

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Annabel Blanchard FIRM NAME: BLACKSTONE LAW, APC STREET ADDRESS: 8383 Wilshire Blvd, Suite 745 CITY: Beverly Hills TELEPHONE NO.: (310) 622-4278 EMAIL ADDRESS: ablanchard@blackstonepc.com ATTORNEY FOR (name): Plaintiffs Salomon Garcia and Luis Miguel Guizar SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Central Division	STATE BAR NUMBER: 258135 STATE: CA ZIP CODE: 90211 FAX NO.: (855) 786-6356	FOR COURT USE ONLY CASE NUMBER: 37-2022-00039724-CU-OE-CTL
PLAINTIFF/PETITIONER: Salomon Garcia and Luis Miguel Guizar DEFENDANT/RESPONDENT: Atlas Freight Forwarding, Inc.		
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)		

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): April 11, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: April 29, 2025

Annabel Blanchard

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

Annabel Blanchard

(SIGNATURE)

PLAINTIFF/PETITIONER: Salomon Garcia and Luis Miguel Guizar
 DEFENDANT/RESPONDENT: Atlas Freight Forwarding, Inc.

CASE NUMBER:
 37-2022-00039724-CU-OE-CTL

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

4/11/2025 10:20:42 PM

Clerk of the Superior Court
By M. Guyot ,Deputy Clerk

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Attorneys for Plaintiffs
Salomon Garcia and Luis Miguel Guizar

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

Honorable Robert C. Longstreth
Department C-65

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

Date: March 28, 2025
Time: 8:30 a.m.
Dept.: C-65

Complaint Filed: October 4, 2022
FAC Filed: December 8, 2022
Trial Date: None Set

1 **[REVISED PROPOSED] ORDER**

2 On March 28, 2025, at 8:30 a.m. in Department C-65 of the above-captioned Court located at
3 330 West Broadway, San Diego, California 92101, Plaintiffs Salomon Garcia and Luis Miguel
4 Guizar's ("Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement, came
5 on for hearing before the Honorable Robert C. Longstreth. Blackstone Law, APC appeared on behalf
6 of Plaintiff and Kaufman Dolowich & Voluck LLP appeared on behalf of Defendant Atlas Freight
7 Forwarding, Inc. ("Defendant").

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** Plaintiffs' Motion for Preliminary
10 Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation of Settlement and of Class and PAGA
13 Action and Release of Claims ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the
14 Declaration of Jonathan M. Genish in Support of Plaintiff's Motion for Preliminary Approval of Class
15 Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls
16 within the range of possible approval as fair, adequate, and reasonable.

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

27 4. The Court preliminarily finds that the Settlement, including the allocations for the Class
28 Counsel Award and Litigation Costs, Class Representative Service Awards, LWDA Payment,
Settlement Administration Expenses, and payments to the Settlement Class Members and Aggrieved

1 Employees provided for in the Settlement Agreement, appear to be within the range of reasonableness
2 of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has
3 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
4 that the monetary settlement awards made available to the Class Members and Aggrieved Employees
5 are fair, adequate, and reasonable when balanced against the probable outcome of further litigation
6 relating to certification, liability, and damages issues and are consistent with the requirements of
7 California Labor Code § 2699(1).

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

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

19 All current and former non-exempt employees who worked at any time for
20 Defendant in the State of California during the Class Period.

21 (The Class Period is defined as the period from October 4, 2018 through September
22 5, 2023)

22 7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, and
23 Patricia "P.J." Van Ert of Blackstone Law, APC as counsel for the Class ("Class Counsel").

24 8. The Court provisionally appoints Plaintiffs Salomon Garcia and Luis Miguel Guizar as
25 the representatives of the Class ("Class Representatives").

26 9. The Court provisionally appoints Apex Class Action LLC to handle the administration
27 of the Settlement ("Settlement Administrator").

28 10. Within ten (10) business days after entry of this Order, Defendant will provide the

1 Settlement Administrator with the following information about each Class Member: full name, last
2 known mailing address, Social Security number, start and end dates of employment by Defendant
3 during the Class Period, and such other information as is necessary for the Settlement Administrator
4 to calculate Workweeks and PAGA Pay Periods (if applicable) (collectively referred to as the “Class
5 Data”) in conformity with the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
7 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
8 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
9 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
10 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
11 Class Members’ right to dispute the Workweeks and/or PAGA Pay Periods credited to each of them,
12 and of each Settlement Class Member’s right and opportunity to object to the Class Settlement by
13 submitting a Notice of Objection to the Settlement Administrator. The Court further finds that
14 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
15 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order,
16 meet the requirements of due process and shall constitute due and sufficient notice to all persons
17 entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by
18 First-Class U.S. Mail to all Class Members within fourteen (14) calendar days of receipt of the Class
19 Data, pursuant to the terms set forth in the Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
22 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
23 with the requirements set forth in the Class Notice, to the Settlement Administrator, by mail,
24 postmarked on or before the date that is ninety (90) calendar days from the initial mailing of the Class
25 Notice by the Settlement Administrator to Class Members (“Response Deadline”). Any such person
26 who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be
27 entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or
28 have any right to object, appeal, or comment thereon. Notwithstanding the above, all Aggrieved

1 Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment,
2 irrespective of whether they submit a Request for Exclusion. Class Members who do not submit a
3 timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the
4 Settlement Agreement and any final judgment based thereon.

