

1 **MAKAREM & ASSOCIATES, APLC**  
2 Ronald W. Makarem, Esq. (SBN 180442)  
3 makarem@law-rm.com  
4 Samuel Almon, Esq. (SBN 243569)  
5 almon@law-rm.com  
6 Daniel J. Bass, Esq. (SBN 287466)  
7 bass@law-rm.com  
8 11601 Wilshire Boulevard, Suite 2440  
9 Los Angeles, California 90025-1760  
10 Phone: (310) 312-0299; Fax: (310) 312-  
11 0296

12 Attorneys for Plaintiff JOAQUIN ROJAS,  
13 individually, and on behalf of all others  
14 similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE COUNTY OF LOS ANGELES**

17 JOAQUIN ROJAS, an individual,  
18  
19 Plaintiffs,  
20  
21 vs.  
22  
23 JAR TRANSPORTATION INC., a California  
24 Corporation, RAYMOND PAUL JUNE, an  
25 individual, FEDEX GROUND PACKAGE  
26 SYSTEM, INC., a Delaware corporation; and  
27 DOES 1-20, inclusive,  
28  
29 Defendants.

**FILED**  
Superior Court of California  
County of Los Angeles  
**11/06/2023**  
David W. Slayton, Executive Officer / Clerk of Court  
By:                     A. Rosas                     Deputy

Case No.: 21STCV15613

**[PROPOSED] JUDGMENT**

*[Filed Concurrently With Motion For Final Approval and Supportive Declarations]*

Date: November 6, 2023  
Time: 10:00 a.m.  
Dept: 11

Complaint Filed: April 26, 2021  
Consolidated with 21STCV41706

1 This matter came on for hearing on November 6, 2023 at 10:00 a.m., in Department 11 of  
2 the above-entitled court located at Spring Street Courthouse, 312 N. Spring Street, St, Los Angeles,  
3 CA 90012 regarding Plaintiff’s Notice of Motion and Motion for Final Approval of Class Action  
4 Settlement.

5 On June 15, 2023, the Court granted Plaintiff’s Motion for Preliminary Approval of Class  
6 Action Settlement (“Order Granting Preliminary Approval”), thereby preliminarily approving the  
7 settlement of the above-captioned Action in accordance with Joint Stipulation of Settlement and  
8 Release of Class Action (“Agreement”), which, together with the exhibits attached thereto, sets  
9 forth the terms and conditions for settlement and judgment of the Action.

10 Having fully reviewed and considered the moving papers, and having analyzed Agreement  
11 between Plaintiff Joaquin Rojas (“Plaintiff”), and Defendants, JAR Transportation Inc. and  
12 Raymond Paul June (“Defendants”), attached as Exhibit “A” to the Declaration of Daniel Bass,

13 **THIS COURT HEREBY ENTERS THE FOLLOWING ORDERS AND JUDGMENT:**

14 1. All defined terms contained herein shall have the same meanings as those set forth  
15 in the Agreement.

16 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
17 proceeding and over all parties to the Action.

18 3. The Court finds that the applicable requirements of California Code of Civil  
19 Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with  
20 respect to the Class and the Agreement. The Court hereby makes final its earlier provisional  
21 certification of the class for settlement purposes only, as set forth in the Order Granting Preliminary  
22 Approval.

23 4. For purposes of final approval of settlement, Plaintiff is further appointed as Class  
24 Representative, and Ronald W. Makarem, Samuel Almon, and Daniel J. Bass of Makarem &  
25 Associates, APLC (“Plaintiff’s Counsel or Class Counsel”) are appointed as Class Counsel.

26 5. The Notice given to Class Members informed Class Members of all material  
27 elements of the settlement and of their opportunity to object to or to seek exclusion from the  
28 Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient

4814-4130-2610.1

1 notice to all Class Members; and complied fully with the laws of the state of California, the United  
2 States Constitution, due process and other applicable law. The Notice fairly and adequately  
3 described the terms of the settlement and provided Class Members adequate instructions and a  
4 variety of means to obtain additional information regarding the settlement to enter judgment  
5 thereon.

