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**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,

v.

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

Defendant.

Case No.: CIVSB2207118

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

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
AWARDS, AND FINAL JUDGMENT**

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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1 Gould Law Firm, Lavi & Ebrahimiian, LLP, and James Hawkins APLC are hereby confirmed as
2 Class Counsel.

3 4. Notice was provided to Settlement Class members as set forth in the Settlement,
4 which was preliminarily approved by the Court on April 24, 2025, and the notice process has been
5 completed in conformity with the Settlement and the Court's Preliminary Approval Order. The
6 Court finds that said notice was the best notice practicable under the circumstances. The Class
7 Notice provided due and adequate notice of the proceedings and matters set forth therein,
8 informed Settlement Class members of their rights, and fully satisfied the requirements of
9 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

10 5. The Court finds that no Settlement Class member objected to or opted out from
11 the Settlement, and that the 100% participation rate in the Settlement supports final approval.

12 6. The Court hereby approves the settlement as set forth in the Settlement Agreement
13 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to
14 its terms.

15 7. For purposes of settlement only, the Court finds that: (a) the members of the
16 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
17 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
18 community of interest among members of the Settlement Class with respect to the subject matter
19 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the
20 Settlement Class members; (d) the Class Representatives have fairly and adequately protected the
21 interests of the Settlement Class members; (e) a class action is superior to other available methods
22 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
23 counsel for the Class Representatives and the Settlement Class.

24 8. The Court finds that given the absence of objections to the Settlement, and
25 objections being a prerequisite to appeal, this Order shall be considered final as of the Effective
26 Date, as that term is defined in the Settlement Agreement.

27 9. The Court orders that within ten (10) court days after the Effective Date, as that
28 term is defined in the Settlement Agreement, Defendant shall deposit the Gross Settlement Value

1 of Two Million One-Hundred and Fifty Thousand Dollars and Zero Cents (\$2,150,000.00) with
2 the Settlement Administrator, Phoenix Settlement Administrators (the “Settlement
3 Administrator”), as provided for in the Settlement.

4 10. The Court finds that the Class Member Payments, as provided for in the
5 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
6 distribute the Class Member Payments in conformity with the terms of the Settlement.

7 11. The Court finds that Enhancement Awards in the amount of in the amount of
8 \$10,000 for the named plaintiffs John Ledbetter, Robert Aaron, Joseph Hicks, and Antonio
9 Segovia, and \$5,000.00 for the named plaintiffs William Shearer, David Lamount Gayles, and
10 Josue Buenrostro, are appropriate in recognition for Plaintiffs’ risks undertaken and their
11 substantial service to the Settlement Class, the substantial amount of time and effort spent by
12 Plaintiffs as the Class Representatives, and for Plaintiffs’ general release of claims provided as
13 part of the Settlement Agreement. The Court finds that these amounts are fair, reasonable, and
14 adequate, and orders that the Settlement Administrator make these payments in conformity with
15 the terms of the Settlement.

16 12. The Court finds that attorneys’ fees in the amount of \$716,666.67 for Class
17 Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement
18 for the benefit of the Settlement Class members, and orders that the Settlement Administrator
19 distribute these payments to Class Counsel in conformity with the terms of the Settlement, divided
20 as follows: \$152,291.67 (equivalent to 21.25% of the total fee award) to Bokhour Law Group,
21 P.C.; \$152,291.67 (equivalent to 21.25% of the total fee award) to Falakassa Law, P.C.;
22 \$304,583.34 (equivalent to 42.5% of the total fee award) to Haines Law Group, APC; \$35,833.33
23 (equivalent to 5% of the total fee award) to The Gould Law Firm; \$35,833.33 (equivalent to 5%
24 of the total fee award) to Lavi & Ebrahimian, LLP; and \$35,833.33 (equivalent to 5% of the total
25 fee award) to James Hawkins APLC. The Court finds that the time devoted to the matter by Class
26 Counsel was reasonably necessary in the investigation and prosecution of this action and that the
27 fees are appropriately awarded in light of the benefit provided to the Settlement Class members
28 by Class Counsel’s efforts.

1 13. The Court finds that reimbursement of actual litigation costs of \$53,583.40 for
2 Class Counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator
3 distribute these payments to Class Counsel in conformity with the terms of the Settlement, divided
4 as follows: \$2,093.70 to Bokhour Law Group, P.C.; \$45,395.29 to Haines Law Group, APC;
5 \$1,642.52 to The Gould Law Firm; \$2,149.43 to Lavi & Ebrahimian, LLP; and \$2,302.46 to James
6 Hawkins APLC.

7 14. The Court orders that the Settlement Administrator shall be paid \$21,000.00 from
8 the Gross Settlement Value in conformity with the terms of the Settlement, for all of its work done
9 and to be done until the completion of this matter and finds that sum appropriate.

10 15. The Court finds that the payment to the California Labor & Workforce
11 Development Agency (“LWDA”) in the amount of \$75,000.00 for its 75% share of the settlement
12 of Plaintiffs’ representative claim under the Private Attorney Generals Act, Labor Code § 2698,
13 *et seq.* (“PAGA”), is fair, reasonable, and adequate, and orders the Settlement Administrator to
14 distribute this payment to the LWDA in conformity with the terms of the Settlement.

