

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

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| MARISELA MORA, individually and on behalf) | CASE NO.: 30-2019-01104920-CU-OE-CXC |
| of others similarly situated,) | |
| Plaintiff,) | CLASS ACTION |
| vs.) | Assigned For All Purposes To: |
| DIAMOND ZB STAFFING SERVICES, LLC;) | Judge: Hon. Melissa R. McCormick |
| CAPITAL LOGISTICS;) | Dept.: CX104 |
| JCR SERVICES, LLC; and) | ORDER GRANTING FINAL APPROVAL |
| DOES 1-50,) | OF CLASS ACTION AND PAGA |
| Defendants.) | SETTLEMENT |

Complaint Filed: October 16, 2019

1 Plaintiff Marisela Mora (“Plaintiff”) and Defendants Capital Logistics & Warehousing
2 West, Inc., sued as Capital Logistics (“Capital Logistics”) and JCR Services, LLC (“JCR”)
3 (Capital Logistics and JCR are referred to collectively as “Defendants”) (Plaintiff and Defendants
4 are referred to collectively as the “Parties”) have reached a class action settlement, which includes
5 a settlement of alleged claims for civil penalties under the Labor Code Private Attorneys General
6 Act (“PAGA”) upon the terms and conditions set forth in the Amended Class Action And PAGA
7 Settlement Agreement (“Settlement” or “Agreement), a copy of which was attached as Exhibit 1
8 to the July 23, 2024 Order granting preliminary approval of the Settlement (ROA 1005).

9 A summary of the terms of the Settlement Agreement is as follows: In exchange for the
10 releases provided in the Agreement, Capital Logistics will pay \$70,000.00 (Seventy Thousand
11 Dollars and Zero Cents), and JCR will pay \$30,000.00 (Thirty Thousand and Zero Cents), to
12 establish a non-reversionary Settlement Fund totaling \$100,000.00 (One Hundred Thousand
13 Dollars and Zero Cents). In addition, Capital Logistics will pay 70% and JCR will pay 30% of the
14 employer-side payroll taxes on the portion of settlement payments to Class members attributed as
15 wages. Subject to Court approval, the following amounts will be paid out of the Settlement Fund:
16 \$10,000.00 (Ten Thousand Dollars and Zero Cents) in settlement of PAGA claims, 75%
17 (\$7,500.00) of which will be paid to the Labor and Workforce Development Agency, with the
18 remaining 25% (\$2,500.00) to be paid to the Aggrieved Employees; \$2,500.00 (Two Thousand
19 Five Hundred Dollars and Zero Cents) in Enhancement Award for Plaintiff; \$10,000.00 (Ten
20 Thousand Dollars and Zero Cents) to the Settlement Administrator (CPT Group) for their fees and
21 costs for administering this settlement; \$33,333.33 (Thirty-Three Thousand Three Hundred
22 Thirty-Three Dollars and Thirty-Three Cents), which is one-third of the Settlement Fund, in
23 attorneys’ fees to Class Counsel; and \$5,000.00 (Five Thousand Dollars and Zero Cents) in costs
24 reimbursement to Class Counsel.

25 On July 23, 2024, the Court granted preliminary approval of the Settlement, and scheduled
26 a final approval hearing for January 30, 2025 at 2:00 p.m.

27 On January 7, 2025, Plaintiff has filed a motion for final approval of the Settlement, and on
28 April 25, 2025, the Parties have submitted a supplemental brief in support of final approval of the

1 Settlement.

2 After considering all submissions and arguments presented, IT IS HEREBY ORDERED,
3 ADJUGED AND DECREED:

4 1. The Court hereby GRANTS final approval of the class action and PAGA
5 settlement upon the terms and conditions set forth in the Agreement.

6 2. The Court hereby certifies a Class, for settlement purposes, defined as follows:

7 **Any and all non-exempt, temporary employees of JCR who were placed to work**
8 **for Capital Logistics at its facility at 22000 Opportunity Way, Riverside,**
9 **California at any time from May 8, 2019 to November 12, 2019 (“Class Period”).**

10 3. The Court hereby appoints Plaintiff Marisela Mora as Class Representative for
11 settlement purposes.