6 6. Pursuant to California law, the Court hereby grants final approval to the settlement  
7 and finds it fair, reasonable and adequate, and in the best interests of the Class as a whole to enter  
8 judgment thereon. More specifically, the Court finds that the settlement was reached following  
9 meaningful discovery and investigation conducted by Class Counsel; that the settlement is the  
10 result of serious, informed, adversarial, and arm's-length negotiations between the parties; and that  
11 the terms of the settlement are in all respects fair, adequate, and reasonable. In so finding, the Court  
12 has considered all of the evidence presented, including evidence regarding the strength of  
13 Plaintiff's case; the risks, expenses, and complexity of the claims presented; the likely duration of  
14 further litigation; the amount offered in the settlement; the extent of investigation and discovery  
15 completed; and the experience and views of Class Counsel. Further, the Court has considered the  
16 lack of objections from the settlement by Class Members. Accordingly, the Court enters judgment  
17 against the Defendant and directs that the settlement be affected in accordance with the Agreement,  
18 and the following terms and conditions.

19 7. As a full opportunity has been afforded to the Class Members to participate in this  
20 hearing, and all Class Members and other persons wishing to be heard have been heard. Class  
21 Members also have had a full and fair opportunity to exclude themselves from the settlement and  
22 Class. Accordingly, the Court determines that all Class Members who did not timely request  
23 exclusion from the settlement are bound by this Order and Judgment.

24 8. Judgment is entered against Defendant in the amount of \$165,000.00 in accordance  
25 with the Settlement. It is hereby ordered that Defendant shall fully fund the Gross Settlement  
26 Amount by transmitting the funds to the Administrator no later than 14 days after the Effective  
27 Date. Prior to disbursement of any funds, the Administrator will provide a disbursement summary  
28 of the calculations for the Class Representative Service Award, Class Counsel Fees Payment, Class

4814-4130-2610.1

1 Counsel Litigation Expenses Payment, LWDA PAGA Payment, Administration Expenses  
2 Payment, Individual Class Payments, and Individual PAGA Payments for review and approval by  
3 Class Counsel and Defense Counsel. Within 14 days after Defendant funds the Gross Settlement  
4 Amount, the Administrator will mail checks for all Individual Class Payments, all Individual  
5 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class  
6 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class  
7 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class  
8 Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not  
9 precede disbursement of Individual Class Payments and Individual PAGA Payments.

10 9. The Administrator, CPT Group, Inc. is ordered to issue checks for the Individual  
11 Class Payments and/or Individual PAGA Payments and send them to the Class Members via First  
12 Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less  
13 than 180 days after the date of mailing) when the check will be voided. The Administrator will  
14 cancel all checks not cashed by the void date. The Administrator will send checks for Individual  
15 Settlement Payments to all Participating Class Members (including those for whom Class Notice  
16 was returned undelivered). The Administrator will send checks for Individual PAGA Payments to  
17 all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved  
18 Employees (including those for whom Class Notice was returned undelivered). The Administrator  
19 may send Participating Class Members a single check combining the Individual Class Payment  
20 and the Individual PAGA Payment as long as all payments, or portions thereof, are treated as  
21 provided in the Agreement for tax purposes. Before mailing any checks, the Settlement  
22 Administrator must update the recipients' mailing addresses using the National Change of Address  
23 Database.

24 10. It is hereby ordered that the Administrator, CPT Group, Inc. shall issue payment to  
25 itself in the amount of \$10,000.00 for the services performed and costs incurred in the  
26 administration of the settlement in accordance with the Agreement and the terms and conditions  
27 of this Order.

1           11.     The Court finds that the Class Representative Service Payment sought is fair and  
2 reasonable for the work performed by named Plaintiff on behalf of the Class. It is hereby ordered  
3 that the Settlement Administrator issue a service payment in the amount of \$7,500 to Plaintiff  
4 Joaquin Rojas.

5           12.     The Court has found that Class Counsel's request for attorneys' fees in the amount  
6 of \$55,000 falls within the range of reasonableness, and the result achieved justifies the award  
7 sought. The requested fees are fair, reasonable, and appropriate, and are hereby approved. It is  
8 hereby ordered and adjudged that the Settlement Administrator issue payment to Class Counsel of  
9 \$55,000.00 to Makarem & Associates, APLC for attorneys' fees.