15 16. This Court orders that any settlement checks shall be negotiable for 180 calendar
16 days from the date of issuance of the check, and that any settlement checks that remain uncashed
17 after 180 days after they are mailed shall be distributed to Working Wardrobes, the Parties’
18 agreed-upon *cy pres* designee.

19 17. As of the Effective Date and upon Defendant’s full funding of the Gross Settlement
20 Value, Plaintiffs and each participating Settlement Class member will release and discharge
21 Defendant, and all of its respective past and present employees, directors, officers, attorneys,
22 representatives, insurers, agents, parents, subsidiaries, affiliates, related companies, predecessors,
23 successors, lessees, and assigns, and any entity that could be jointly liable with any of these
24 (individually and collectively “Defendant Releasees”) from and with respect to all actions, causes
25 of action, suits, liabilities, claims, and demands whatsoever, and each of them, whether known or
26 unknown, which the Settlement Class or individual members thereof, has, had, or hereafter may
27 claim to have, against Defendant Releasees, or any of them, which arose during the Class Period
28 and are based on, arise from, or reasonably relate to any and all claims and allegations in this

1 Action, as well as any and all claims and allegations that could have been raised in this Action
2 based on the allegations asserted therein, which include, by way of description, but not by way of
3 limitation, claims on behalf of the Settlement Class alleging that Defendant failed to provide
4 Settlement Class Members with legally compliant meal periods, failed to provide Settlement Class
5 Members with legally compliant rest breaks, failed to provide Settlement Class Members with all
6 wages due, including minimum wages, regular wages, wages at the regular rate of pay, and
7 overtime wages, failed to provide Settlement Class Members with all sick time and vested
8 vacation time due, failed to provide Settlement Class Members with compliant wage statements,
9 failed to timely pay Settlement Class Members all wages due upon termination, and engaged in
10 Unfair Business Practices as well as any other claims under constitutional, statutory, and/or
11 common law that reasonably relate to any of the claims described in this Paragraph (“Released
12 Class Claims”). For the avoidance of doubt, Released Class Claims shall include claims under the
13 Fair Labor Standards Act (“FLSA”) which could have been pursued based on the allegations in
14 this Action, and the settlement check provided to each Settlement Class Member shall include a
15 notation indicating that by cashing or depositing the settlement check the Settlement Class
16 Member shall opt in to a settlement of FLSA claims. This release shall run from October 7, 2020
17 through April 24, 2025.

18 18. In addition, as of the Effective Date and upon Defendant’s full funding of the Gross
19 Settlement Value, Plaintiffs and the PAGA Group will release and discharge the Defendant
20 Releasees from and with respect to all actions, causes of action, suits, liabilities, claims, and
21 demands under the PAGA, whether known or unknown, which the PAGA Group or individual
22 members thereof, has, had, or hereafter may claim to have, against Defendant Releasees, or any
23 of them, which arose during the period from April 6, 2021 through April 24, 2025 (*i.e.* the PAGA
24 Period) and are based on, arise from, or reasonably relate to the PAGA claim and allegations in
25 this Action, as well as any and all claims and allegations that could have been raised in this Action
26 based on the allegations asserted therein or in the PAGA notice, which include, by way of
27 description, but not by way of limitation, claims under PAGA on behalf of PAGA Group alleging
28 that Defendant failed to provide members of the PAGA Group with legally compliant meal

1 periods, failed to provide members of the PAGA Group with legally compliant rest breaks, failed
2 to provide members of the PAGA Group with all wages due, including minimum wages, regular
3 wages, wages at the regular rate of pay, and overtime wages, failed to provide members of the
4 PAGA Group with all sick time and vested vacation time due, failed to provide members of the
5 PAGA Group with compliant wage statements, and failed to timely pay members of the PAGA
6 Group all wages due upon termination, as well as any other PAGA claims described in this
7 Paragraph. This release shall run from April 6, 2021 through April 24, 2025.

8 19. This document shall constitute a Final Judgment pursuant to California Rule of
9 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
10 approval hearing, the court must make and enter judgment. The judgment must include a provision
11 for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment.
12 The court may not enter an order dismissing the action at the same time as, or after, entry of
13 judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
14 and this Judgment, pursuant to California Code of Civil Procedure Section 664.6 and California
15 Rule of Court 3.769(h).

16 20. Pursuant to California Rule of Court 3.771(b), the Court orders that notice of this
17 Final Approval Order and Final Judgment be posted on the Settlement Administrator’s website
18 for at least 30 days from the date of Final Judgment for the Settlement Class members, in
19 accordance with the terms of the Settlement.

20 21. Plaintiffs shall file a Final Accounting Report on or before July 20, 2026, setting
21 forth the total amount that was paid to participating Settlement Class members, the number and
22 amount of any uncashed checks, confirming that distribution efforts are fully completed,
23 including the distribution of uncashed class member checks to the *cy pres* designee, and that the
24 Settlement Administrator’s work is complete. A Final Accounting Hearing is set for July 27,
25 2026 at 8:30 a.m. in Department S22 of this Court.

26 **IT IS SO ORDERED.**

27 Dated: _____

28 _____
Honorable David E. Driscoll
Judge of the Superior Court