

1 **MAKAREM & ASSOCIATES, APLC**
Ronald W. Makarem, Esq. (SBN 180442)
2 makarem@law-rm.com
Marcus Jackson, Esq. (SBN 205792)
3 jackson@law-rm.com
Daniel J. Bass, Esq. (SBN 287466)
4 bass@law-rm.com
11601 Wilshire Boulevard, Suite 2440
5 Los Angeles, California 90025-1760
Phone: (310) 312-0299; Fax: (310) 312-0296
6

Attorneys for Plaintiff JORGE HERNANDEZ ZULUAGA

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 JORGE HERNANDEZ ZULUAGA, an
11 individual,

12 Plaintiffs,

13 vs.

14 SOLARIS TRADING CORPORATION, a
15 California corporation, and DOES 1-20,
inclusive,

16 Defendants.
17
18
19
20
21
22
23
24
25
26
27
28

Case No.: 20STCV48213

[PROPOSED] JUDGMENT

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

Date: August 16, 2023

Time: 10:30 a.m.

Dept: SSC12

Judge: Hon. Carolyn Kuhl

Complaint Filed: December 17, 2020

1 This matter came on for hearing on August 16, 2023 at 10:30 a.m., in Department 12 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 March 16, 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 JORGE HERNANDEZ ZULUAGA ("Plaintiff") Defendant SOLARIS
12 TRADING CORPORATION, a California corporation ("Defendant"), attached as Exhibit "A" to
13 the Declaration of Daniel Bass, **THIS COURT HEREBY ENTERS THE FOLLOWING**
14 **ORDERS AND JUDGMENT:**

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

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

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

24 4. For purposes of final approval of settlement, Plaintiff is further appointed as Class
25 Representative, and Ronald W. Makarem, Marcus Jackson, and Daniel J. Bass of Makarem &
26 Associates, APLC ("Plaintiff's Counsel or Class Counsel") are appointed as Class Counsel.

27 5. The Notice given to Class Members informed Class Members of all material
28 elements of the settlement and of their opportunity to object to or to seek exclusion from the

4814-4130-2610.1

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

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

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

25 8. Judgment is entered against Defendant in the amount of \$350,000.00 in accordance
26 with the Settlement. It is hereby ordered that Defendant shall fully fund the Gross Settlement
27 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
28 transmitting the funds to the Administrator no later than September 1, 2023. Within 14 days after

4814-4130-2610.1

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

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

20 10. It is hereby ordered that the Administrator, CPT Group, Inc. shall issue payment to
21 itself in the amount of \$9,000.00 for the services performed and costs incurred in the administration
22 of the settlement in accordance with the Agreement and the terms and conditions of this Order.

23 11. The Court finds that the Class Representative Service Payment sought is fair and
24 reasonable for the work performed by named Plaintiff on behalf of the Class. It is hereby ordered
25 that the Settlement Administrator issue a service payment in the amount of \$5,000 to Plaintiff
26 Jorge Hernandez Zuluaga.

27 12. The Court has found that Class Counsel's request for attorneys' fees in the amount
28 of \$122,500 falls within the range of reasonableness, and the result achieved justifies the award

1 sought. The requested fees are fair, reasonable, and appropriate, and are hereby approved. It is
2 hereby ordered and adjudged that the Settlement Administrator issue payment to Class Counsel of
3 \$122,500.00 to Makarem & Associates, APLC for attorneys' fees.

4 13. The Court found that Class Counsel's request for litigation costs in the amount of
5 \$6,907.42 is reasonable, and approved. It is hereby ordered and adjudged that the Settlement
6 Administrator issue payment to Class Counsel of \$6,907.42 to Makarem & Associates, APLC for
7 reimbursement of litigation costs.

8 14. With this final approval of the settlement, the Court hereby enters judgment by
9 which, as of the Effective Date - defined in the Settlement Agreement- all Class Members who are
10 not Aggrieved Employees, on behalf of themselves and their respective former and present
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
12 Parties from all claims that were alleged, or reasonably could have been alleged, based on the
13 facts stated in the Operative Complaint and ascertained in the course of the Action including the
14 following claims: (a) failure to pay overtime wages; (b) failure to provide compliant meal periods,
15 or provide pay for non-compliant meal periods at the correct rate(s) of pay; (c) failure to authorize
16 and permit compliant rest periods, or provide pay for non-compliant rest periods at the correct
17 rate(s) of pay; (d) failure to provide accurate, itemized wage statements and/or otherwise maintain
18 accurate records; (e) failure to pay all wages; (f) failure to timely pay wages upon separation of
19 employment; (g) unfair business practices; and (h) all other claims that could have been premised
20 on the facts, claims, causes of action, or legal theories described above pursuant to the California
21 Industrial Welfare Commission (IWC) Wage Order(s) and/or California Labor Code, including
22 but not limited to Labor Code §§200-203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510,
23 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 2698-2699, and 2699.5, Cal. Bus. & Prof. Code §
24 17200 et seq., Cal. Code Civ. Proc. § 1021.5, and Cal. Civ. Code § 3287(a). Except as set forth in
25 Section 6.3 of this Agreement, Participating Class Members do not release any other claims,
26 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
27 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
28 claims based on facts occurring outside the "Class Period" of December 17, 2016 through January

4814-4130-2610.1

1 18, 2023 (the date on which the number of total workweeks reached 7,500).

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 - defined in the Settlement Agreement- will release on behalf of themselves and their
5 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
6 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
7 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
8 Complaint, the PAGA Notice and ascertained in the course of the Action including the following
9 claims: (a) failure to pay overtime wages; (b) failure to provide compliant meal periods, or
10 provide pay for non-compliant meal periods at the correct rate(s) of pay; (c) failure to authorize
11 and permit compliant rest periods, or provide pay for non-compliant rest periods at the correct
12 rate(s) of pay; (d) failure to provide accurate, itemized wage statements and/or otherwise maintain
13 accurate records; (e) failure to pay all wages; (f) failure to timely pay wages upon separation of
14 employment; (g) unfair business practices; and (h) all other claims that could have been premised
15 on the facts, claims, causes of action, or legal theories described above pursuant to the California
16 Industrial Welfare Commission (IWC) Wage Order(s) and/or California Labor Code, including
17 but not limited to Labor Code §§200-203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510,
18 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 2698-2699, and 2699.5, Cal. Bus. & Prof. Code §
19 17200 et seq.. Cal. Code Civ. Proc. § 1021.5, and Cal. Civ. Code § 3287(a)..

20 16. In addition Plaintiff and his respective former and present spouses, representatives,
21 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
22 Released Parties from all claims, transactions, or occurrences that occurred during the Class
23 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
24 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that
25 were, or reasonably could have been, alleged based on facts contained in the Operative
26 Complaint, Plaintiffs PAGA Notice, or ascertained during the Action and released under 6.2, of
27 the Settlement Agreement. ("Plaintiffs Release.") Plaintiffs Release does not extend to any claims
28 or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,

4814-4130-2610.1

1 disability benefits, social security benefits, workers' compensation benefits that arose at any time,
2 based on occurrences outside the Class Period.

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

11 18. The Court has set a Final Compliance Hearing on _____, 202_ at __:__ .m. in
12 Department 12 of the above-entitled court for review and approval of a final compliance status
13 report due no later than five (5) court days in advance of the compliance hearing.

14 **IT IS SO ORDERED.**

15
16 Dated: _____, 2023

17 _____
18 Honorable Judge of the Superior Court
19
20
21
22
23
24
25
26
27
28