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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

CHRISTIAN MAGALLON, individually, and
on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

TRANSTAR INDUSTRIES, INC., an
unknown business entity; TS LOGISTICS
SOLUTIONS LLC, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2020-01167609-CU-OE-CXC

Honorable Randall Sherman
Department CX105

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 15, 2024
Time: 10:00 a.m.
Department: CX105

Complaint Filed: October 28, 2020
FAC Filed: November 30, 2020
Trial Date: None Set

1 This matter has come before the Honorable Randall Sherman in Department CX105 of the
2 Superior Court of the State of California, for the County of Orange, on March 15, 2024 at 10:00 a.m.
3 for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for Justice, PC
4 appears as counsel for Plaintiff Christian Magallon ("Plaintiff"), individually and on behalf of all
5 others similarly situated and other aggrieved employees and Lewis Brisbois Bisgaard & Smith LLP
6 appears as counsel for Defendants Transtar Industries, LLC (formerly known as Transtar Industries,
7 Inc.) and TS Logistics Solutions, LLC ("Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 **"EXHIBIT 1"** to the Declaration of Brian J. St. John in Support of Plaintiff's Motion for Preliminary
15 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement
16 falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Allocation, Settlement Administration
3 Costs, and payments to the Settlement Class Members and Aggrieved Employees provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
7 to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome
8 of further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiff in his individual capacity and as the representative
18 of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly-paid or non-exempt employees who worked for
22 Defendants in California at any time during the period from October 28, 2016
through June 28, 2022.

23 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
24 ("Class Counsel").

25 8. The Court provisionally appoints Plaintiff Christian Magallon as the representative
26 of the Class ("Class Representative").

27 9. The Court provisionally appoints Simpluris, Inc. ("Simpluris") to handle the
28 administration of the Settlement ("Settlement Administrator").

1 10. Within forty-five (45) calendar days of Preliminary Approval, Defendants will
2 provide the Settlement Administrator with each Class Member's last known full name, last known
3 mailing address, last known telephone number, Social Security Number, Workweeks during the
4 Class Period, and Workweeks during the PAGA Period (collectively, "Class Data and List") in
5 conformity with the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class Action
7 Settlement ("Class Notice"), Credited Workweeks Dispute Form ("Dispute Form"), and Request for
8 Exclusion Form ("Exclusion Form") attached as "**Exhibit A**," "**Exhibit B**," and "**Exhibit C**,"
9 respectively. The Class Notice, Dispute Form, and Exclusion Form are collectively referred to as
10 the "Notice Packet." The Notice Packet shall be provided to Class Members in the manner set forth
11 in the Settlement Agreement. The Court finds that the Notice Packet appears to fully and accurately
12 inform the Class Members of all material elements of the Settlement, of Class Members' right to be
13 excluded from the Class Settlement by submitting an opt out request, of Class Members' right to
14 dispute the Workweeks credited to each of them, and of each Settlement Class Member's right and
15 opportunity to object to the Class Settlement by submitting a Notice of Objection. The Court further
16 finds that distribution of the Notice Packet substantially in the manner and form set forth in the
17 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
18 and this Order, meet the requirements of due process and shall constitute due and sufficient notice
19 to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the
20 Notice Packet by First-Class U.S. mail to all Class Members within fourteen (14) calendar days of
21 receipt of the Class Data and List, pursuant to the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a valid and timely Request for
25 Exclusion in conformity with the requirements set forth in the Notice Packet, to the Settlement
26 Administrator, postmarked no later than the date which is sixty (60) calendar days from the initial
27 mailing of the Notice Packet to Class Members ("Response Deadline"), or, in the case of a re-mailed
28 Notice Packet, the Response Deadline will be the later of either fifteen (15) calendar days from the

1 date of the re-mailing or the original sixty (60) calendar day deadline. Any such person who timely
2 and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to
3 any recovery under the Class Settlement and will not be bound by the Class Settlement or have any
4 right to object, appeal, or comment thereon. Class Members who have not submitted a timely and
5 valid Request for Exclusion (i.e., Settlement Class Member) shall be bound by the Settlement
6 Agreement and any final judgment based thereon. Aggrieved Employees will be bound to the PAGA
7 Settlement, regardless of whether they submit a Request for Exclusion.

