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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOHN LEDBETTER, ROBERT AARON,
ANTONIO SEGOVIA, JOSEPH HICKS,
WILLIAM SHEARER, DAVID LAMOUNT
GAYLES, and JOSUE BUENROSTRO on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

CJ LOGISTICS AMERICA, LLC, an Illinois
Limited Liability Company; and DOES 1-50,
inclusive,

Defendants.

Case No. CIVSB2207118

*[Assigned for all purposes to the Hon. David
E. Driscoll, Dept. S22]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
AWARDS**

Date: September 18, 2025

Time: 8:30 a.m.

Dept.: S22

Action Filed: April 7, 2022

Removal Date: June 10, 2022

Remand Date: December 19, 2024

Trial Date: None Set

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I, MATTHEW K. MOEN, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and co-counsel for the named Plaintiffs John Ledbetter, Robert Aaron, Antonio Segovia, Joseph Hicks, William Shearer, David Lamount Gayles, and Josue Buenrostro (collectively, “Plaintiffs”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over forty (40) active wage and hour class and PAGA representative actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

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1 5. I have been appointed as Class Counsel in over fifty (50) class action settlements
2 that have been granted final approval. The following is a non-exhaustive list of the most recent
3 wage and hour class actions in which I have been named as Class Counsel and awarded
4 attorney's fees following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*,
5 Case No. 37-2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable
6 Loren G. Freestone, presiding (awarding attorney's fees following a lodestar cross-check based
7 on a rate of \$650 for work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*,
8 Case No. CIVDS1936782, San Bernardino County Superior Court, Honorable Joseph T. Ortiz,
9 presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 per
10 hour for work performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*,
11 Case No. 30-2022-01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall
12 J. Sherman, presiding (awarding attorney's fees following a lodestar cross-check based on an
13 hourly rate of \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning,*
14 *Inc.*, Case No. 2:21-cv-06732-JAK (ASx), United States District Court, Central District of
15 California, Honorable John A. Kronstadt, presiding (approving and finding reasonable an hourly
16 rate of \$650 for work performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP
17 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court, Honorable
18 Wilfred J. Schneider, Jr., presiding (awarding attorney's fees following a lodestar cross-check
19 based on an hourly rate of \$650 for work performed in 2022-2024); *Karen Trudelle, et al. v.*
20 *Children of the Rainbow, Inc.*, Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego
21 County Superior Court, Honorable Robert Longstreth, presiding (awarding attorney's fees
22 following a lodestar cross-check based on an hourly rate of \$650 for work performed in 2022-
23 2024); *Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al.*, Case No.
24 CIVSB2305867, San Bernardino County Superior Court, Honorable Tony Raphael, presiding
25 (using an hourly rate of \$650 for work performed in 2023-2025); *Jonathan Jauregui Gutierrez,*
26 *et al. v. PASHA Automotive Services*, Case No. 37-2021-00011967-CU-CO-CTL, San Diego
27 County Superior Court, Honorable Katherine A. Bacal, presiding (using an hourly rate of \$650
28 for work performed in 2021-2025); *Miriam Moreno v. Beacon Day School, Inc.*, Case No. 30-

2022-01296662-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of \$650 for work performed in 2022-2025); *Raul Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of \$650 for work performed in 2018-2025); *Chrisian Alanis v. Leonard Roofing, Inc.*, Case No. BC672028, Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an hourly rate of \$650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of \$650 for work performed in 2021-2025); *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding (using an hourly rate of \$725 for work performed in 2023-2025); and *Samantha Vvanti, et al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of \$725 for work performed in 2022-2025).

6. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in three (3) class action lawsuits, including as the lead litigation attorney in the following cases:

- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

7. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star

1 Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent
2 (2.5%) of attorneys under the age of forty in Southern California each year.

3 8. I confirm that I do not have any interest or involvement in, and am not affiliated
4 with, the proposed settlement administrator, Phoenix Settlement Administrators, or the proposed
5 *cy pres* recipient, Working Wardrobes.

6 9. As counsel for Plaintiffs, I have been closely involved in all aspects of this
7 litigation since its inception, and believe that the proposed Joint Stipulation of Class Action
8 Settlement and Release (“Settlement Agreement” or “Settlement”) is a fair and reasonable result
9 for the participating Settlement Class members.

10 10. Defendant CJ Logistics America, LLC (“Defendant”) provides transportation,
11 warehousing, and other supply chain solutions for businesses across California and the United
12 States. Like all Settlement Class members, Plaintiffs were employed by Defendant as non-
13 exempt employees in California during the Class Period and were subject to Defendant’s
14 allegedly unlawful wage and hour policies and practices.

