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10 Attorneys for Plaintiffs, Anthony A. Pacheco, Josue Rodriguez, and Manuel Cabrera, as  
individuals and on behalf of all others similarly situated and aggrieved,

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF KERN**

13 ANTHONY A. PACHECO, JOSUE  
14 RODRIGUEZ, and MANUEL CABRERA, as  
individuals and on behalf of all others  
15 similarly situated and aggrieved,

16 Plaintiffs,

17 v.

18 JCC LOGISTICS, INC., a California  
19 corporation; CHRISTINA TESSARO aka  
"Chrissy Tessaro"; and DOES 1 through 100,  
20 inclusive,

21 Defendants.  
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FILED  
KERN COUNTY

DEC - 2 2024

BY  DEPUTY

CASE NO.: BCV-21-102266-TSC

*[Assigned to the Hon. Thomas S. Clark in  
Dept. 17]*

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS AND REPRESENTATIVE  
ACTION SETTLEMENT AND  
CERTIFYING CLASS FOR  
SETTLEMENT PURPOSES ONLY**

HEARING INFORMATION:

DATE: December 2, 2024

TIME: 8:30 a.m.

DEPT: 17

1 This Court, having considered the Motion of plaintiffs Anthony A. Pacheco ("Pacheco"),  
2 Josue Rodriguez ("Rodriguez"), and Manuel Cabrera ("Cabrera" and together with Pacheco and  
3 Rodriguez, "Plaintiffs") for Preliminary Approval of the Class and Representative Action  
4 Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for  
5 Preliminary Approval"), the Declarations of Jasmin K. Gill, David D. Bibiyan, Plaintiffs, and  
6 Anthony Rogers, the Joint Stipulation Re: Class Action and Representative Action Settlement (the  
7 "Settlement Agreement"), the Notice of Proposed Class Action Settlement ("Class Notice"), and the  
8 other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**  
9 **ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference  
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court certifies the following settlement class for the purpose of settlement only: all  
13 current and former non-exempt, hourly paid employees who worked for Defendants JCC Logistics,  
14 Inc. and Christina Tessaro at any time during the period between September 24, 2017 through  
15 September 28, 2022 ("Class Period") in California ("Class Members").

16 3. The Court preliminarily appoints named plaintiffs Anthony A. Pacheco, Josue  
17 Rodriguez, and Manuel Cabrera as Class Representatives and David D. Bibiyan of Bibiyan Law  
18 Group, P.C and Jasmin K. Gill of J. Gill Law Group, P.C. as Class Counsel.

19 4. The Court preliminarily approves the proposed class settlement upon the terms and  
20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the  
21 settlement appears to be within the range of reasonableness of settlement that could ultimately be  
22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement  
23 amount is fair, adequate and reasonable as to all potential settlement class members when balanced  
24 against the probable outcome of further litigation relating to liability and damages issues. It further  
25 appears that extensive and costly investigation and research has been conducted such that counsel  
26 for the parties at this time are reasonably able to evaluate their respective positions. It further  
27 appears to the Court that the settlement at this time will avoid substantial additional costs by all  
28 parties, as well as the delay and risks that would be presented by the further prosecution of the



1 Action. It further appears that the settlement has been reached as the result of intensive, non-  
2 collusive, arms-length negotiations utilizing an experienced third party neutral.

3 5. The Court, approves, as to form and content, the Class Notice that has been submitted  
4 herewith.

5 6. The Court directs the mailing of the Class Notice by first-class mail to the Class  
6 Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds  
7 that dissemination of the Class Notice set forth in the Settlement Agreement complies with the  
8 requirements of law and appears to be the best notice practicable under the circumstances.

9 7. The Court hereby preliminarily approves the definition and disposition of the Gross  
10 Settlement Amount \$195,000.00, which is inclusive of: attorneys' fees not to exceed thirty-five  
11 percent (35%) of the Gross Settlement Amount, which amounts to \$68,250.00, in addition to actual  
12 costs incurred not to exceed \$25,000.00; incentive awards of \$7,500.00 for Plaintiff Pacheco,  
13 \$7,500.00 for Plaintiff Rodriguez, and \$7,500.00 for Plaintiff Cabrera; costs of settlement  
14 administration of no more than \$6,850.00; and Private Attorneys' General Act of 2004 ("PAGA")  
15 penalties in the amount of \$20,000.00, of which \$15,000.00 (75%) will be paid to the Labor and  
16 Workforce Development Agency ("LWDA") and \$5,000.00 to "Aggrieved Employees", defined as  
17 all non-exempt, hourly paid employees of Defendants JCC Logistics, Inc. and Christina Tessaro  
18 during the period between July 9, 2020 through September 28, 2022.

19 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be  
20 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

21 9. Defendants shall pay the Gross Settlement Amount and Employer Taxes within thirty  
22 (30) days of the Final Approval Date as defined in the Settlement Agreement.