8 13. A Final Approval Hearing shall be held before this Court on
9 _____ at _____ a.m./p.m. in
10 Department CX105 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard,
11 Santa Ana, California 92701, to determine all necessary matters concerning the Settlement,
12 including: whether the proposed settlement of the action on the terms and conditions provided for in
13 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
14 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
15 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
16 Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs,
17 Enhancement Payment, and Settlement Administration Costs.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for
19 Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with
20 the appropriate declarations and supporting evidence, including the Settlement Administrator's
21 declaration, by _____, to be heard
22 at the Final Approval Hearing.

23 15. To object to the Settlement, a Class Member must submit a Notice of Objection to
24 the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be
25 signed and must contain the information that is required, as set forth in the Class Notice, including
26 and not limited to the grounds for the objection.

27 16. The Settlement is not a concession or admission, and shall not be used against
28 Defendants as an admission or indication with respect to any claim of any fault or omission by

1 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
3 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
4 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
5 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
6 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
7 implementation, interpretation, or enforcement of the Settlement.

8 17. In the event the Settlement does not become effective in accordance with the terms
9 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
10 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
11 vacated, and the Parties shall revert back to their respective positions as of before entering into the
12 Settlement Agreement.

13 18. The Court reserves the right to adjourn or continue the date of the Final Approval
14 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
15 Members, and retains jurisdiction to consider all further applications arising out of or connected with
16 the Settlement.

17 **IT IS SO ORDERED.**

18
19 Dated: _____

By:

The Honorable RANDALL SHERMAN
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Christian Magallon v. Transtar Industries, Inc., et al.
Orange County Superior Court, Case No. 30-2020-01167609-CU-OE-CXC

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Christian Magallon ("Plaintiff") and Defendants Transtar Industries, LLC (formerly known as Transtar Industries, Inc.) and TS Logistics Solutions LLC ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Christian Magallon v. Transtar Industries, Inc., et al.*, Orange County Superior Court, Case No. 30-2020-01167609-CU-OE-CXC ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees who worked for Defendants in California at any time from September 23, 2019 through June 28, 2022.

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendants in California at any time from October 28, 2016 through June 28, 2022.

"Class Member" means a member of the Class.

"Class Period" means the time period from October 28, 2016 through June 28, 2022.

"Class Settlement" means the settlement and resolution of the Released Class Claims (described in Section III.D below).

"PAGA Period" means the time period from September 23, 2019 through June 28, 2022.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On October 28, 2020, Plaintiff commenced the Action. On November 30, 2020, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"). By way of the Action, Plaintiff alleges that Defendants have violated the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, timely pay wages during employment, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq. and conduct that gives rise to civil penalties under California Labor Code section 2698, et seq. ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants strongly deny all of the allegations in the Action or that they violated any law or failed to pay any wages, contend that they complied with all applicable laws, and have entered the Settlement solely for purposes of resolving this dispute. Defendants further deny the Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice of

Class Action Settlement, or the settlement itself, or any actions to carry out the terms of the settlement, means Defendants admit any fault, guilt, negligence, wrongdoing, or liability whatsoever..

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action in order to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

If you are an Aggrieved Employee, you do not need to take any action in order to receive an Individual PAGA Payment; you will be bound to the PAGA Settlement and issued an Individual Settlement Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

You will not be penalized or retaliated against by Defendants for participating in the settlement. If you are currently employed by any of the Defendants, your employment will not be affected in any way.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$1,350,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the maximum amount allocated under the Settlement for Enhancement Payment, maximum amount allocated under the Settlement for Attorneys’ Fees, Court-approved amount of Attorneys’ Costs, Court-approved amount of Settlement Administration Costs, and Court-approved amount of the PAGA Allocation.