15 11. On April 7, 2022, Plaintiff Ledbetter initiated the instant action, alleging
16 Defendant failed to: (i) pay all overtime wages owed; (ii) pay all sick time; (iii) pay all vested
17 vacation time; (iv) provide all lawful meal periods; (v) provide all lawful rest periods; (vi) issue
18 accurate itemized wage statements; (vii) timely pay all final wages upon separation; and (viii)
19 comply with California’s Unfair Competition laws. On June 9, 2022, Defendant removed this
20 action to federal court, and on December 13, 2024, this action was remanded back to San
21 Bernardino County Superior Court.

22 12. On July 15, 2022, Plaintiff Segovia filed a separate class action complaint, Case
23 No. CIVSB2215492 (the “*Segovia Action*”), alleging the same and/or similar causes of action
24 against Defendant as in the instant action. On October 6, 2022, Defendant removed the *Segovia*
25 *Action* to federal court. On December 14, 2022, Plaintiffs filed the First Amended Class Action
26 and PAGA Complaint in the instant action, adding Plaintiffs Aaron and Segovia as named
27 plaintiffs in the instant action, consolidating all causes of action and factual allegations in the
28

1 *Segovia Action* into this action, and adding additional causes of action for minimum wage
2 violations and PAGA penalties.

3 13. On December 2, 2022, Plaintiff Hicks filed a separate class action complaint,
4 Case No. CVRI22052222 (the “*Hicks Action*”), alleging the same and/or similar causes of
5 action against Defendant as in the instant action. On January 5, 2023, Defendant removed the
6 *Hicks Action* to federal court. On August 2, 2024, Plaintiffs filed the Second Amended Class
7 Action and PAGA Complaint in the instant action, adding Plaintiff Hicks as a named plaintiff in
8 the instant action and consolidating all causes of action and factual allegations in the *Hicks*
9 *Action* into this action.

10 14. On September 11, 2024, Plaintiff Shearer filed a separate class action complaint,
11 Case No. CIVRI2405129 (the “*Shearer Action*”), alleging the same and/or similar causes of
12 action against Defendant as in the instant action. On September 17, 2024, Plaintiffs Gayles and
13 Buenrostro filed a separate class action complaint, Case No. CVRI2405251 (the “*Gayles*
14 *Action*”), alleging the same and/or similar causes of action against Defendant as in the instant
15 action. On March 17, 2025, Plaintiffs filed the operative Third Amended Class Action and
16 PAGA Complaint, adding Plaintiffs Shearer, Gayles and Buenrostro as named plaintiffs in the
17 instant action and consolidating all causes of action and factual allegations in the *Shearer Action*
18 and the *Gayles Action* into this action.

19 15. The Parties engaged in substantial informal document exchanges prior to
20 attending mediation. Defendant provided Plaintiffs with timekeeping and payroll records for a
21 representative sample of the putative class members spanning the putative class period, as well
22 as policy documents and employee handbooks. Plaintiffs then retained an expert with a Ph.D. in
23 economics to analyze the produced data and create a class-wide exposure model for the claims
24 at issue. On August 23, 2023, the Parties participated in a mediation session with Jeffrey Ross,
25 Esq., an experienced and well-respected wage and hour mediator, during which the Parties
26 exchanged divergent views on Defendant’s liability and exposure valuations, their legal
27 positions, and the likelihood of certification of Plaintiffs’ claims. Although the Parties
28 adjourned mediation without reaching a settlement, they continued their settlement negotiations

1 through Mr. Ross. After additional months of continued negotiations, Mr. Ross made a
2 mediator's proposal that the Parties ultimately accepted. Over the following months, the Parties
3 finalized the terms of the proposed Settlement, which the Court preliminarily approved on April
4 24, 2025. A true and correct copy of the Court's Order Granting Preliminary Approval of Class
5 and PAGA Action Settlement is attached hereto as **Exhibit 1**.

6 16. On April 2, 2025, Plaintiffs submitted the Settlement Agreement and all moving
7 papers to the LWDA in association with the filing of the Motion for Preliminary Approval.
8 Attached hereto as **Exhibit 2** are true and correct copies of Plaintiffs' April 2, 2025 settlement
9 submission to the LWDA and the LWDA's confirmation of receipt.

10 17. Defendant will pay a non-reversionary Gross Settlement Value ("GSV") of
11 \$2,150,000.00. The Net Settlement Value ("NSV") is the remainder after deducting Court-
12 approved amounts for attorneys' fees (\$716,666.67), verified cost reimbursement (\$53,583.40),
13 the Class Representative Enhancement Awards (\$55,000.00), settlement administration costs
14 (\$21,000.00), and the entire amount designated as PAGA penalties (\$100,000.00).

15 18. A true and correct copy of my firm's expense report is attached hereto as **Exhibit**
16 **3**. The total amount that Plaintiffs' counsel is requesting for expense reimbursement
17 (\$53,583.40) includes an additional \$441.18 in reasonably anticipated future costs for the filing
18 and service of this Motion and the Settlement Administrator's final accounting declaration, as
19 well as attending the hearings on this Motion and final accounting, which will be incurred by
20 my firm following the filing of this Motion.

