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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SALOMON GARCIA and LUIS MIGUEL
GUIZAR, individually, and on behalf of other
members of the general public similarly situated;

Plaintiffs,

vs.

ATLAS FREIGHT FORWARDING, INC., a
California Corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 37-2022-00039724-CU-OE-CTL
[related to case no. 37-2023-00002842-CU-WT-CTL]

Honorable Mark T. Cumba
Department C-65

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: December 12, 2025
Time: 8:30 a.m.
Dept.: C-65

Complaint Filed: October 4, 2022
FAC Filed: December 8, 2022
Trial Date: Not Set

1 Plaintiffs Salomon Garcia and Luis Miguel Guizar's ("Plaintiffs") Motion for Final Approval
2 of Class Action and PAGA Settlement, Class Counsel Award, Class Representative Service Awards,
3 and Settlement Administration Expenses came before this Court on December 12, 2025 at 8:30 a.m.
4 before the Honorable Mark T. Cumba in Department C-65 of the above-captioned Court located at
5 330 West Broadway, San Diego, California 92101.

6 Having received and considered the Stipulation of Settlement and of Class and PAGA Action
7 and Release of Claims ("Settlement Agreement" or "Settlement"), Plaintiffs Salomon Garcia and Luis
8 Miguel Guizar's ("Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement, Class
9 Counsel Award, Class Representative Service Awards, LWDA Payment, and Settlement
10 Administration Expenses, the supporting papers filed by the Parties, the Declarations of Class Counsel
11 (Annabel Blanchard of Blackstone Law, APC), the Class Representatives (Salomon Garcia and Luis
12 Miguel Guizar), and the Settlement Administrator (Madely Nava of Apex Class Action LLC), and the
13 evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval
14 of Class Action and PAGA Settlement and documents thereto, the Court grants final approval of the
15 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiffs Salomon Garcia and Luis Miguel Guizar and Defendant Atlas Freight Forwarding, Inc.
18 ("Defendant") (together, with Plaintiffs, the "Parties"), including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: "All current and former non-exempt employees who worked at any time for Defendant
21 in the State of California during the Class Period." The "Class Period" is defined as the period from
22 October 4, 2018, through September 5, 2023.

23 3. The Court appoints Plaintiffs Salomon Garcia and Luis Miguel Guizar as the Class
24 Representatives for settlement purposes only.

25 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, and Patricia "P.J."
26 Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for settlement purposes
27 only.

28 5. The Notice of Class Action Settlement ("Class Notice") provided to the Class conforms

1 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
2 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
3 any other applicable law, and constitutes the best notice practicable under the circumstances, by
4 providing individual notice to all Class Members who could be identified through reasonable effort,
5 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
6 other Class Members. The Class Notice fully satisfied the requirements of due process.

7 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
8 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
9 requirements for final approval of this class action settlement under California law, including the
10 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
11 3.769.

12 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
13 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
14 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
15 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
16 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
17 by or against Defendant or any of the other Released Parties.

18 8. The Court finds that no Class Members have validly and timely submitted Requests for
19 Exclusion from the Class Settlement and no Settlement Class Members have submitted Notices of
20 Objection to the Class Settlement.

21 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
22 recognition of Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves the
23 payment from the Gross Settlement Amount of a Class Representative Service Award to each Plaintiff
24 in the amount of \$5,000.00 (for a total of \$10,000.00 to both Class Representatives Salomon Garcia
25 and Luis Miguel Guizar).

26 10. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
27 to Class Counsel in the sum of \$85,750.00 and reimbursement of actual litigation costs and expenses
28 to Class Counsel in the sum of \$14,201.47. The attorneys' fees and reimbursement of litigation costs

1 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
2 determined based on a reasonable percentage of the common fund obtained for the Settlement Class.
3 Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual
4 benefit obtained for the Settlement Class.

5 11. The Court approves and orders payment from the Gross Settlement Amount in the
6 amount of \$ \$5,500.00 to Apex Class Action LLC for Settlement Administration Expenses.

7 12. The Court approves and orders payment in the amount of \$15,000.00 to the California
8 Labor and Workforce Development Agency ("LWDA") as seventy-five percent (75%) of the PAGA
9 Payment ("LWDA Payment").

10 13. It is hereby ordered that within ten (10) calendar days after the Effective Date as it is
11 defined in the Settlement Agreement (the "Funding Date"), Defendant will deposit, via wire transfer,
12 one-half of the Gross Settlement Amount (\$122,500.00) into an account established by the Settlement
13 Administrator as a Qualified Settlement Fund ("QSF"), in accordance with the terms and methodology
14 set forth in the Settlement Agreement. Defendant shall deposit the remaining one-half of the Gross
15 Settlement Amount (\$122,500.00) to the Settlement Administrator within forty-five (45) calendar days
16 after the Funding Date, in accordance with the terms of the Settlement Agreement.

17 14. The Court finds that the following Class is properly certified as a class for settlement
18 purposes only: "All current and former non-exempt employees who worked at any time for Defendant
19 in California during the Class Period." The "Class Period" is defined as the period from October 4,
20 2018 through September 5, 2023.