10          13.     The Court found that Class Counsel's request for litigation costs in the amount of  
11 \$15,823.00 is reasonable, and approved. It is hereby ordered and adjudged that the Settlement  
12 Administrator issue payment to Class Counsel of \$15,823.00 to Makarem & Associates, APLC  
13 for reimbursement of litigation costs.

14          14.     With this final approval of the settlement, the Court hereby enters judgment by  
15 which, as of the Effective Date - defined in the Settlement Agreement- all Participating Class  
16 Members, on behalf of themselves and their respective former and present representatives, agents,  
17 attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all  
18 claims that were alleged, or reasonably could have been alleged, based on the Class Period facts  
19 stated in the Operative Complaints and ascertained in the course of the Action , including (1)  
20 failure to pay all earned wages, (2) unpaid minimum wages, (3) unpaid overtime wages, (4)  
21 failure to provide meal periods, (5) failure to provide rest periods, (6) failure to provide accurate  
22 wage statements, (7) waiting time penalties, (8) failure to maintain accurate payroll, (9) failure to  
23 pay all wages earned for labor performed each pay period, (10) failure to indemnify for all  
24 necessary business expenditures, (11) unfair competition pursuant to California Business and  
25 Professions Code section 17200, et seq., and (12) violation of California Labor Code section  
26 2698, et seq. Except as set forth in Section 6.3 of the Agreement, Participating Class Members do  
27 not release any other claims, including claims for vested benefits, wrongful termination, violation  
28 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,

4814-4130-2610.1

1 workers' compensation, or claims based on facts occurring outside the Class Period.

2 15. Additionally the Court hereby enters judgment by which, as of the Effective Date -  
3 defined in the Settlement Agreement- All Non-Participating Class Members who are Aggrieved  
4 Employees are deemed to release, on behalf of themselves and their respective former and present  
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released  
6 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been  
7 alleged, based on the PAGA Period facts stated in the Operative Complaint's PAGA Notice,  
8 including violation of California Labor Code section 2698, et seq., and ascertained in the course  
9 of the Action.

10 16. In addition Plaintiff and his respective former and present spouses, representatives,  
11 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge  
12 Released Parties from all claims, transactions, or occurrences that occurred during the Class  
13 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,  
14 alleged, based on the facts contained, in the Operative Complaints and (b) all PAGA claims that  
15 were, or reasonably could have been, alleged based on facts contained in the Operative  
16 Complaints, Plaintiff's PAGA Notice, or ascertained during the Action and released under section  
17 6.2 of the Agreement. ("Plaintiff's Release.") For purposes of Plaintiff's Release, Plaintiff is  
18 deemed to have expressly waived and relinquishes the provisions, rights, and benefits, if any, of  
19 section 1542 of the California Civil Code, which reads: A general release does not extend to  
20 claims that the creditor or releasing party does not know or suspect to exist in his or her favor at  
21 the time of executing the release and that, if known by him or her, would have materially affected  
22 his or her. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement,  
23 or to any claims for vested benefits, unemployment benefits, disability benefits, social security  
24 benefits, workers' compensation benefits that arose at any time, or based on occurrences outside  
25 the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or  
26 in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,  
27 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding  
28 such different or additional facts or Plaintiff's discovery of them.

4814-4130-2610.1

1           17. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h),  
2 the Court shall retain continuing jurisdiction solely for purposes of addressing: (i) the  
3 interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration  
4 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set  
5 forth in this Agreement. The Parties, Class Counsel and Defense Counsel submit to the  
6 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement  
7 embodied in this Stipulation of Settlement and all orders and judgments entered in connection  
8 therewith.

9           18. The Court has set a Final Compliance Hearing on   R | A G  , 2024 at   J K C A E   m. in  
10 Department 11 of the above-entitled court for review and approval of a final compliance status  
11 report due no later than five (5) court days in advance of the compliance hearing.

12           **IT IS SO ORDERED.**

13  
14 Dated:   11/06/2023  ,   2023  



A handwritten signature in black ink that reads "David S. Cunningham III".

15           David S. Cunningham III / Judge  
16           Honorable Judge of the Superior Court