21 19. As detailed in Plaintiffs' Motion for Preliminary Approval, Defendant contends
22 that any bonus payments made to Class Members were purely discretionary and, therefore,
23 properly excluded from the regular rate of pay. As such, Defendant contends that Plaintiffs'
24 regular rate miscalculation claim fails on the merits. Further, Defendant asserts that this claim is
25 unmanageable, as it requires individualized inquiries into whether each bonus payment made by
26 Defendant was discretionary or non-discretionary, resulting in a series of mini-trials.

27 20. As to Plaintiffs' meal period allegations, Defendant argues it maintained lawful
28 meal period policies/practices during the Class Period. Defendant asserts that it provided all

employees with all timely meal periods to which they were entitled, and allowed employees leeway and discretion on when to take their meal, such that decisions to delay or interrupt their meal period were not done at the direction of Defendant, but rather by employee choice. Defendant further asserts that employees signed second meal period waivers for shifts shorter than 12.0 hours in length, and therefore anytime an employee worked in excess of 10.0 hours without taking a second meal period it was due to employee choice and waiver. Defendant also contends that Plaintiffs' meal period claim is not suited for class certification as individual inquiries would be required to assess whether employees chose to work through meal periods, which could be dependent on their location, job title, and manager resulting in an unmanageable series of mini-trials.

21. As to Plaintiffs' rest period claim, Defendant maintains it authorized and permitted the Settlement Class members to take all lawful rest periods to which they are entitled throughout the Class Period. Defendant further asserts it does not require employees to remain on premises during their rest periods, and that Plaintiffs were relying on an out-of-date policy that had been discontinued prior to the start of the liability period. Defendant also asserts that this claim is unmanageable and not suited for class certification, as it requires individualized inquiries into whether each employee was authorized and permitted to take a lawful rest period and on which days, which Defendant argues Plaintiffs will be unable to substantiate with any common, documentary evidence, as rest periods are not required to be recorded, resulting in an unmanageable series of mini-trials.

22. In response to Plaintiffs' off-the-clock claims, Defendant maintains that its COVID-19 temperature check policy was lawful and did not result in any unpaid minimum and overtime wages. Specifically, Defendant asserts that it was an early adopter of COVID-19 protection measures and, at all times while its COVID-19 policies were in place, it ensured that timeclocks were located in an area where employees could clock in before undergoing a temperature check. Defendant also asserts that this claim is unmanageable and not suited for class certification, as it requires individualized inquiries into whether each employee was permitted to and/or required to clock in before undergoing temperature checks, which

Defendant argues Plaintiffs will be unable to substantiate with any common evidence, resulting in an unmanageable series of mini-trials.

23. As to Plaintiffs' derivative claims for wage statement, waiting time, and PAGA penalties, Defendant argues that these claims fail if the underlying claims fail. Defendant also asserts that Plaintiffs cannot establish that the alleged wage statement violations were "knowing and intentional", or that employees "suffered injury", as a result of the alleged violations, as required by Labor Code § 226(e) for the imposition of wage statement penalties. Additionally, Defendant contends that its good faith defenses to Plaintiffs' underlying claims preclude waiting time penalties, which require a "willful" failure to pay wages, and that the Court would likely exercise its discretion to substantially reduce any PAGA penalties awarded.

24. Class Counsel's fee request of \$716,666.67, representing one-third of the GSV, is the same percentage sought in *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, and is fair and reasonable based on the percentage of the recovery method. This percentage is consistent with my firm's experience in similar wage-and-hour class action matters. Class Counsel have entered into a written fee-splitting agreement. Plaintiffs were fully notified of the fee-splitting agreement in writing and consented to the fee-splitting agreement in writing, in compliance with California Rules of Professional Conduct, Rule 1.5.1. The requested fee award is justified because Class Counsel achieved a fair and reasonable monetary recovery for the Settlement Class in an uncertain and risky case while bearing the substantial burdens of representation on a contingency basis, and the fees requested are in line with the market rate.

25. Between my firm and my co-counsel's firms, Plaintiff's Counsel has a lodestar of approximately \$458,697.50, which results in a reasonable 1.56 multiplier compared to the \$716,666.67 fee request. A summary showing the number of hours of work performed by each attorney and paralegal from my firm is set forth below. My co-counsel have filed declarations concurrently herewith that provide the additional lodestar information for the attorneys and paralegals at their respective firms. A true and correct copy of the 2025 Laffey Matrix is attached hereto as **Exhibit 4**.