23 10. Class Members' "Workweeks" shall mean the number of weeks that a Settlement  
24 Class Member was employed by Defendants in a non-exempt, hourly paid position during the Class  
25 Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as  
26 applicable).

27 11. The Settlement is based on Defendants' representation that there are no more than  
28 6,511 Workweeks worked during the Class Period. In the event the number of Workweeks worked

1 during the Class Period increases by more than 5%, (i.e., more than 326 Workweeks) during the  
2 Class Period, then the Class Period shall end on the date the number of Workweeks during the Class  
3 Period reaches 6,837 (6,511 Workweeks + 326 Workweeks). The Gross Settlement Amount shall  
4 not change as a result of the final determination of the total Workweeks worked in relation to  
5 Defendants' estimate of 6,511.

6 12. The Court deems ILYM Group, Inc. ("ILYM") the Settlement Administrator, and  
7 payment of administrative costs, not to exceed \$6,850.00, out of the Gross Settlement Amount for  
8 services to be rendered by ILYM on behalf of the class.

9 13. The Settlement Administrator shall prepare and submit to Class Counsel and  
10 Defendants' Counsel a declaration attesting to the completion of the notice process as set forth in  
11 the Settlement Agreement, including the number of attempts to obtain valid mailing addresses for  
12 and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all  
13 opt-outs and objections received.

14 14. The Court directs Defendant to, within fifteen (15) calendar days of this Order,  
15 provide the Settlement Administrator with the "Class List" for Class Members in Microsoft Excel  
16 format. The Class List will include for each Settlement Class Member, his or her: (1) name, last  
17 known address(es) and last known telephone number(s) currently in Defendants' possession,  
18 custody, or control; (2) full Social Security Number in Defendants' possession, custody, or control;  
19 and (3) the hire dates, re-hire dates (if applicable) and termination dates (if applicable) for each  
20 Settlement Class Member ("Class List").

21 15. Upon receipt of the Class List, the Settlement Administrator shall perform an address  
22 search using the United States Postal Service National Change of Address (the "NCOA") database  
23 and update the addresses contained on the Class List with the newly found addresses, if any. To the  
24 extent that this process yields an updated address, that updated address shall replace the last known  
25 address and be treated as the new last known address for purposes of this Settlement, and for  
26 subsequent mailings.

27 16. Within seven (7) calendar days of receiving the Class List from Defendants, the  
28 Settlement Administrator shall mail the Class Notice, in English and Spanish, to the Settlement



1 Class Members, via first-class regular U.S. Mail, using the most current mailing address information  
2 available. The Settlement Administrator shall maintain a list with names and all addresses to which  
3 notice was given, and digital copies of all the Settlement Administrator's records evidencing the  
4 giving of notice to any Settlement Class Member, for at least four (4) years from the Final Approval  
5 Date. Such information shall be available to Class Counsel and Defendants' counsel upon request.

6 17. The deadline by which Class Members may dispute the number of Workweeks  
7 worked, and the deadline by which Class Members may opt out or object, shall be forty-five (45)  
8 days from the date of the mailing of the Class Notice, unless the Class Member had their Class  
9 Notice re-mailed. Class Members who are re-mailed a Class Notice shall have fifteen (15) calendar  
10 days from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is  
11 later, in which to postmark a Request for Exclusion, objection, or to dispute the information  
12 provided in the Class Notice. This shall be known as the "Response Deadline."

13 18. The Class Notice shall instruct Settlement Class Members on how to exclude  
14 themselves from the Settlement Class. Any Settlement Class Member may request exclusion from  
15 (i.e., "opt out" of) the Settlement by mailing a written request to be excluded from the Settlement  
16 (the "Request for Exclusion") to the Settlement Administrator, postmarked on or before the  
17 Response Deadline. To be valid, a Request for Exclusion must include: (1) the Class Member's  
18 name; (2) the Class Member's Social Security Number; (3) the Class Member's telephone number  
19 and signature; and (4) the following statement: "Please exclude me from the Settlement Class in the  
20 *Anthony Pacheco, et al. v. JCC Logistics, Inc., et al.* matter" or a statement of similar meaning. The  
21 Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class  
22 Counsel and Defendants' Counsel and shall report the Requests for Exclusions that it receives, to  
23 the Court, in its declaration to be provided in advance of the Final Approval Hearing. Any  
24 Settlement Class Member who requests exclusion using this procedure will not be entitled to receive  
25 any payment from the Settlement and will not be bound by the Settlement Agreement or have any  
26 right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who does  
27 not opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound  
28 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any

1 Judgment that may be entered by the Court if Final Approval of the Settlement is granted.

2 19. Any Class Member who does not submit a timely and valid Request for Exclusion  
3 shall be deemed a "Participating Class Member" and be bound by the terms of the Settlement,  
4 including the releases provide therein.

