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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 Griz, 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

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

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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

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

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

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

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

IT IS SO ORDERED.

Dated: 4/24/25


Honorable David E. Driscoll
Judge of the Superior Court