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others similarly situated

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

JORGE HERNANDEZ ZULUAGA, an
individual,

Plaintiff,

vs.

SOLARIS TRADING CORPORATION., a
California Corporation; and DOES 1-20,
inclusive;

Defendants.

CASE NO. 20STCV33377

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

*[Filed Concurrently With Motion For
Preliminary Approval and Declaration of
Daniel J. Bass]*

Date: February 14, 2023

Time: 11:30 a.m.

Department: 12

Complaint Filed: 11/16/2020

1 This matter came on for hearing on February 14, 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 Class Action and PAGA Settlement
4 Agreement (“Settlement Agreement”) between Defendant Solaris Trading Corporation
5 (“Defendant” or “Solaris”) and Plaintiff Jorge Hernandez Zuluaga (“Plaintiff”) (collectively
6 “Parties”), attached as Exhibit “1” to the Declaration of Daniel J. Bass.

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

8 1. This Court hereby preliminarily approves the proposed Settlement Agreement, as
9 amended, as being fair, reasonable, and adequate.

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

12 3. The Class Notice, attached as Exhibit “A” to Exhibit “1” of the Declaration of
13 Daniel J. Bass, is hereby approved.

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

18 5. Solely for the purposes of the proposed settlement, the following class is hereby
19 provisionally certified pursuant to California Code of Civil Procedure section 382 as follows:

20 The “Class” means all current and former non-exempt or hourly
21 employees of Defendant that worked in California at any time during
22 the Class Period. “Class Period” means the period from December
23 17, 2016 to the date of Preliminary Approval or until the number of
24 total workweeks reaches 7,500, whichever is earlier.

25 6. Solely for the purposes of the proposed settlement, the Court does hereby
26 preliminarily approve Ronald W. Makarem, Marcus Jackson, and Daniel J. Bass of Makarem &
27 Associates, APLC (“Plaintiff’s Counsel or Class Counsel”) as Class Counsel.
28

1 7. Solely for the purposes of the proposed settlement, the Court does hereby
2 preliminarily approve Plaintiff Jorge Hernandez Zuluaga as Class Representative.

3 8. Solely for the purposes of the proposed settlement, the Court does hereby
4 preliminarily approve of and appoint CPT Group, Inc. (“CPT”), as the Parties' Settlement
5 Administrator, and approves of settlement administration costs of up to \$ 9,000.

6 9. The Court finds that the section of the Settlement Agreement regarding the
7 disposition of uncashed checks complies with California Code of Civil Procedure Sections 382.4
8 and 384 by providing that any unclaimed settlement funds (settlement checks that expire) shall be
9 sent to the Justice Gap Fund as the Cy Pres Recipient identified by the Parties. .

10 10. A final fairness hearing (the "Final Approval Hearing") shall be set on
11 _____, 2023, in Department 12 of this Court, the review the notice process and
12 objections, if any, and to determine whether the proposed settlement on the terms and conditions
13 set forth in the Settlement Agreement are fair, reasonable, and adequate, and should be approved
14 by the Court; whether the Judgment as provided in the Settlement Agreement should be entered
15 into; and to determine the amount of attorneys' fees and costs that should be awarded to Class
16 Counsel and the amount of the Incentive Award that should be awarded to the Representative
17 Plaintiff.

18 11. The Settlement Administrator shall supervise and administer the notice procedure
19 as follows:

20 a. Within 30 days after the Preliminary Approval Date, Defendant shall
21 simultaneously deliver the Class Data to the Administrator, in the form of a
22 Microsoft Excel spreadsheet. “Class Data” means Class Member identifying
23 information in Solaris’ possession including the Class Member’s name, last-known
24 mailing address, Social Security number, telephone number, and number of Class
25 Period Workweeks and PAGA Pay Periods.

26 b. Within three (3) business days after receipt of the Class Data, the Settlement
27 Administrator shall notify Class Counsel that the list has been received and state
28

the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

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

d. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice, meaning the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

13. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

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

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

7 **IT IS SO ORDERED.**

8
9 Dated: _____, 2023

Judge of the Superior Court