The PAGA Allocation will be distributed 75% (i.e., One Hundred Fifty Thousand Dollars (\$150,000.00)) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., Fifty Thousand Dollars (\$50,000.00)) will be distributed to Aggrieved Employees on a *pro rata* basis based on their Workweeks during the PAGA Period (“Employee PAGA Amount”).

The Total Settlement Amount may increase if it is determined that the Workweeks for the Class Period exceed 25,511 Workweeks.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks that each Class Member was credited to have worked as an hourly-paid or non-exempt employee of Defendants in California during the Class Period, which was calculated by calculating the number of days each Class Member worked at Defendants during the Class Period and dividing by seven (7) (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages which will be reported on an IRS Form W2 and eighty percent (80%) penalties, interest, and non-wage damages which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”).

All Aggrieved Employees, regardless of whether they submit a Request for Exclusion, will also be issued payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”).

The Settlement Administrator has divided the Employee PAGA Amount by the Aggrieved Employees’ Workweeks during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her estimated Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records: You have been credited with [REDACTED] Workweeks during the entire Class Period and [REDACTED] Workweeks during the PAGA Period.

If you wish to dispute the Workweeks credited to you, you must submit your dispute by way of written letter, as described below, or by completing and submitting the enclosed Workweeks Dispute Form, to the Settlement Administrator. The written letter must: (a) contain the case name and number of the Action (*Magallon v. Transtar Industries, Inc.*, Case No. 30-2020-01167609); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) state that you dispute the number of Workweeks credited to you and what you contend is the correct number that should be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be returned by mail to the Settlement Administrator at the address specified in Section IV.B below, postmarked **no later than [the Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholding

with respect to the wages portion of the Individual Settlement Share. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED].

The settlement approval process may take multiple months. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims, demands, rights, liabilities and causes of action that were pled in Plaintiff’s Operative Complaint, or which could have been pled in the Operative Complaint based on the factual allegations therein, arising during the period from October 28, 2016 to June 28, 2022, including but not limited to claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to properly pay minimum, regular, and overtime wages (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate the overtime rate and off-the-clock work), failure to provide compliant meal periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate meal premium pay), failure to provide compliant rest periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate rest premium pay), failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, and unfair or unlawful business practices in violation of California Business and Professions Code section 17200, et seq., and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders (including and not limited to, Wage Order Nos. 4-2001 and 7-2001), or any other state statute, rule and/or regulation, or similar causes of action arising from or relating to the conduct alleged.

“Released PAGA Claims” means any and all claims, demands, rights, liabilities and causes of action for penalties under the California Labor Code Private Attorneys General Act that were alleged in the LWDA Notice and Operative Complaint, arising during the period from September 23, 2019 to June 28, 2022, for failure to properly pay minimum, regular, and overtime wages (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate the overtime rate and off-the-clock work), failure to properly pay minimum wages, failure to provide compliant meal periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate meal premium pay), failure to provide compliant rest periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate meal premium pay), failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to provide a day of rest, failure to maintain requisite payroll records, failure to pay reporting time pay, and failure to reimburse necessary business expenses, in violation of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders (including and not limited to, Wage Order Nos. 4-2001 and 7-2001).

“Released Parties” means Defendants, their present and former parent companies, affiliates, subsidiaries, divisions, successors, and assigns, and their respective shareholders, predecessors, insurers, current and former owners, attorneys, officers, directors, and agents thereof.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$472,500.00 if the Total Settlement Amount remains to be \$1,350,000.00) ("Attorneys' Fees") and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) ("Attorneys' Costs"), subject to approval by the Court. All Attorneys' Fees and Attorneys' Costs awarded by the Court will be paid from the Total Settlement Amount. Should the Court award Attorneys' Fees to Class Counsel in an amount that is less than that set forth above, the difference between the lesser amount awarded by the Court and the amount allocated toward Attorneys' Fees will not be paid by Defendants. Class Counsel has been prosecuting the Action on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses to date.