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Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	70.5	\$65,212.50
Fletcher W. Schmidt (13th Year Attorney)	\$825	81.1	\$66,907.50
Matthew K. Moen (10th Year Attorney)	\$725	89.3	\$64,742.50
Firm Paralegals	\$200	28.0	\$5,600.00
Total Lodestar			\$202,462.50

26. Since the initiation of this lawsuit, Class Counsel has expended more than \$53,583.40 in litigation costs and devoted substantial time to this litigation without receiving any compensation to date. Class Counsel's efforts include conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting legal research and analysis, reviewing class documents and data produced by Defendant, extensively reviewing and evaluating the produced timekeeping and payroll records with the assistance of a retained expert to build a comprehensive damages model, preparing for and attending mediation, months of continued settlement negotiations following the adjournment of mediation, negotiating and drafting the long-form Settlement Agreement and Class Notice documents, preparing the Motions for Preliminary and Final Approval, overseeing the Notice process, and otherwise litigating the case. Class Counsel will also expend future attorney time attending the hearing on this Motion, overseeing the disbursement process, and reviewing and filing the Settlement Administrator's final accounting declaration with the Court, among other tasks.

27. Since undertaking representation of Plaintiffs, my firm has expended \$45,395.29 in litigation costs and devoted substantial time to this litigation without receiving any compensation to date. My co-counsel's firms have expended an additional \$2,093.70 (Bokhour Law Group, P.C.), \$1,642.52 (The Gould Law Firm), \$2,149.43 (Lavi & Ebrahimi, LLP), and \$2,302.46 (James Hawkins APLC), respectively, in litigation costs without receiving any compensation to date. Class Counsel have collectively incurred and respectfully request reimbursement of \$53,583.40 in actual litigation costs, which is more than \$6,000 less than the \$60,000.00 amount preliminarily approved by the Court in the Settlement Agreement. The

1 unclaimed portion of litigation costs will be distributed to Settlement Class Members as part of
2 the NSV.

3 28. Moreover, Class Counsel utilized the expert services of Berkeley Research
4 Group to perform all expert analyses and class-wide damages exposure for this case. Attached
5 hereto as **Exhibit 5** are true and correct copies of all expert invoices that my office received
6 from Berkeley Research Group for expert services on this case.

7 29. Plaintiffs also request that the Court approve \$21,000.00 in administration costs
8 to Phoenix Class Action, LLC, the Court-appointed Settlement Administrator.

9 30. Plaintiffs seeks Class Representative Enhancement Awards in the amount of
10 \$10,000 for the named plaintiffs John Ledbetter, Robert Aaron, Joseph Hicks, and Antonio
11 Segovia, and \$5,000.00 for the named plaintiffs Willlliam Shearer, David Lamount Gayles, and
12 Josue Buenrostro, which are reasonable given Plaintiffs' substantial efforts in this case, the risks
13 they undertook on behalf of the Settlement Class, and their agreement to a general release of
14 claims, including a waiver of California Civil Code § 1542. The heightened awards sought for
15 plaintiffs John Ledbetter, Robert Aaron, Joseph Hicks, and Antonio Segovia further serve to
16 acknowledge the additional approximately two years that these four plaintiffs served as the
17 named plaintiffs and proposed class representatives in this action, and the service they provided
18 to the settlement class members during that time, prior to the filing of the additional actions
19 against Defendant by Plaintiffs Shearer, Gayles and Buenrostro.

20 31. Among other things, Plaintiffs searched for and gathered relevant documents and
21 provided them to their attorneys for use in the lawsuit, provided factual information to their
22 attorneys, held various phone calls with their attorneys to discuss the claims in the lawsuit and
23 Defendant's policies and practices, assisted their attorneys to help prepare for mediation, made
24 themselves available during the mediation to assist and answer questions posed by the mediator,
25 reviewed and provided input regarding the settlement in this case, and otherwise assisted their
26 attorneys in moving this case towards resolution. Plaintiffs invested significant time and effort
27 into seeing this litigation through resolution, and the Settlement Class, who would not be
28 receiving anything if it were not for Plaintiffs' decision to pursue these claims, will benefit

1 greatly from his participation. Plaintiffs deserve to be compensated for these risks, which other
2 Settlement Class members are not subject to.

3 I declare under penalty of perjury under the laws of the United States and the state of
4 California that the foregoing is true and correct. Executed on August 22, 2025, at El Segundo,
5 California.

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7 Matthew K. Moen
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EXHIBIT 1

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SAN BERNARDINO**

16 JOHN LEDBETTER, ROBERT AARON,
17 ANTONIO SEGOVIA, JOSEPH HICKS,
18 WILLIAM SHEARER, DAVID LAMOUNT
19 GAYLES, and JOSUE BUENROSTRO on
20 behalf of themselves and all others similarly
21 situated,

22 Plaintiffs,

23 v.

