

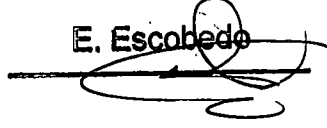
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Attorneys for Plaintiff, ANTHONY QUINN RUSSELL,
on behalf of himself and all others similarly situated
and aggrieved

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE

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

Plaintiff,

v.

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

Defendants.

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

~~PROPOSED~~ **ORDER (HEARING) RE:
GRANTING FINAL APPROVAL OF
CLASS ACTION AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE AWARD**

This matter having come before the Court for a final fairness hearing pursuant to the Order of this Court granting preliminary approval (“Preliminary Approval Order”) of the class action and representative action settlement upon the terms set forth in the Third Amended Joint Stipulation re: Class Action and Representative Action Settlement (“Settlement,” “Agreement” or “Settlement Agreement”), attached to the Declaration of Vedang J. Patel in support of Plaintiff’s Motion for

1 Preliminary Approval of Class Action Settlement and Provisional Class Certification for Settlement
2 Purposes Only as Exhibit 1, filed on February 27, 2023; and due and adequate notice having been
3 given to the Class Members as required in the Preliminary Approval Order; and the Court having
4 considered all papers filed and proceedings had herein and otherwise being fully informed and good
5 cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

6 1. The Motion for Final Approval of Class Action and Representative Action Settlement;
7 Enhancement Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

8 2. All terms used herein shall have the same meaning as defined in the Settlement
9 Agreement.

10 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
11 to this litigation, including all Class Members.

12 4. Certification of a class defined as: all current and former non-exempt, hourly-paid
13 employees of defendant CIMC Reefer Trailer, Inc. ("CIMC"), whether directly hired or placed by
14 Staffmark Investment, LLC ("Staffmark"), who worked during the period between June 1, 2016
15 through October 15, 2021 ("Class Period") in California ("Settlement Class," "Settlement Class
16 Members," or "Class Members").

17 5. "Plaintiff" refers to plaintiff Anthony Quinn Russell.

18 6. The parties released shall include: Defendants and each of their officers, directors,
19 employees, and agents, as well as Staffmark Group, LLC, the current holding and parent company
20 of Staffmark Investment LLC since approximately April 2019, and Staffmark Holdings, Inc., the
21 former holding and parent company of Staffmark Investment LLC during part of the Class Period,
22 prior to approximately April 2019 ("Released Parties").

23 7. Upon the entry of this Order granting Final Approval of the Settlement, entry of
24 Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement
25 Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating
26 Class Members release all class claims arising during the Class Period alleged or that could have
27 been alleged based on the facts alleged in the Operative Complaint, including but not limited to
28 damages, restitution, interest, attorney's fees, costs, statutory and civil penalties, or any other form

1 of relief whatsoever, in connection with claims for: failure to pay overtime wages; failure to pay
2 minimum wages; failure to provide meal periods or compensation in lieu thereof; failure to provide
3 rest periods or compensation in lieu thereof; waiting time penalties; wage statement violations;
4 failure to reimburse employees for reasonable business expenses; failing to provide employees with
5 the amount of paid sick leave and violation of Labor Code sections 200, 201, 202, 203, 226, 226.7,
6 510, 512, 1174, 1194, 1194.2, 1197, 1198.5, 1199, and 2802, and, to the extent tethered to the above-
7 referenced Labor Code violations: Labor Code sections 218 and 218.6, Code of Civil Procedure
8 sections 1021.5 and 1032, Civil Code section 3287, Business and Professions Code sections 17200,
9 et seq., the applicable IWC Wage Orders, and the Fair Labor Standards Act (the “Class Released
10 Claims”).

11 8. Plaintiff, and, to the extent permitted by law, the State of California, release, for the
12 duration of the PAGA Period, all claims asserted in the PAGA Notice and alleged in the Operative
13 Complaint against the Released Parties for PAGA civil penalties pursuant to Labor Code sections
14 210, 226.3, 558, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 201,
15 202, 203, 204, 226, 226.3, 226.7, 246, 404, 432, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5,
16 2802, 2810.5 (the “PAGA Released Claims”). The Class Released Claims and PAGA Released
17 Claims shall be referred to herein as the “Released Claims”.

18 9. Distribution of the Notice of Class Action Settlement (“Class Notice”) directed to the
19 Class Members as set forth in the Settlement Agreement and the other matters set forth herein have
20 been completed, including individual notice to all Class Members who could be identified through
21 reasonable effort, and was the best notice practicable under the circumstances. This Class Notice
22 provided due and adequate notice of the proceedings and of the matters set forth therein, including
23 the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such
24 Class Notice, and the Class Notice fully satisfied the requirement of due process.

