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

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

JOAQUIN ROJAS, individually, and on  
behalf of all others similarly situated,  
  
Plaintiff,  
  
vs.  
  
JAR TRANSPORTATION INC., a  
California Corporation, RAYMOND  
PAUL JUNE, an individual, FEDEX  
GROUND PACKAGE SYSTEM, INC., a  
Delaware corporation; and DOES 1  
through 20, inclusive;  
  
Defendants.

CASE NO. 21STCV15613  
**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

*[Filed Concurrently With Motion For  
Preliminary Approval and Supporting  
Declarations]*

Date: April 7, 2023  
Time: 10:00 a.m.  
Department: 11

Complaint Filed: April 26, 2021  
Consolidated with 21STCV41706

**FILED**  
Superior Court of California  
County of Los Angeles  
**06/15/2023**  
David W. Slayton, Executive Officer / Clerk of Court  
By:           L. MGreené           Deputy

1 This matter came on for hearing on April 7, 2023, in the above-entitled court, on the  
2 Motion for Preliminary Approval of Class Action Settlement. Having fully reviewed and  
3 considered the moving papers, and having analyzed the Class Action and PAGA Settlement  
4 Agreement (“Settlement Agreement”) between Plaintiff JOAQUIN ROJAS (“Plaintiff”) and  
5 Defendants JAR Transportation Inc., and Raymond Paul June (“Defendants”) (collectively  
6 “Parties”), attached to the Declaration of Daniel J. Bass as Exhibit “1” and incorporated by  
7 reference in full and made a part of this Order, the Court **GRANTS** Plaintiff’s Motion for  
8 Preliminary Approval of Class Action Settlement.

9 **THIS COURT HEREBY MAKES THE FOLLOWING ORDERS:**

10 1. This Court hereby preliminarily finds the proposed settlement as set forth in the  
11 Settlement Agreement appears fair, reasonable, and adequate, and accordingly, the Court  
12 preliminarily approves and incorporates the Settlement Agreement.

13 2. All defined terms contained herein shall have the same meanings as those set forth  
14 in the Settlement Agreement.

15 3. The Class Notice, attached as Exhibit “A” to Exhibit “1” of the Declaration of  
16 Daniel J. Bass, is hereby approved. The Second Amended Complaint attached as Exhibit “B” to  
17 Exhibit “1” of the Declaration of Daniel J. Bass, is hereby filed and served as of the date of the  
18 signing of this order.

19 4. The Court finds that the distribution of the Class Notice in the manner set forth in  
20 the Settlement Agreement substantially meets the requirements of California law and due process,  
21 is the best notice practicable under the circumstances, and shall constitute due and sufficient notice  
22 to all persons entitled thereto.

23 5. Solely for the purposes of the proposed settlement, the following class is hereby  
24 provisionally certified pursuant to the Settlement Agreement’s terms and conditions and pursuant  
25 to California Code of Civil Procedure section 382 as follows:

26 The “Class” means all individuals employed by Defendant JAR  
27 Transportation Inc., as a non-exempt employee in the state of  
28 California at any time between July 1, 2020 and September 7, 2022.

1           6.       Solely for the purposes of the proposed settlement, the Court does hereby  
2 preliminarily approve Ronald W. Makarem, Samuel D. Almon, and Daniel J. Bass of Makarem &  
3 Associates, APLC (“Plaintiff’s Counsel or Class Counsel”) as Class Counsel.

4           7.       Solely for the purposes of the proposed settlement, the Court does hereby  
5 preliminarily approve Plaintiff as Class Representative.

6           8.       Solely for the purposes of the proposed settlement, the Court does hereby  
7 preliminarily approve of and appoint CPT Group, Inc. (“CPT”), as the Parties' Settlement  
8 Administrator, and approves of settlement administration costs of up to \$ 11,800.

9           9.       The Court finds that the section of the Settlement Agreement regarding the  
10 disposition of uncashed checks complies with California Code of Civil Procedure Section 384 by  
11 providing that for any Class Member whose Individual Class Payment check or Individual PAGA  
12 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the  
13 funds represented by such checks to the California Controller’s Unclaimed Property Fund in the  
14 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of  
15 California Code of Civil Procedure Section 384, subd. (b).

16           10.      A final fairness hearing (the "Final Approval Hearing") shall be set on  
17 ~~at 10:00 AM~~ ~~at 10:00 AM~~, 2023, in Department 11 of this Court, to review the notice process and  
18 objections, if any, and to determine whether the proposed settlement on the terms and conditions  
19 set forth in the Settlement Agreement are fair, reasonable, and adequate, and should be approved  
20 by the Court; whether the Judgment as provided in the Settlement Agreement should be entered  
21 into; and to determine the amount of attorneys' fees and costs that should be awarded to Class  
22 Counsel and the amount of the Class Representative Service Payment that should be awarded to  
23 the Representative Plaintiff.

24           11.      The Settlement Administrator shall supervise and administer the notice procedure  
25 pursuant to the terms of the Settlement Agreement.

- 26           a.       Within Not later than 15 days after the Court grants Preliminary Approval of  
27                   the Settlement Defendants will deliver the Class Data to the Administrator, in  
28                   the form of a Microsoft Excel spreadsheet. “Class Data” means Class Member

1 identifying information in JAR's possession including the Class Member's  
2 name, last-known mailing address, Social Security number, and number of  
3 Class Period Workweeks and PAGA Pay Periods.

4 b. No later than three (3) business days after receipt of the Class Data the  
5 Administrator shall notify Class Counsel that the list has been received and state  
6 the number of Class Members, Aggrieved Employees, Workweeks, and Pay  
7 Periods reflected in the Class Data.

8 c. Within 14 days after receiving the Class Data the Administrator will send to all  
9 Class Members identified in the Class Data, via first-class United States Postal  
10 Service ("USPS") mail, the Class Notice with Spanish translation.

11 d. 45 days after mailing Class Notice will be the Response Deadline: Last date on  
12 which Class Members may: (a) fax, email, or mail Requests for Exclusion from  
13 the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.  
14 Class Members to whom Notice Packets are resent after having been returned  
15 undeliverable to the Administrator shall have an additional 14 calendar days  
16 beyond the Response Deadline has expired.

17 12. Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
18 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not  
19 later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for  
20 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class  
21 Member or his/her representative that reasonably communicates the Class Member's election to  
22 be excluded from the Settlement and includes the Class Member's name, address and email address  
23 or telephone number and Social Security number. To be valid, a Request for Exclusion must be  
24 timely faxed, emailed, or postmarked by the Response Deadline.

25 13. Only Settlement Class Members who do not opt out of the Settlement may object  
26 to the non-PAGA portion of the Settlement. Class Members may send written objections to the  
27 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear  
28 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval

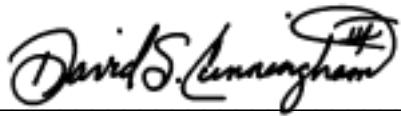
1 Hearing. A Participating Class Member who elects to send a written objection to the Administrator  
2 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an  
3 additional 14 days for Class Members whose Class Notice was re-mailed.

4 14. The Court's preliminary approval of the Settlement Agreement is not to be deemed  
5 an admission of liability or fault by Defendant, or a finding as to the validity of any claims or  
6 defenses asserted in the action.

7 15. The Court reserves the right to adjourn the date of the Final Approval Hearing  
8 without further notice to the Class Members, and it will retain jurisdiction to consider all further  
9 applications arising out of or connected with the proposed Settlement.

10 **IT IS SO ORDERED.**

11  
12 Dated: 06/15/2023, ~~2023~~

  
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Judge of the Superior Court

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