12 4. The Court hereby appoints Justian Jusuf of the Law Office of Justian Jusuf APC as
13 Class Counsel for settlement purposes.

14 5. The Court hereby finds the Agreement was the product of serious, informed, non-
15 collusive negotiations conducted at arms’ length by the Parties. In making these findings, the
16 Court considered the estimate of the Class Members’ total recovery, Defendants’ potential
17 liability, the allocation of settlement proceeds among Class Members, and the fact that a
18 settlement represents a compromise of the Parties’ respective positions rather than the result of a
19 finding of liability at trial. The Court further finds that the terms of the Settlement Agreement
20 have no obvious deficiencies and do not improperly grant preferential treatment to any individual
21 Class member.

22 6. The Court finds that the distribution of the Notice of Settlement, Opt-Out Form,
23 and Objection Form (“Notice Packet”) as set forth in the Agreement has been completed in
24 conformity with the order granting preliminary approval of the Settlement. The Notice of
25 Settlement provided adequate notice of the proceedings and about the case, including the proposed
26 settlement terms as set forth in the Agreement. The Notice of Settlement fully satisfied due
27 process requirements. The Notice of Class Settlement was sent via U.S. Mail to all persons
28 entitled to such notice and to all Class Members and Aggrieved Employees who could be
identified through reasonable effort. As executed, the Notice of Settlement was the best notice

1 practicable under the circumstances.

2 7. All Class Members who did not opt out of the Settlement and all Aggrieved
3 Employees shall be bound by the releases provided in the Agreement and the Notice of Settlement.

4 8. The Court hereby approves payment in the sum of \$10,000.00 (Ten Thousand
5 Dollars and Zero Cents), to be paid out of the Settlement Fund, in settlement of PAGA claims,
6 75% (\$7,500.00) of which will be paid to the Labor and Workforce Development Agency, with
7 the remaining 25% (\$2,500.00) to be paid to the Aggrieved Employees, as provided in the
8 Agreement.

9 9. The Court hereby approves payment in the sum of \$2,500.00 (Two Thousand Five
10 Hundred Dollars and Zero Cents), to be paid out of the Settlement Fund, in Enhancement Award
11 to Plaintiff Marisela Mora.

12 10. The Court hereby approves payment in the sum of \$10,000.00 (Ten Thousand
13 Dollars and Zero Cents), to be paid out of the Settlement Fund, to the Settlement Administrator
14 (CPT Group) for their fees and costs for administering this settlement.

15 11. The Court hereby approves payment in the sum of \$33,333.33 (Thirty-Three
16 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents), which is one-third of the
17 Settlement Fund, to be paid out of the Settlement Fund, in reasonable attorneys' fees to Class
18 Counsel. The Court hereby approves payment in the sum of \$5,000.00 (Five Thousand Dollars
19 and Zero Cents), to be paid out of the Settlement Fund, in costs reimbursement to Class Counsel.
20 The Court finds that these amounts are fair and reasonable under the circumstances both under the
21 common fund approach and the lodestar approach.

22 12. The Court hereby orders the Parties to implement the terms of the Agreement, and
23 directs the Settlement Administrator to implement the terms of the Settlement, including
24 disbursing the funds pursuant to the terms of the Settlement and consistent with this Order.

25 13. A Final Accounting Hearing is scheduled for May 7, 2026 at 2:00 p.m. in Dept.
26 CX104.

27 14. Counsel for Plaintiff shall file a declaration of the Settlement Administrator
28 regarding funding and disbursement at least 9 court days before the hearing.

1 15. The Court shall retain jurisdiction to enforce the settlement pursuant to Civil
2 Procedure Code section 664.6.

3 16. A copy of this Order shall be posted on the Settlement Administrator's website for
4 this Settlement for at least 180 days.

5 **IT IS SO ORDERED.**

6
7 Dated: May 8, 2025



Melissa R. McCormick
Judge of the Superior Court