5 20. Settlement Class Members will have an opportunity to dispute the information provided in  
6 their Class Notice (the "Workweek Dispute"). To the extent Class Members dispute the number of  
7 Workweeks to which they have been credited, Class Members may produce evidence to the  
8 Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting  
9 Defendants' records, Defendants' records will be presumed determinative. However, if a Class  
10 Member produces evidence to the contrary, the Settlement Administrator will evaluate the evidence  
11 submitted by the Class Member and will make the final decision as to the number of Workweeks  
12 that should be applied. All such disputes are to be resolved not later than ten (10) calendar days after  
13 the Response Deadline.

14 21. Only Settlement Class Members who do not opt out of the Settlement (*i.e.*, Participating  
15 Class Members) may object to the Settlement. In order for any Participating Class Member to object  
16 to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection  
17 to the Settlement Administrator at the address or phone number provided on the Class Notice no  
18 later than the Response Deadline. The Settlement Administrator shall email a copy of the objection  
19 forthwith to Class Counsel and Defendants' counsel and attach copies of all objections, if any, to  
20 the Declaration it provides Class Counsel, which Class Counsel shall file in support of Plaintiff's  
21 Motion for Final Approval. The objection should set forth in writing: (1) the Objector's name; (2)  
22 the Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the  
23 Objector's signature; (5) a statement of whether the Objector plans to appear at the Final Approval  
24 Hearing; and (6) the reason(s) for the Objection, along with whatever legal authority, if any, the  
25 Objector asserts in support of the Objection. If a Settlement Class Member objects to the Settlement,  
26 the Settlement Class Member will remain a member of the Settlement Class and if the Court  
27 approves this Agreement, the Settlement Class Member will be bound by the terms of the Settlement  
28 in the same way and to the same extent as a Settlement Class Member who does not object. The



1 date of mailing of the Class Notice to the objecting Settlement Class Member shall be conclusively  
2 determined according to the records of the Settlement Administrator. Settlement Class Members  
3 need not object in writing to be heard at the Final Approval Hearing; they may object or comment  
4 in person at the hearing at their own expense. Class Counsel and Defendants' Counsel may respond  
5 to any objection lodged with the Court up to five (5) court days before the Final Approval Hearing.

6 22. If a Settlement Class Member submits both an objection and a Request for Exclusion,  
7 the Request for Exclusion will control and the objection will be void.

8 23. All papers filed in support of final approval, including supporting documents for  
9 attorneys' fees and costs, shall be filed by per Code, 2024.

10 24. A Final Approval Hearing shall be held with the Court on 5-8, 2024 at  
11 8:30 : 9 m. in Department "17" of the above-entitled Court to determine: (1) whether the  
12 proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court;  
13 (2) the amount of attorneys' fees and costs to award Class Counsel; (3) the amount of incentive  
14 award to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and  
15 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

16 25. No more than seven (7) calendar days after payment by Defendants of the full Gross  
17 Settlement Amount, as well as payment by Defendants of the Employer Taxes, or after the Final  
18 Order and Judgment following a Final Fairness and Approval hearing, whichever is later, the  
19 Settlement Administrator shall distribute all payments due under the Settlement, including  
20 Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to  
21 Aggrieved Employees, Court-approved payments for the Service Awards to Plaintiffs, attorneys'  
22 fees and litigation costs and expenses to Class Counsel, approved settlement administration costs to  
23 the Settlement Administrator, and the LWDA Payment to the LWDA.


24 26. Individual Settlement Payment and Individual PAGA Payment checks shall remain  
25 valid and negotiable for one hundred and eighty (180) calendar days after the date of their  
26 issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such  
27 payments shall be canceled and funds associated with such checks shall be considered unpaid,  
28 unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid

1 Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil  
2 Procedure section 384, shall be transmitted to Court Appointed Special Advocates ("CASA") of  
3 Kern County, 1717 Columbus Street, Bakersfield, California 93305, the *cy pres* recipient, for use  
4 in Kern County. The Settlement Administrator shall prepare a report regarding the distribution  
5 plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court  
6 by Class Counsel along with a proposed amended judgment that is consistent with the provisions  
7 of Code of Civil Procedure section 384.

8 27. In the event the settlement does not become effective in accordance with the terms  
9 of the Settlement, or the settlement is not finally approved, or is terminated, cancelled or fails to  
10 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
11 and the parties shall revert to their respective positions as of the entry of the Settlement Agreement  
12 except as otherwise stated in Paragraph 16 of the Settlement Agreement.

13 **IT IS SO ORDERED.**

14  
15 Dated: 12-2-24, 2024

  
\_\_\_\_\_  
Judge of the Superior Court  
**THOMAS S. CLARK**