24 CJ LOGISTICS AMERICA, LLC, an Illinois
25 Limited Liability Company; and DOES 1-50,
26 inclusive,

27 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 24 2025

BY  **Veronica Cruz, Deputy**

Case No.: CIVSB2207118

*[Assigned for all purposes to the Hon.
David E. Driscoll, Dept. S22]*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: April 24, 2025
Time: 8:30 a.m.
Dept.: S22

Action Filed:	April 7, 2022
Removal Date:	June 10, 2022
Remand Date:	December 19, 2024
Trial Date:	None Set

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Attorneys for Plaintiffs

~~PROPOSED~~ ORDER

The Motion of Plaintiffs John Ledbetter, Robert Aaron, Antonio Segovia, Joseph Hicks, William Shearer, David Lamount Gayles, and Josue Buenrostro ("Plaintiffs") for Preliminary Approval of Class and PAGA Action Settlement came regularly for hearing before this court on April 24, 2025, at 8:30 a.m. The Court, having considered Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; having considered the proposed Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement" or "Settlement") entered into between Plaintiffs and Defendant CJ Logistics America, LLC ("Defendant"), attached as Exhibit A to the Declaration of Matthew K. Moen filed concurrently with the Motion; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class and PAGA action settlement as set forth in the Settlement Agreement, and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval hearing.

2. The Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of arms'-length negotiations conducted after Plaintiffs and/or Plaintiffs' counsel adequately investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement process supports the Court's conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised pursuant to the terms of the Settlement Agreement.

3. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

1 All persons who were employed by Defendant CJ Logistics America, LLC,
2 within the State of California as hourly, non-exempt employees at any time
3 from October 7, 2020 to the date of the Court's order granting preliminary
4 approval of the Settlement (the "Class Period").

5 4. For purposes of the Settlement, the Court designates named Plaintiffs John
6 Ledbetter, Robert Aaron, Antonio Segovia, Joseph Hicks, William Shearer, David Lamount
7 Gayles, and Josue Buenrostro as Class Representatives, and designates Haines Law Group, APC,
8 Bokhour Law Group, P.C., Falakassa Law, P.C., The Gould Law Firm, Lavi & Ebrahimian, LLP,
9 and James Hawkins APLC as Class Counsel.

10 5. The Court designates Phoenix Settlement Administrators as the third-party
11 Settlement Administrator for mailing notices.

12 6. The Court approves, as to form and content, the Notice of Proposed Class Action
13 Settlement ("Class Notice") attached as Exhibit B to the Declaration of Matthew K. Moen filed
14 concurrently with Plaintiffs' Motion.

15 7. The Court finds that the form of notice to the Settlement Class regarding the
16 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
17 members, constitute the best notice practicable under the circumstances, and constitute valid, due,
18 and sufficient notice to all Settlement Class members. The form and method of giving notice
19 complies fully with the requirements of California Code of Civil Procedure section 382, California
20 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
21 applicable law.

22 8. The Court further approves the procedures for Settlement Class members to opt-
23 out of or object to the Settlement, as set forth in the Class Notice and the Settlement Agreement.

24 9. The procedures and requirements for submitting objections in connection with the
25 Final Approval Hearing are intended to ensure the efficient administration of justice and the
26 orderly presentation of any Settlement Class member's objection to the Settlement, in accordance
27 with the due process rights of all Settlement Class members.

28 10. The Court directs the Settlement Administrator to mail the Class Notice to the
Settlement Class members in English and Spanish, in accordance with the terms of the Settlement.

1 11. Pursuant to the Settlement Agreement, the Class Notice shall provide at least 60
2 calendar days' notice for Settlement Class members to submit disputes, opt-out of, or object to
3 the Settlement.

4 12. The Final Approval Hearing on the question of whether the Settlement Agreement
5 should be finally approved as fair, reasonable and adequate is scheduled on
6 9/18/25, at 8:30 (a.m.) p.m. in Department S-22 of this Court, located at
7 247 W. 3rd Street, San Bernardino, California 92415. The Court reserves the right to continue the
8 date of the Final Approval Hearing without further notice to the Settlement Class members. The
9 Court retains jurisdiction to consider all further applications arising out of or in connection with
10 the Settlement Agreement.

11 13. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
12 Agreement should be approved as fair, reasonable, and adequate for the Settlement Class; (b)
13 whether a judgment granting final approval of the Settlement should be entered; and (c) whether
14 Plaintiffs' application for enhancement payments, settlement administration costs, payment to the
15 California Labor and Workforce Development Agency ("LWDA") for its 75% share of civil
16 penalties under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*,
17 and Class Counsel's attorneys' fees and costs should be granted.

18 14. Plaintiffs' Counsel shall file memoranda, declarations, or other statements and
19 materials in support of their request for final approval of the Settlement and Plaintiffs' application
20 for enhancement payments, settlement administration costs, payment to the LWDA for its share
21 of PAGA penalties, and Class Counsel's attorneys' fees and costs prior to the Final Approval
22 Hearing according to the time limits set by the Code of Civil Procedure and the California Rules
23 of Court.