21 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
22 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
23 issued, and thereafter, shall be cancelled. If a Settlement Class Member and/or Aggrieved Employee
24 does not cash his or her settlement check within 90 days, the Settlement Administrator will send a
25 letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement
26 Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed,
27 lost or misplaced. In the event any Settlement Class Member and/or Aggrieved Employee's settlement
28 check has not been cashed within one hundred and eighty (180) days, all funds represented by any

1 such uncashed checks, plus any interest accrued thereon, shall be transmitted to the Controller of the
2 State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500
3 et seq., in the names and corresponding amounts associated with each Class Member and/or Aggrieved
4 Employee whose check(s) are cancelled.

5 16. Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement
6 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
7 relinquished, and discharged the Released Parties of all Released Class Claims, which means all class
8 claims that were pled or could have been pled in the operative complaint in the above-captioned action,
9 and which were pled or could have been pled in the operative complaint based on the facts alleged or
10 ascertained during the pendency of the action that arose during the Class Period, including, but not
11 limited to, alleged violations of Labor Code § 201; § 202; § 203; § 204; § 226; § 226.7; § 510; § 512;
12 § 558; § 1174; § 1182.12; § 1194; § 1194.2; § 1197; § 1197.1; § 1198; § 2698; § 2699; § 2699.3; §
13 2699.5; § 2800; and § 2802; and Business & Professions Code § 17200, et seq., but expressly
14 excluding all other claims, including claims for vested benefits, wrongful termination, unemployment
15 insurance, disability, social security, workers' compensation, and class claims outside the Class Period.

16 17. Upon the full funding of the Gross Settlement Amount, Plaintiffs, the LWDA, and the
17 State of California with respect to all Aggrieved Employees, will be deemed to have fully, finally, and
18 forever released, settled, compromised, relinquished, and discharged the Released Parties of all
19 Released PAGA Claims, which means all claims for civil penalties under the Private Attorneys
20 General Act of 2004 ("PAGA"), California Labor Code § 2698, et seq., that were pled or could have
21 been pled in the operative complaint in the above-captioned action and in Plaintiffs' notice to the
22 LWDA, and which occurred during the PAGA Period, including, but not limited to, alleged violations
23 of Labor Code § 201; § 202; § 203; § 204; § 226; § 226.7; § 510; § 512; § 1174; § 1194; § 1197; §
24 1197.1; § 1198; § 2698; § 2699; § 2699.3; § 2699.5; § 2800; and § 2802, but expressly excluding all
25 PAGA claims outside the PAGA Period. As a result of this release, the Aggrieved Employees shall be
26 precluded from bringing claims against Defendant for the Released PAGA Claims.

27 18. Upon the full funding of the Gross Settlement Amount, each Plaintiff, individually and
28 on his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised,

1 relinquished, and discharged the Released Parties from any and all claims, whether known or
2 unknown, which exist or may exist on his behalf as of the date of this Agreement, including but not
3 limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability
4 claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury
5 claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims,
6 quantum meruit claims, and any and all claims arising under any federal, state or other governmental
7 statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor
8 Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare
9 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
10 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title
11 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California
12 Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act,
13 California Business & Professions Code Section 17200 *et seq.*, and any and all claims arising under
14 any federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also waives and
15 relinquishes any and all claims, rights or benefits that he may have under California Civil Code § 1542,
16 which provides as follows:

17
18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
19 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
20 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
21 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
22 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
23 PARTY.

24 The above General Release by Plaintiffs shall specifically exclude those claims brought by
25 Plaintiff Luis Miguel Guizar in the related action entitled *Luis Miguel Guizar v. Atlas Freight
26 Forwarding, Inc.* (Superior Court of California for the County of San Diego Case No. 37-2023-
27 00002841-CU-WT-CTL).

28 19. "Released Parties" means Defendant and all past, present and future agents, employees,
servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys,
parents, subsidiaries, equity sponsors, related corporations, divisions, joint venturers, assigns,

1 predecessors, successors, service providers, insurers, consultants, subcontractors, joint employers,
2 employee benefit plans and fiduciaries therefor, affiliated organizations, and all persons acting under,
3 by, through or in concert with any of them, and each of them .

4 20. This Court shall retain jurisdiction with respect to all matters related to the
5 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
6 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
7 Settlement and the determination of all controversies relating thereto.

8 21. It is hereby ordered that within fifteen (15) calendar days after the full funding of the
9 Gross Settlement Amount, the Settlement Administrator shall distribute and mail the Individual
10 Settlement Payments to Settlement Class Members, the Individual PAGA Payments to Aggrieved
11 Employees, the Class Counsel Award to Class Counsel, the Class Representative Service Award to
12 each Plaintiff, and the Settlement Administration Expenses to itself, all by regular First-Class U.S.
13 Mail to each recipient's last known mailing address. The Settlement Administrator shall pay seventy-
14 five percent (75%) of the PAGA Payment (\$15,000.00) to the California Labor and Workforce
15 Development Agency (the "LWDA Payment") no later than twenty-five (25) calendar days after the
16 full funding of the Gross Settlement Amount.

17 22. A Non-Appearance Case Review re: Final Report is set for
18 _____ at _____ in Department ____ of this Court located at
19 _____. The Settlement Administrator shall file a Final Report by
20 _____.

21 **IT IS SO ORDERED.**

22 Dated: _____

Honorable Mark T. Cumba