F. Enhancement Payment to Plaintiff

Plaintiff will seek payment in the amount of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff (this payment is referred to as the "Enhancement Payment"), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that are to be paid to him under the Settlement. Should the Court award the Enhancement Payment to Plaintiff in amount(s) that are less than that set forth above, the difference between the lesser amount awarded by the Court and the amount(s) allocated toward the Enhancement Payment will not be paid by Defendant.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes regarding Workweeks, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued an Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued an Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released PAGA Claims described in Section III.D above.

You will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request, as described below, or by completing and submitting the enclosed Request for Exclusion Form (both of which are referred to as a "Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Magallon v. Transtar Industries, Inc.*, Case No. 30-2020-01167609); (b) be signed by you; (c) state your full name, address, telephone number, and last four digits of your

Social Security Number; (d) contain a statement indicating that you do not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator, postmarked **no later than [Response Deadline]**, at the following mailing address:

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement (and the release of Released Class Claims described in Section III.D above) and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement.

All Aggrieved Employees will be bound by the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, regardless of whether they submit a Request for Exclusion. All Aggrieved Employees will be issued an Individual PAGA Payment.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) state the case name and number of the Action (*Magallon v. Transtar Industries, Inc.*, Case No. 30-2020-01167609); (b) state your full name, signature, address, and telephone number, and last four digits of your Social Security number; (c) state all grounds for the objection accompanied by any legal or factual support for such objection; (d) state the full name, address, and telephone number of any legal representative representing you with respect to the objection; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; and (f) be returned by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department CX105 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing. Please note, due to COVID-19, there may be limitations on personal appearances and telephonic appearances are an option. You can find the Court’s most current COVID-19 guidelines online at: <https://www.occourts.org/>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the Court, at 751 West Santa Ana Boulevard, Santa Ana, California 92701 or 700 Civic Center Drive West, Santa Ana, California 92701, during business hours.

Please note, due to COVID-19, there may be limitations on physical access to Court facilities and records. You can find the Court’s most current COVID-19 guidelines online at: <https://www.occourts.org/>

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B

CREDITED WORKWEEKS DISPUTE FORM

Christian Magallon v. Transtar Industries, Inc., et al.
Orange County Superior Court, Case No. 30-2020-01167609-CU-OE-CXC

If you wish to dispute the number of Workweeks credited to you in the Notice of Class Action Settlement (“Class Notice”), you may fill out this form and mail it to the Settlement Administrator, or submit a letter as described in the Class Notice, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

[INSERT MAILING ADDRESS]

If you believe the number of Workweeks credited to you in Class Notice is incorrect, you must fill out the section below and attach any documentation that you have to support your dispute.

Number of Workweeks you believe should be credited to you for the period from October 28, 2016 to June 28, 2022 (i.e., the Class Period):	_____
Number of Workweeks you believe should be credited to you for the period from September 23, 2019 to June 28, 2022 (i.e., the PAGA Period):	_____

Information Regarding Your Dispute: _____

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you do not wish to dispute the number of Workweeks credited to you, you should not return this form – you do not need to take any action. For more information, please consult the Notice of Class Action Settlement.

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Christian Magallon v. Transtar Industries, Inc., et al.
Orange County Superior Court, Case No. 30-2020-01167609-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

[INSERT MAILING ADDRESS]

I request to be excluded from the class action settlement in the matter of *Christian Magallon v. Transtar Industries, Inc., et al.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and that I will not receive an Individual Settlement Payment. I understand that, if I am an Aggrieved Employee (i.e., if I am a current or former hourly-paid or non-exempt employee who worked for Defendants Transtar Industries Inc. or TS Logistics Solutions LLC in California at any time from September 23, 2019 through June 28, 2022) nevertheless, I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action. For more information, please consult the Notice of Class Action Settlement.

Questions? Call: **[Settlement Administrator's 1-800 number]**

REQUEST FOR EXCLUSION FORM