24 15. An implementation schedule is provided below (assuming the Court grants
25 preliminary approval of the Settlement on April 24, 2025):

Event	Date
Defendant to provide class contact information to Settlement Administrator no later than:	May 27, 2025

1 Settlement Administrator to mail the Class Notice 2 to the Settlement Class members no later than:	June 6, 2025
3 Deadline for Class Members to submit disputes, 4 request exclusion from, or object to the Settlement:	August 5, 2025
5 Deadline for Plaintiffs to file Motion for Final 6 Approval of Class and PAGA Action Settlement:	At least 16 court days prior to Final Approval Hearing
7 Final Approval Hearing	☐ September 18, 2025 at 8 ³⁰ a.m./p.m. ☐ _____ at _____ a.m./p.m.

8 16. Pending the Final Approval Hearing, all proceedings in this action, other than
9 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
10 Order, are stayed.

11 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures
12 in connection with the administration of the Settlement which are not materially inconsistent with
13 either this Order or the terms of the Settlement.

14 18. In the event the Settlement is not finally approved, or otherwise does not become
15 effective in accordance with the terms of the Settlement, this Order shall be rendered null and
16 void and shall be vacated, and the parties shall revert to their respective positions as of before
17 entering into the Settlement.

18 **IT IS SO ORDERED.**

19 Dated: 4/24/25

20 
21 Honorable David E. Driscoll
22 Judge of the Superior Court
23
24
25
26
27
28

EXHIBIT 2



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Superior Court of the State

Court Case Number *

CIVSB2207118

Hearing Date (if any)

April 24, 2025

Hearing Time

8:30 a.m.

Hearing Location

247 West Third Street, De

Number of aggrieved employees *

2008

Gross settlement amount *

2150000.00

Gross penalty amount *

100000.00

Penalties to LWDA *

75000.00

Date of proposed settlement *

12/12/2024

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf) *

Moen Decl. – ...greement).pdf

Other Attachment (if any, must be .pdf)

CJ Logistics – ... Approval.pdf

Other Attachment (if any, must be .pdf)

Proposed Ord...istics MPA.pdf

[Remove](#)

Other Attachment (if any, must be .pdf)

Moen Decl. IS...PA Motion.pdf

[Remove](#)

Other Attachment (if any, must be .pdf)

Haines Dec IS...istics MPA.pdf

[Remove](#)

Other Attachment (if any, must be .pdf)

Schmidt Dec I... Approval.pdf

[Remove](#)

Other Attachment (if any, must be .pdf)

Hawkins Dec ISO CJ MPA.pdf

[Remove](#)

Other Attachment (if any, must be .pdf)

Aroeste Dec ISO CJ MPA.pdf

[Remove](#)

Other Attachment (if any, must be .pdf)

[Remove](#)

Bokhour Decl. for PA.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

Falakassa Dec ISO MPA.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

MAG Dec ISO CJ MPA.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

Segovia Decl. ...istics MPA.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

Hicks Dec ISO MPA.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

Shearer Dec ISO MPA.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

Gayles Decl. ISO MPA.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

Buenrostro Decl. ISO MPA.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

Admin Dec ISO MPA.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

Proof of Service.pdf

[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; &

financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)

[Submit](#)

From: [Fletcher Schmidt](#)
To: [Jonathan Ramirez](#); [Valerina Cifuentes](#)
Subject: FW: Thank you for your Proposed Settlement Submission
Date: Wednesday, April 2, 2025 2:04:16 PM

-----Original Message-----

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Wednesday, April 2, 2025 2:03 PM
To: Fletcher Schmidt <fschmidt@haineslawgroup.com>
Subject: Thank you for your Proposed Settlement Submission

04/02/2025 02:01:20 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

August 20, 2025

Antonio Segovia

Charges :

		<u>Qty/Price</u>	<u>Amount</u>
7/15/2022	KI First Legal Filing Fee: Civil Cover Sheet, Summons, Complaint, Cert of Assignment Order #: 5038392	1 58.93	58.93
7/19/2022	ALL LWDA Filing fee Order #: ORD-000185295	1 75.00	75.00
7/31/2022	ALL Postage for July, 2022.	1 32.69	32.69
	ALL Copying cost for July, 2022.	12 0.25	3.00
8/31/2022	KI First Legal Filing Fee: Civil Cover Sheet, Summons, Complaint, Cert of Assignment (Advance Fees) Order #: 5080420	1 1,492.40	1,492.40
9/1/2022	KI First Legal Service Fee: Summons, Complaint, CCCS, Cert of Assignment (signed: Koy Saechao) Advance Fees (Process 3- days) Order #: 5081990	1 164.33	164.33
	KI First Legal Service Fee: Summons, Complaint, CCCS, Cert of Assignment to DSC Logistics Inc Des Plaines, IL (Advance Fee - Process Next Day) Order #: 5082021	1 250.90	250.90
9/2/2022	KI First Legal Service Fee: Summons, Complaint, CCCS, Cert of Assignment to DSC Logistics, Springfield, IL (Advance Fee - Process Next Day) Order #: 5082690	1 250.90	250.90
9/26/2022	IDLC First legal's filing fee for: POS. First amended complaint (File/Conform/Return - PDF Same Day) (Signed: Drop cc delivered - Courtesy copy s26) Base charge + Fuel charge	1 56.68	56.68

