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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
California corporation, and DOES 1-20,
15 inclusive,

16 Defendants.
17

Case No.: 20STCV48213

**[PROPOSED] ORDER OF FINAL
APPROVAL**

*[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 MAKES THE FOLLOWING**
14 **ORDERS:**

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

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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.

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

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

23 8. It is hereby ordered that Defendant shall fully fund the Gross Settlement Amount,
24 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
25 the funds to the Administrator no later than September 1, 2023. Within 14 days after Defendant
26 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
27 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
28 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses

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1 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
2 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
3 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
4 Payments.

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

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

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

24 12. The Court finds Class Counsel's request for attorneys' fees in the amount of
25 \$122,500 falls within the range of reasonableness, and the result achieved justifies the award
26 sought. The requested fees are fair, reasonable, and appropriate, and are hereby approved. It is
27 hereby ordered that the Settlement Administrator issue payment to Class Counsel of \$122,500.00
28 to Makarem & Associates, APLC for attorneys' fees.

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1 13. The Court finds that Class Counsel’s request for litigation costs in the amount of
2 \$6,907.42 is reasonable, and is hereby approved. It is hereby ordered that the Settlement
3 Administrator issue payment to Class Counsel of \$6,907.42 to Makarem & Associates, APLC for
4 reimbursement of litigation costs.

5 14. Concurrently with this final approval of the settlement, the Court hereby enters
6 judgment by which, as of the Effective Date - defined in the Settlement Agreement- all Class
7 Members who are not Aggrieved Employees, on behalf of themselves and their respective former
8 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
9 release Released Parties from all claims that were alleged, or reasonably could have been alleged,
10 based on the facts stated in the Operative Complaint and ascertained in the course of the Action
11 including the following claims: (a) failure to pay overtime wages; (b) failure to provide compliant
12 meal periods, or provide pay for non-compliant meal periods at the correct rate(s) of pay; (c)
13 failure to authorize and permit compliant rest periods, or provide pay for non-compliant rest
14 periods at the correct rate(s) of pay; (d) failure to provide accurate, itemized wage statements
15 and/or otherwise maintain accurate records; (e) failure to pay all wages; (f) failure to timely pay
16 wages upon separation of employment; (g) unfair business practices; and (h) all other claims that
17 could have been premised on the facts, claims, causes of action, or legal theories described above
18 pursuant to the California Industrial Welfare Commission (IWC) Wage Order(s) and/or California
19 Labor Code, including but not limited to Labor Code §§200-203, 204, 218, 218.5, 218.6, 226,
20 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 2698-2699, and 2699.5,
21 Cal. Bus. & Prof. Code § 17200 et seq., Cal. Code Civ. Proc. § 1021.5, and Cal. Civ. Code §
22 3287(a). Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not
23 release any other claims, including claims for vested benefits, wrongful termination, violation of
24 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
25 workers’ compensation, or claims based on facts occurring outside the “Class Period” of
26 December 17, 2016 through January 18, 2023 (the date on which the number of total workweeks
27 reached 7,500).

28 15. Additionally the Court concurrently enters judgment by which, as of the Effective

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

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

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1 any time, based on occurrences outside the Class Period.

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

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

13 **IT IS SO ORDERED.**

14
15 Dated: _____, 2023

16 _____
17 Honorable Judge of the Superior Court
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