

Electronically Received 10/11/2023 04:17 PM

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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 Plaintiffs,

19 vs.

20 JAR TRANSPORTATION INC., a California
21 Corporation, RAYMOND PAUL JUNE, an
22 individual, FEDEX GROUND PACKAGE
23 SYSTEM, INC., a Delaware corporation; and
24 DOES 1-20, inclusive,

25 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] ORDER OF FINAL APPROVAL

[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 and PAGA 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 the Class Action and PAGA
8 Settlement Agreement (“Agreement”), which, together with the exhibits attached thereto, sets forth
9 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 MAKES THE FOLLOWING ORDERS:**

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.

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

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

22 8. It is hereby ordered that Defendant shall fully fund the Gross Settlement Amount,
23 by transmitting the funds to the Administrator no later than 14 days after the Effective Date. Prior
24 to disbursement of any funds, the Administrator will provide a disbursement summary of the
25 calculations for the Class Representative Service Award, Class Counsel Fees Payment, Class
26 Counsel Litigation Expenses Payment, LWDA PAGA Payment, Administration Expenses
27 Payment, Individual Class Payments, and Individual PAGA Payments for review and approval by
28 Class Counsel and Defense Counsel. Within 14 days after Defendant funds the Gross Settlement

4814-4130-2610.1

1 Amount, the Administrator will mail checks for all Individual Class Payments, all Individual
2 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class
3 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
4 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
5 Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not
6 precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

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

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

4814-4130-2610.1

1 12. The Court finds Class Counsel’s request for attorneys’ fees in the amount of
2 \$55,000 falls within the range of reasonableness, and the result achieved justifies the award
3 sought. The requested fees are fair, reasonable, and appropriate, and are hereby approved. It is
4 hereby ordered that the Settlement Administrator issue payment to Class Counsel of \$55,000.00
5 to Makarem & Associates, APLC for attorneys’ fees.

6 13. The Court finds that Class Counsel’s request for litigation costs in the amount of
7 \$15,823.00 is reasonable, and is hereby approved. It is hereby ordered that the Settlement
8 Administrator issue payment to Class Counsel of \$15,823.00 to Makarem & Associates, APLC
9 for reimbursement of litigation costs.

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

27 15. Additionally the Court concurrently enters judgment by which, as of the Effective
28 Date - defined in the Settlement Agreement- All Non-Participating Class Members who are

4814-4130-2610.1

1 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
2 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
3 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
4 been alleged, based on the PAGA Period facts stated in the Operative Complaint's PAGA Notice,
5 including violation of California Labor Code section 2698, et seq., and ascertained in the course
6 of the Action.

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

26 17. After entry of this Order and concurrent Judgment, pursuant to California Rules of
27 Court, Rule 3.769(h), the Court shall retain continuing jurisdiction solely for purposes of
28 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement

4814-4130-2610.1

1 administration matters, and (iii) such post-Judgment matters as may be appropriate under court
2 rules or as set forth in this Agreement. The Parties, Class Counsel and Defense Counsel submit to
3 the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
4 Settlement embodied in this Stipulation of Settlement and all orders and judgments entered in
5 connection therewith.

6 18. The Court sets a Final Compliance Hearing on FR 11/06/2023, 2023 at 10:00 A.M. in
7 Department 11 of the above-entitled court for review and approval of a final compliance status
8 report due no later than five (5) court days in advance of the compliance hearing.

9 **IT IS SO ORDERED.**

10
11 Dated: 11/06/2023, 2023



12 Honorable Judge of the Superior Court