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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 14 2023

E. Escobedo

6 Attorneys for Plaintiff, ANTHONY QUINN RUSSELL,
on behalf of himself and all others similarly situated
7 and aggrieved

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE**

12 ANTHONY QUINN RUSSELL, on behalf of
13 himself and all others similarly situated and
aggrieved,

CASE NO.: RIC2001777
Consolidated with Case No: RIC2002480
[Assigned to the Hon. Harold Hopp in Dept. 1]

15 Plaintiff,

~~PROPOSED~~ JUDGMENT

16 v.

17 CIMC REEFER TRAILER, INC., a Delaware
18 corporation; STAFFMARK INVESTMENT,
LLC, a Delaware limited liability company;
19 SHUAI SHAN, an individual; and DOES 1
through 100, inclusive,

21 Defendants.

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26 **JUDGMENT**

27 Pursuant to the Order Granting Final Approval of the Class Action and Representative
28 Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

AA
DEC 15 2023

1 1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion
2 for Final Approval of Class Action and Representative Action Settlement (“Order Granting Final
3 Approval”) and the parties’ Third Amended Joint Stipulation Re: Class Action and Representative
4 Action Settlement (“Settlement,” “Agreement” or “Settlement Agreement”), attached to the
5 Declaration of Vedang J. Patel in support of Plaintiff’s Motion for Preliminary Approval of Class
6 Action Settlement and Provisional Class Certification for Settlement Purposes Only as Exhibit 1,
7 filed on February 27, 2023. All terms used herein shall have the same meaning as defined in the
8 Settlement Agreement.

9 2. The “Settlement Class” is comprised of all current and former non-exempt, hourly-paid
10 employees of defendant CIMC Reefer Trailer, Inc. (“CIMC”), whether directly hired or placed by
11 Staffmark Investment, LLC (“Staffmark”), who worked during the period between June 1, 2016
12 through October 15, 2021 (“Class Period”) in California (“Settlement Class,” “Settlement Class
13 Members,” or “Class Members”).

14 3. One (1) Class Member opted out of the Settlement, one (1) Class Members objected to
15 the Settlement, and zero disputed their workweek count. The Class Member that opted out of the
16 Settlement is Jose I. Benitez.

17 4. The Class Member that objected to the Settlement is Daniel Lopez. Daniel Lopez’s
18 objection is overruled and he shall remain a member of the Settlement class.

19 5. Defendants shall make payment of the \$362,500.00, the Gross Settlement Amount, and
20 Employer Taxes, to the Settlement Administrator within thirty (30) calendar days of the Final
21 Approval Date. All funds shall be distributed to the Settlement Administrator, Class Counsel,
22 Plaintiff, the LWDA, Participating Class Members, and Aggrieved Employees pursuant to the Order
23 Granting Final Approval.

24 6. Any checks from this distribution shall remain valid and negotiable for one hundred
25 eighty (180) calendar days after the date of their issuance. If the checks remain uncashed or have
26 not been negotiated after sixty (60) calendar days from the date of mailing, a reminder postcard will
27 be sent by the Settlement Administrator to those Participating Class Members with uncashed checks
28 or checks which have not been negotiated, advising them to cash or negotiate the check, or request

1 a replacement check. If checks remain uncashed, or have not been negotiated, after one hundred
2 fifty (150) calendar days, another similar postcard will be sent by the Settlement Administrator to
3 those Participating Class Members with uncashed checks or checks which have not been negotiated.
4 After one hundred and eighty (180) calendar days, all uncashed checks or checks which have not
5 been negotiated shall be sent to the California State Controller's Office to be held as "unclaimed
6 property" in the Participating Class Member's name.

7 7. Any envelope transmitting a check or checks to a Participating Class Member and/or
8 Aggrieved Employee shall bear the notation, "YOUR CLASS ACTION AND REPRESENTATIVE
9 ACTION SETTLEMENT CHECK(S) IS/ARE ENCLOSED."

10 8. If: (i) any of the Participating Class Members and/or Aggrieved Employees are current
11 employees of the Defendants, (ii) the distribution mailed to those Participating Class Members
12 and/or Aggrieved Employees is returned to the Settlement Administrator as being undeliverable,
13 and (iii) the Settlement Administrator is unable to locate a valid mailing address, the Settlement
14 Administrator shall arrange with the Defendants to have those distributions delivered to those
15 Participating Class Members and/or Aggrieved Employees at their place of employment.

16 9. Upon the entry of the Order granting Final Approval of the Settlement, entry of this
17 Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement
18 Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating
19 Class Members release all class claims arising during the Class Period alleged or that could have
20 been alleged based on the facts alleged in the Operative Complaint, including but not limited to
21 damages, restitution, interest, attorney's fees, costs, statutory and civil penalties, or any other form
22 of relief whatsoever, in connection with claims for: failure to pay overtime wages; failure to pay
23 minimum wages; failure to provide meal periods or compensation in lieu thereof; failure to provide
24 rest periods or compensation in lieu thereof; waiting time penalties; wage statement violations;
25 failure to reimburse employees for reasonable business expenses; failing to provide employees with
26 the amount of paid sick leave and violation of Labor Code sections 200, 201, 202, 203, 226, 226.7,
27 510, 512, 1174, 1194, 1194.2, 1197, 1198.5, 1199, and 2802, and, to the extent tethered to the above-
28 referenced Labor Code violations: Labor Code sections 218 and 218.6, Code of Civil Procedure

1 sections 1021.5 and 1032, Civil Code section 3287, Business and Professions Code sections 17200,
2 et seq., the applicable IWC Wage Orders, and the Fair Labor Standards Act (the “Class Released
3 Claims”).

4 10. Plaintiff, and, to the extent permitted by law, the State of California, release, for the
5 duration of the PAGA Period, all claims asserted in the PAGA Notice and alleged in the Operative
6 Complaint against the Released Parties for PAGA civil penalties pursuant to Labor Code sections
7 210, 226.3, 558, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 201,
8 202, 203, 204, 226, 226.3, 226.7, 246, 404, 432, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5,
9 2802, 2810.5 (the “PAGA Released Claims”). The Class Released Claims and PAGA Released
10 Claims shall be referred to herein as the “Released Claims.”

11 11. The parties released shall include: Defendants and each of their officers, directors,
12 employees, and agents, as well as Staffmark Group, LLC, the current holding and parent company
13 of Staffmark Investment LLC since approximately April 2019, and Staffmark Holdings, Inc., the
14 former holding and parent company of Staffmark Investment LLC during part of the Class Period,
15 prior to approximately April 2019 (“Released Parties”).

16 12. This document shall constitute a Judgment for purposes of California Rules of Court,
17 Rule 3.769(h).

18 13. The Settlement Administrator shall provide a notice of the Final Judgment entered in
19 the Action by posting the same on its website for a period of no less than four (4) years. The text of
20 the notice shall state: “A Judgment was entered in this action on: 12/12/2024. A copy of the
21 Judgment is below.”

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23 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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25 Dated: 12/13, 2023

26 
27 Judge of the Superior Court
28 Judge Harold W. Hopp,