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Attorneys for Plaintiff JOAQUIN ROJAS

**SUPERIOR COURT 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

**JOINT STIPULATION AND [PROPOSED]
ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

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

Complaint Filed: April 26, 2021
Consolidated with 21STCV41706

1 **JOINT STIPULATION**

2 WHEREAS, on January 31, 2023, Plaintiff Joaquin Rojas ("Plaintiff") and Defendants
3 JAR Transportation Inc. and Raymond Paul June ("Defendants") (collectively, the "Parties")
4 entered into a Class Action and PAGA Settlement Agreement ("Agreement") resolving this
5 matter and the consolidated case LASC Case No. 21STCV41706;

6 WHEREAS, on January 31, 2023, Plaintiff also filed a Motion for Preliminary Approval
7 of the Parties' Agreement;

8 WHEREAS, the Parties have meet and conferred via their attorneys of record regarding
9 the filing of the Motion for Preliminary Approval and noticed some typographical and
10 computational errors in Plaintiff's Motion for Preliminary Approval;

11 WHEREAS, the Parties have agreed to correct some of these errors by way of this
12 stipulation so as to rectify any potential issues for the Court's review without delaying the
13 Court's hearing of the matter due to issues of notice as might be cause by notice of errata;

14 WHEREAS, Plaintiff's Motion for Preliminary Approval makes a computational error in
15 its calculation of the Net Settlement Amount. Specifically, at page 4 lines 2-3 it is calculated to
16 be "approximately \$68,200.00, plus the \$2,500.00 separately distributed to Aggrieved
17 Employees based on their PAGA Period Pay Periods." This error is repeated in paragraph 21 of
18 the Declaration of Daniel Bass. The Net Settlement Amount would actually be \$60,700.00 plus
19 \$2,500.00 when the requested \$7,500.00 Class Representative Service Payment is deducted.

20 WHEREAS, due to the mistake in calculating the Net Settlement Amount the average
21 estimated recovery for each class member is also miscalculated. Specifically, at page 4 line 8 it is
22 calculated to be "approximately \$749.45." This error is repeated in paragraph 22 of the
23 Declaration of Daniel Bass. The correct average payment would be approximately \$667.03.

24 WHEREAS, Plaintiff's Motion for Preliminary Approval similarly makes a typographical
25 error in Plaintiff's estimated exposure for meal break violations at page 12, line 5 and paragraph
26 40 of the Declaration of Daniel Bass. The \$3,420 stated represented a small, potential regular
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rate shortfall. The proper calculation of Plaintiff's estimated meal break exposure was actually \$98,228 less the \$45,780 in paid meal break premiums.

WHEREAS, Plaintiff's [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement mistakenly referred to a Second Amended Complaint in Paragraph 3, which does not exist and is unnecessary herein;

WHEREAS, Parties have removed the mistaken reference to the Second Amended Complaint and added a space for the time of the Final Approval hearing to Paragraph 10 of the attached revised [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement;

ACCORDINGLY, IT IS HEREBY STIPULATED AND AGREED by and between the Parties to the above-captioned action and their attorneys of record as follows:

The Parties stipulate that the errors typographical and computational errors in Plaintiff's Motion are not substantive, are sufficiently addressed by this stipulation, and request that the Court sign the revised [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement attached hereto rather than that filed with Plaintiff's Motion for Preliminary Approval.

IT IS SO STIPULATED.

Dated: March 24, 2023

MAKAREM & ASSOCIATES, APLC

By: *Daniel Bass*
Daniel J. Bass, Esq.
Attorneys for Plaintiff
JOAQUIN ROJAS

Dated: March 24, 2023

LIGHTGABLER

By: *Kathy Fellows*
Chandra A. Beaton
Kathleen M. Fellows
Attorneys for Defendants
JAR TRANSPORTATION INC. and
RAYMOND PAUL JUNE

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Attorneys for Plaintiff JOAQUIN ROJAS

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**

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

Complaint Filed: April 26, 2021
Consolidated with 21STCV41706

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
14 forth 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.

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

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

24 The “Class” means all individuals employed by Defendant JAR
25 Transportation Inc., as a non-exempt employee in the state of
26 California at any time between July 1, 2020 and September 7,
27 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
12 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
13 transmit the funds represented by such checks to the California Controller’s Unclaimed Property
14 Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the
15 requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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

- 1 a. Within Not later than 15 days after the Court grants Preliminary Approval of the
2 Settlement Defendants will deliver the Class Data to the Administrator, in the
3 form of a Microsoft Excel spreadsheet. "Class Data" means Class Member
4 identifying information in JAR's possession including the Class Member's name,
5 last-known mailing address, Social Security number, and number of Class Period
6 Workweeks and PAGA Pay Periods.
- 7 b. No later than three (3) business days after receipt of the Class Data the
8 Administrator shall notify Class Counsel that the list has been received and state
9 the number of Class Members, Aggrieved Employees, Workweeks, and Pay
10 Periods reflected in the Class Data.
- 11 c. Within 14 days after receiving the Class Data the Administrator will send to all
12 Class Members identified in the Class Data, via first-class United States Postal
13 Service ("USPS") mail, the Class Notice with Spanish translation.
- 14 d. 45 days after mailing Class Notice will be the Response Deadline: Last date on
15 which Class Members may: (a) fax, email, or mail Requests for Exclusion from
16 the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.
17 Class Members to whom Notice Packets are resent after having been returned
18 undeliverable to the Administrator shall have an additional 14 calendar days
19 beyond the Response Deadline has expired.

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

3 13. Only Settlement Class Members who do not opt out of the Settlement may object
4 to the non-PAGA portion of the Settlement. Class Members may send written objections to the
5 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
6 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
7 Approval Hearing. A Participating Class Member who elects to send a written objection to the
8 Administrator must do so not later than 45 days after the Administrator's mailing of the Class
9 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

16 **IT IS SO ORDERED.**

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19 DATED: _____

By: _____
Judge of the Superior Court

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PROOF OF SERVICE

(Code of Civil Procedure §1013A(d))

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 11601 Wilshire Boulevard, Suite 2440 Los Angeles, CA 90025. My email address is baker@law-rm.com. On March 24, 2023, I caused the foregoing documents described as:

**1. JOINT STIPULATION AND [PROPOSED] ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Said document was served on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Chandra A. Beaton (SBN 225787)
cbeaton@lightgablerlaw.com;
Kathleen M. Fellows (SBN 277139)
kfellows@lightgablerlaw.com;
Adriana Diaz
adiaz@lightgablerlaw.com;
LightGabler
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
Phone: (805) 248-7208
Fax: (805) 248-7209

Attorneys for Defendants JAR TRANSPORTATION INC. and RAYMOND PAUL JUNE

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XX BY EMAIL: I caused a true copy of the foregoing document to be served by e-mail at the e-mail addresses set forth above. Each email was complete and no reports of error were received.

XX BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on an Order, I caused the above-entitled document(s) to be served through CASE ANYWHERE to all parties appearing on the electronic service list for the above-entitled case.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct. Executed on March 24, 2023, at Los Angeles, California.

Natalie Baker

Natalie Baker

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