8/20/2025

			<u>Qty/Price</u>	<u>Amount</u>
	#5102554			
10/11/2022	IDLC	First legal's fee for filing of: Proof of service (File/conform/return - Same day) (Signed: Received cc delivered) Base charge + Fuel charge #5116975	1 56.68	56.68
10/31/2022	ALL	Westlaw cost for October, 2022.	1 2.85	2.85
	ALL	Copying cost for October, 2022.	1 0.25	0.25
11/30/2022	ALL	Pacer expense for November, 2022.	1 0.10	0.10
12/31/2022	ALL	Postage for December, 2022.	1 2.16	2.16
	ALL	Copying cost for December, 2022.	27 0.25	6.75
3/31/2023	ALL	Copying cost for March, 2023.	17 0.25	4.25
4/17/2023	PKH	Pacer expense for April, 2023.	1 1.50	1.50
4/30/2023	ALL	Postage for April, 2023.	1 9.80	9.80
	IDLC	Pacer expense for April, 2023.	1 0.70	0.70
	ALL	Copying cost for April, 2023.	182 0.25	45.50
5/15/2023	PKH	Jeff Ross mediation fee. Mediation on 08/23/2023 Invoice #: 2446	1 12,500.00	12,500.00
5/31/2023	ALL	Copying cost for May, 2023.	2 0.25	0.50
7/31/2023	IDLC	BRG Expert fee for services rendered through July 31, 2023. Invoice #: 157886	1 3,010.00	3,010.00
8/23/2023	PKH	Misc. mediation expenses	1 79.00	79.00

8/20/2025

			<u>Qty/Price</u>	<u>Amount</u>
8/31/2023	ALL	Westlaw cost for August, 2023.	1 1.03	1.03
	ALL	Copying cost for August, 2023.	3 0.25	0.75
	PKH	BRG Expert fee for services rendered through August 31, 2023. Invoice #: 159832	1 26,100.00	26,100.00
11/21/2023	PKH	Pacer expense for November, 2023.	1 0.80	0.80
5/31/2024	ALL	Westlaw cost for May, 2024.	1 5.13	5.13
7/18/2024	IDLC	Pacer expense for July, 2024.	1 0.20	0.20
8/31/2024	ML	Westlaw cost for August, 2024.	1 70.12	70.12
10/16/2024	ML	Riverside County Document Purchase: Transaction ID: 12070420919	1 10.50	10.50
	ML	Riverside County Document Purchase: Transaction ID: 120704212308	1 18.00	18.00
12/17/2024	ML	First Legal's Filing fee for Notice of Remand from United States District Court Central District of California; Proof of Service Order #: 17028282	1 18.15	18.15
12/31/2024	ML	Copying cost for December, 2024.	55 0.25	13.75
1/15/2025	ML	One Legal's Filing fee for Proof of service, joint case management conference statement filed electronically Order #: 24512358	1 22.87	22.87
1/17/2025	VG	CourtCall fee for hearing on 1/21/2025. CCID#: 11892770	1 72.00	72.00
1/31/2025	ML	Postage for January, 2025.	1 0.97	0.97
	ML	Copying cost for January, 2025.	9 0.25	2.25
3/4/2025	ML	One Legal's Filing fee for Proof of service,stipulation filed re: Order #: 24621460	1 44.55	44.55

8/20/2025

		<u>Qty/Price</u>	<u>Amount</u>
3/17/2025	ML San Bernardino Court Document Purchase fee for Stipulation & Order filed. Transaction Number: 305314582	1 18.81	18.81
	ML First Legal's Filing fee for THIRD AMENDED CLASS ACTION; POS FILE/CONFORM/RETURN DO NOT DROPBOX Order #: 17155287	1 76.79	76.79
4/2/2025	ML First Legal's Filing fee for DEC X16; MOTION; POS; ORDER FILE/CONFORM/RETURN ADVANCE FEES Signed: received Order #: 17180500	1 273.55	273.55
4/22/2025	IO CourtCall fee for hearing on 4/24/2025. CCID#:11916471	1 72.00	72.00
4/28/2025	IO San Bernardino Superior Court Document Purchase: Order signed and Filed Transaction Number: 310481745	1 3.14	3.14
4/29/2025	IO One Legal's filing fee for: Notice of Entry of Judgment or Order Electronically filed,Proof of Service Order #: 25257176	1 23.63	23.63
7/31/2025	ML Copying cost for July, 2025.	1 0.25	0.25
Total charges			\$44,954.11

EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_c^{1/2}$ Years Out of Law School $i_c^{1/2}$ is calculated from June 1 of each year, when most law students graduate. $i_c^{1/2}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_c^{1/2}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_c^{1/2}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_c^{1/2}4-7$ " on June 1, 1999, and tier $i_c^{1/2}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5



Paul Haines, Esq.
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

August 10, 2023
Client-Matter: [REDACTED]
Invoice #: 157886
Tax ID #: [REDACTED]

Via Email: phaines@haineslawgroup.com>

RE: CJ Logistics America

Services Rendered Through July 31, 2023

Professional Services	\$ 3,010.00	USD
CURRENT CHARGES	\$ 3,010.00	USD

PAYMENT IS DUE BY September 9, 2023

Please direct questions regarding this invoice to: [REDACTED].

Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]
Reference: [REDACTED]

Remittance advice to be sent to:

[REDACTED]

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC

[REDACTED]

Please remit express/overnight payment to:

[REDACTED]

cc:

Nina Hernandez

Via Email: nhernandez@haineslawgroup.com



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: CJ Logistics America

Page 2 of 3
Invoice # 157886
Client-Matter: [REDACTED]

Services Rendered Through July 31, 2023

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director Jon M. DuMond	650.00	1.10	715.00
Senior Managing Consultant Brooke Dinwiddie	450.00	5.10	2,295.00
Total Professional Services		<u>6.20</u>	<u>3,010.00</u>



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: CJ Logistics America

Page 3 of 3
Invoice # 157886
Client-Matter: [REDACTED]

Services Rendered Through July 31, 2023

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
07/27/23	Brooke Dinwiddie	Concerted PDFs.	1.80
07/28/23	Brooke Dinwiddie	Converted PDFs; loaded data.	1.60
07/31/23	Brooke Dinwiddie	Converted PDFs; loaded data.	1.70
07/31/23	Jon M. DuMond	Review data; case discussions.	1.10
Professional Services			6.20



Paul Haines, Esq.
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

September 20, 2023
Client-Matter: [REDACTED]
Invoice #: 159832
Tax ID # [REDACTED]

Via Email: phaines@haineslawgroup.com>

RE: CJ Logistics America

Services Rendered Through August 31, 2023

Professional Services	\$ 26,100.00	USD
CURRENT CHARGES	\$ 26,100.00	USD

PAYMENT IS DUE BY October 20, 2023

Please direct questions regarding this invoice to: [REDACTED].

OTHER OUTSTANDING INVOICES AS OF TODAY

Invoice # 157886 - Dated 08/10/23	3,010.00	Due Date: 09/09/23	PAST DUE
-----------------------------------	----------	--------------------	----------

Please remit wire/ACH payment to:

Bank Name:

SWIFT:

ABA #:

Account Name:

Account #:

Reference:

Please remit check payment to:

[REDACTED]

Please remit express/overnight payment to:

[REDACTED]

Remittance advice to be sent to:

[REDACTED]

cc:

Nina Hernandez

Via Email: nhernandez@haineslawgroup.com



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: CJ Logistics America

Page 2 of 3
Invoice # 159832
Client-Matter: [REDACTED]

Services Rendered Through August 31, 2023

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	650.00	1.80	1,170.00
Senior Managing Consultant			
Pamela Cohen	450.00	45.70	20,565.00
Brooke Dinwiddie	450.00	9.70	4,365.00
Total Professional Services		57.20	26,100.00



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: CJ Logistics America

Page 3 of 3
Invoice # 159832
Client-Matter: [REDACTED]

Services Rendered Through August 31, 2023

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
08/01/23	Pamela Cohen	Load and process data.	6.00
08/01/23	Brooke Dinwiddie	Prepared data.	5.00
08/02/23	Pamela Cohen	Load and process data.	3.60
08/03/23	Pamela Cohen	Load and process data.	1.50
08/03/23	Brooke Dinwiddie	Prepared data.	1.20
08/04/23	Pamela Cohen	Analyze data.	5.00
08/04/23	Brooke Dinwiddie	Prepared data.	2.10
08/06/23	Brooke Dinwiddie	Prepared data.	1.40
08/07/23	Pamela Cohen	Analyze data.	4.20
08/07/23	Jon M. DuMond	Review data; case discussions.	1.80
08/08/23	Pamela Cohen	Analyze data.	7.40
08/09/23	Pamela Cohen	Analyze data.	5.50
08/10/23	Pamela Cohen	Analyze data.	6.60
08/11/23	Pamela Cohen	Analyze data.	5.30
08/16/23	Pamela Cohen	Analyze data.	0.60

Professional Services

57.20