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7 similarly situated and similarly aggrieved employees

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

10 RAFAEL JIMENEZ, individually and on
11 behalf of other persons similarly situated
12 and similarly aggrieved employees,

13 Plaintiffs,

14 v.

15 CARGO HS LLC, an active California
16 Limited Liability Company; and DOES 1
through 10,

17 Defendants.

Case No.: 21STCV15258

CLASS AND REPRESENTATIVE
ACTION

[Assigned to Hon. Elihu M. Berle in
Dept. SS-6]

[PROPOSED] ORDER
GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL

[FILED CONCURRENTLY WITH
NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL;
DECLARATION OF HAIK
HACOPIAN WITH EXHIBITS;
DECLARATION OF ZORIK
MOORADIAN; AND
DECLARATION OF RAFAEL
JIMENEZ]

Date: July 13, 2023
Time: 9:00 a.m.
Dept.: SS-6

1 On July 13, 2023, the Court considered the motion of Plaintiff Rafael Jimenez for
2 preliminary approval of the Parties' proposed class action Settlement.

3 The Court having read and considered the papers on the motion submitted by Class
4 Counsel, having heard the presentation of Class Counsel and Defendant's counsel, having
5 reviewed all of the submissions presented with respect to the proposed Settlement, having
6 carefully considered the requirements for class certification, and having preliminarily
7 determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED
8 ADJUDGED, and DECREED that:

9 1. Preliminary Approval of the Class Action Settlement is GRANTED pursuant
10 to Cal. Rules of Court, rule 3.769;

11 2. The Settlement, as set forth in the Class Action and PAGA Settlement
12 Agreement ("Settlement Agreement"), is in all respects fair, reasonable, adequate, and in the
13 best interests of the Settlement Class, and it is preliminarily approved. Except as expressly set
14 forth herein, the Parties shall effectuate the Settlement Agreement according to its terms. The
15 Settlement Agreement, and every term and provision thereof, shall be deemed incorporated
16 herein as if explicitly set forth and shall have full force of an Order of this Court;

17 3. The Court finds that the notice plan set forth in the Settlement Agreement
18 constitutes the best notice practicable under the circumstances and shall constitute due and
19 sufficient notice to the Settlement Class of the pendency of the Action, the terms of the
20 Settlement Agreement, the Final Approval Hearing, and satisfies the requirements of
21 California law and federal due process law;

22 4. The proposed Settlement Class is provisionally certified under Civ. Code §
23 382, with the Class consisting of:

24 All hourly, non-exempt employees who are currently or have been
25 employed by Defendant Cargo HS LLC in the State of California at any
26 time during the period of April 21, 2017 through March 3, 2023.
("Class Period")

5. Plaintiff Rafael Jimenez is appointed as the Class Representative;

6. Zorik Mooradian and Haik Hacopian of Mooradian Law, APC are appointed

1 as Class Counsel for the class;

2 7. CPT Group is appointed as the third-party administrator (“Settlement
3 Administrator”);

4 8. The proposed settlement of Plaintiff’s Private Attorneys General Act (the
5 “PAGA”) claims is preliminarily approved;

6 9. The proposed Class Notice, attached as Exhibit A to the Settlement
7 Agreement, is approved and shall be disseminated according to the notice plan described in
8 the Settlement Agreement and substantially in the form submitted;

9 10. In conformity with the Class Notice, Settlement Class Members wishing to be
10 excluded from the Settlement Class must submit a written request for exclusion requesting
11 exclusion from the Settlement on or before the expiration of the opt out period (60 days after
12 the date that the Class Notice is mailed);

13 11. In conformity with the Class Notice, any Settlement Class Member who does
14 not opt out of the Settlement may object to the settlement, either personally or through an
15 attorney, orally at the Final Approval Hearing or by providing written notice that the
16 Settlement Class Member is objecting to the Settlement Administrator, which written notice
17 must be postmarked no later than 60 days after the date that the Class Notice is mailed;

18 12. A Final Approval Hearing will be held on _____,
19 to determine if the proposed settlement should be granted final approval. The Court will hear
20 all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiff’s
21 request for a Class Representative Service Payment, Class Counsel’s request for Attorney’s
22 Fees, Class Counsel’s request for Costs, payment to the LWDA, and payment to the
23 Settlement Administrator. Any Settlement Class Member who complies with the procedures
24 and requirements specified in the Class Notice may appear at the Final Approval Hearing;

25 13. Class Counsel is to file and serve the Motion for Final Approval of Class
26 Action Settlement and for Awards of Class Representative Service Award, Attorneys’ Fees,
Costs, payment to the LWDA, and payment to the Settlement Administrator, by
_____; and

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14. The Court shall retain jurisdiction necessary to effectuate this Order and consider all further applications out of or in connection with the Settlement.

Dated:_____

By:_____

Honorable Elihu M. Berle
Judge of the Superior Court