are directed to perform in
24 accordance with the terms set forth in the Agreement.

25 9. The Court approves the Total Settlement Amount of \$400,000.00 for the settlement of the
26 PAGA claims and finds it to be a fair and reasonable settlement amount for the settlement of all the claims
27 in the Action.

1 10. Pursuant to California Labor Code section 2699(l), the Court has reviewed and hereby
2 approves the penalties provided for by the Settlement, namely, the Net Settlement Amount of at least
3 \$198,600 and finds that it provides genuine and meaningful relief to the State of California and PAGA
4 Settlement Group Members. The Settlement Administrator shall pay seventy-five (75%) of the Net
5 Settlement Amount to the California Labor and Workforce Development Agency ("LWDA") and shall pay
6 twenty-five percent (25%) of the Net Settlement Amount to the PAGA Settlement Group Members,
7 consistent with the Agreement.

8 11. Plaintiff, the LDWA, the State of California, and all PAGA Settlement Group Members
9 hereby fully settle and release the Released PAGA Claims as to Defendants and all Released Parties (as
10 those terms are used in the Settlement Agreement), and this Action is dismissed with prejudice.

11 12. The Court approves the following parties related to Defendant to be released as part of the
12 Settlement Agreement: CJ Logistics Holdings America Corporation; CJ Logistics Transportation, LLC; CJ
13 Logistics Freight America, LLC; DSC Integrated Logistics, LLC; DSC Logistics, LLC; GN Transportation
14 LLC; CJ Logistics USA Corporation; Adecco USA, Inc.; Aerotek, Inc.; Aerotek Holdings; Aerotek
15 Affiliated Services, LLC; BaronHR West, Inc.; iLink Business Management, Inc.; Partners Personnel
16 Managed Services, LLC; Real Time Staffing Services, LLC d/b/a ProLogistix; Staffmark Group, LLC; and
17 Staffmark Investment LLC.

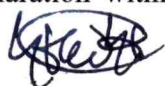
18 13. The Court approves ILYM Group, Inc. as the Settlement Administrator to administer the
19 Settlement of the PAGA claims.

20 14. The Court approves the payment of up to \$25,750 to the Settlement Administrator as the
21 administrative costs for the Settlement of the PAGA claims. The Settlement Administrator shall pay this
22 amount as set forth in the Agreement. If the final administrative costs are less than \$25,750, the remainder
23 shall be added to the Net Settlement Amount for *pro rata* distribution to the LWDA and PAGA Settlement
24 Group Members in accordance with the terms of the Settlement and pursuant to Labor Code section
25 2699(i).

26 15. The Court approves the payment of \$152,000 to Plaintiff's Counsel for counsel's attorney's
27 fees for the Settlement of the PAGA claims. The Settlement Administrator shall pay this amount as set
28 forth in the Agreement.

1 16. The Court approves the payment of \$13,650 to Plaintiff's Counsel for costs and expenses
2 related to the Settlement of the PAGA claims. The Settlement Administrator shall pay this amount as set
3 forth in the Agreement.

4 17. The Court approves the payment of \$10,000 to Plaintiff as the Service Payment for his
5 services as the PAGA representative with respect to the PAGA claims. The Settlement Administrator shall
6 pay this amount as set forth in the Agreement.

7 18. The Settlement Administrator shall provide counsel for the parties with a sworn declaration
8 providing a final accounting (i) confirming that it completed its mailing of checks to the LWDA and PAGA
9 Settlement Employees, and (ii) stating the number of checks and total amount of Individual Settlement
10 Payments that have been (a) cashed by the PAGA Settlement Employees, and (b) sent to the California
11 State Controller's Office – Unclaimed Property Division as unclaimed funds. ~~Plaintiff's Counsel shall file~~
12 ~~said declaration within 10 calendar days from the date of completion of the settlement administration~~
13 ~~process.~~ 

14 19. Plaintiff shall comply with the notice requirements of Section III(I)(1) and III(I)(2), and the
15 Court finds that such notice constitutes due and sufficient notice to the LWDA and satisfies any
16 requirement of due process.

17 20. All PAGA Settlement Group Members, Plaintiff, the LWDA, and the State of California,
18 are hereby bound by the Settlement and its associated release.

19 21. Any request to intervene in the Action as to the PAGA Claim and/or the Settlement that is
20 filed after the date of this Order and dismissal of the PAGA Claim is entered shall be deemed untimely.

21 22. Neither the Settlement nor any act performed or document executed pursuant to or in
22 furtherance of the Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence
23 of, the validity of any Released PAGA Claims, or of any wrongdoing or liability of the Released Parties, or
24 any of them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault
25 or omission of the Released Parties, or any of them, in any civil, criminal or administrative proceeding in
26 any court, administrative agency or other tribunal.

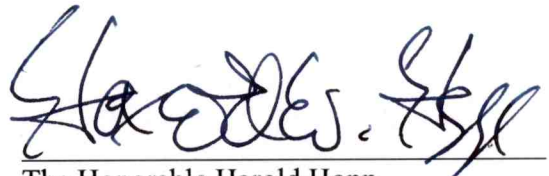
1 23. Judgment on this Action shall be entered through the filing of this Order and Judgment.
2 (Code Civ. Proc., § 668.5.) Plaintiff shall take from his complaint only the relief set forth in the Settlement
3 Agreement and this Order and Judgment.

4 24. The Court shall retain jurisdiction as to the implementation and enforcement of the terms of
5 the Settlement pursuant to the Agreement.

6 25. The Court sets a hearing for the Final Accounting (Nonappearance) on May 15,
7 ~~2024~~²⁰²⁵. The report concerning the amount of money distributed and/or uncashed shall be due 5 days
8 prior to the hearing.

9
10 Date:

8/6/24



The Honorable Harold Hopp
Judge of the Superior Court