25 10. One (1) Class Member opted out of the Settlement, one (1) Class Members objected to
26 the Settlement, and zero disputed their workweek count. The Class Member that opted out of the
27 Settlement is Jose I. Benitez.

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1 11. The Class Member that objected to the Settlement is Daniel Lopez. Daniel Lopez's
2 objection is overruled and he shall remain a member of the Settlement class.

3 12. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
4 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
5 settlement under California law, including the provisions of Code of Civil Procedure section 382
6 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
7 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

8 13. This Court hereby approves the settlement set forth in the Settlement Agreement and
9 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the parties to
10 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
11 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
12 that the Parties have conducted extensive and costly investigation and research, and counsel for the
13 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
14 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
15 be presented by the further prosecution of this Action. The Court has noted the significant benefits
16 to the Class Members under the Settlement. The Court also finds that the class is properly certified
17 as a class for settlement purposes only.

18 14. Nothing contained in the Settlement Agreement shall be construed or deemed in
19 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the
20 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and
21 litigation, and the attendant inconvenience and expense.

22 15. The Court approves Plaintiff as the class representative.

23 16. The Court approves David D. Bibiyan of Bibiyan Law Group, P.C., as Class Counsel.

24 17. The Court approves Phoenix Settlement Administrators ("Phoenix"), as the Settlement
25 Administrator.

26 18. The Court hereby awards Class Counsel attorneys' fees in the total amount of
27 \$126,875.00, which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted
28 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$14,427.70,

1 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
2 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
3 Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement
4 conferred a significant benefit on the Class and the necessity and financial burden of private
5 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

6 19. The Court hereby approves a service award of \$7,500.00 to Plaintiff Anthony Quinn
7 Russell, in consideration for his time, effort and risk incurred on behalf of the Settlement Class, and
8 for providing a general release and releasing unknown claims pursuant to Civil Code section 1542.
9 The service award will be paid to Plaintiff by the Settlement Administrator from the Gross
10 Settlement Amount as set forth in the Settlement Agreement.

11 20. The Court hereby approves the Settlement Administrator's cost in the amount of
12 \$8,000.00. The Settlement Administrator, Phoenix, shall be paid the cost of administration of the
13 settlement from the Gross Settlement Amount.

14 21. The Court hereby approves the PAGA penalties amount of \$20,000.00, of which
15 \$15,000.00 shall be paid to the LWDA and the remaining \$5,000.00 to be distributed to the
16 "Aggrieved Employees," defined as all non-exempt, hourly-paid employees of CIMC, whether
17 directly hired or placed by Staffmark, who worked during any part of the period between June 29,
18 2019 through October 15, 2021 ("PAGA Period") in California.

19 22. Except as expressly provided herein, the Parties each shall bear all their own fees and
20 costs in connection with this matter.

21 23. Any checks from this distribution shall remain valid and negotiable for one hundred
22 eighty (180) calendar days after the date of their issuance. If the checks remain uncashed or have
23 not been negotiated after sixty (60) calendar days from the date of mailing, a reminder postcard will
24 be sent by the Settlement Administrator to those Participating Class Members with uncashed checks
25 or checks which have not been negotiated, advising them to cash or negotiate the check, or request
26 a replacement check. If checks remain uncashed, or have not been negotiated, after one hundred
27 fifty (150) calendar days, another similar postcard will be sent by the Settlement Administrator to
28 those Participating Class Members with uncashed checks or checks which have not been negotiated.

1 After one hundred and eighty (180) calendar days, all uncashed checks or checks which have not
2 been negotiated shall be sent to the California State Controller's Office to be held as "unclaimed
3 property" in the Participating Class Member's name.

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

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

13 26. The Court finds that the class settlement on the terms set forth in the Settlement
14 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
15 the released claims against Defendants.

16 27. A final hearing Re: Final Administration of the Class Action Settlement is hereby
17 scheduled for July 7, 2024 at 8:30 a.m., or
18 October 7th, 2024 in Department 1 of the above-entitled
19 Court. At least five (5) calendar days prior to said hearing, the Parties shall file a declaration
20 confirming that the claims have been paid and that administration of all of the terms and conditions
21 of the class action settlement have been completed. Should the Court find that said declaration has
22 sufficiently evidenced full and complete administration of the class action settlement, said hearing
23 will go off-calendar.

24 28. Without affecting the finality of the Judgment in any way, this Court hereby retains
25 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
26 and all orders and judgments entered in connection therewith.

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IT IS SO ORDERED.

Dated: 12/13, 2023



Judge of the Superior Court

Judge Harold W. Hopp