5 13. A Final Approval Hearing shall be held before this Court on December 12, 2025 at
6 8:30 a.m. in Department C-65 of the San Diego County Superior Court, located at 330 West Broadway,
7 San Diego, California 92101, to determine all necessary matters concerning the Settlement, including:
8 whether the proposed settlement of the action on the terms and conditions provided for in the
9 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
10 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
11 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members
12 and Aggrieved Employees; and determine whether to approve the requests for the Class Counsel
13 Award and Litigation Costs, Class Representative Service Awards, Settlement Administration
14 Expenses, and allocation for the PAGA Payment. *The Final Approval*

15 14. *The Final Approval papers are to be*
timely filed per Code and within page
limits as a single motion.
~~Class Counsel shall file a motion for final approval of the Settlement and for Class~~
16 ~~Counsel Award and Litigation Costs, Class Representative Service Awards, Settlement~~
17 ~~Administration Expenses, and PAGA Payment, along with the appropriate declarations and supporting~~
18 ~~evidence, including the Settlement Administrator's declaration, five court (5) days prior to the hearing,~~
19 ~~to be heard at the Final Approval Hearing.~~

20 15. To object to the Class Settlement, a Settlement Class Member must submit a Notice of
21 Objection in conformity with the requirements set forth in the Class Notice, to the Settlement
22 Administrator, by mail, postmarked on or before the Response Deadline. Settlement Class Members,
23 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
24 regardless of whether they have submitted a Notice of Objection.

25 16. In the event the Settlement does not become effective in accordance with the terms of
26 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
27 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
28 the parties shall revert back to their respective positions as of before entering into the Settlement

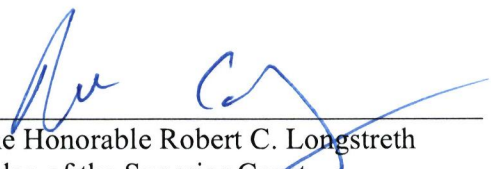
1 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
2 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

3 17. The Court reserves the right to adjourn or continue the date of the Final Approval
4 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
5 Members and retains jurisdiction to consider all further applications arising out of or connected with
6 the Settlement.

7 **IT IS SO ORDERED.**

8 Dated: _____

4/11/25


The Honorable Robert C. Longstreth
Judge of the Superior Court

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EXHIBIT 1

1 **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT**

2 *Garcia, et al. v. Atlas Freight Forwarding, Inc.*

3 Superior Court of California for the County of San Diego, Case No. 37-2022-00039724

4 **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

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

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

7 **This Class 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 and/or PAGA Pay Periods that you are credited with, if you so choose.**

8 **YOU ARE NOTIFIED THAT:** A class and representative action settlement has been reached between
9 Plaintiffs Salomon Garcia and Luis Miguel Guizar ("Plaintiffs") and Defendant Atlas Freight Forwarding, Inc.
10 ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Garcia,*
11 *et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724
12 ("Action"), which may affect your legal rights. On March 28, 2025, the Court granted preliminary approval of
13 the settlement and scheduled a hearing on December 12, 2025, at 8:30 a.m. ("Final Approval Hearing") to
14 determine whether or not the Court should grant final approval of the settlement.

15 **I. IMPORTANT DEFINITIONS**

16 "Class" or "Class Member" means all current and former non-exempt employees who worked at any time for
17 Defendant in California during the Class Period.

18 "Class Period" means the period from October 4, 2018 through September 5, 2023.

19 "Class Settlement" means the settlement and resolution of all Released Class Claims.

20 "Aggrieved Employees" means all current and former non-exempt employees who worked at any time during
21 the PAGA Period for Defendant in California.

22 "PAGA Period" the period from December 8, 2021 through September 5, 2023.

23 "PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

24 **II. BACKGROUND OF THE ACTION**

25 On September 30, 2022, Plaintiffs provided written notice to the California Labor and Workforce Development
26 Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiffs
27 contend were violated ("PAGA Letter"). On October 4, 2022, Plaintiffs commenced a putative class action
28 lawsuit by filing a Class Action Complaint for Damages in the San Diego County Superior Court, Case No.
37-2022-00039724. On December 8, 2022, Plaintiffs filed a First Amended Class Action Complaint for
Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698
Et Seq. ("Operative Complaint"), adding a cause of action under the Private Attorneys General Act of 2004
pursuant to California Labor Code Section 2698, *et seq.* ("PAGA").

Plaintiffs contend that Defendant failed 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, provide accurate wage statements, and reimburse business expenses, and thereby
engaged in unfair business practices in violation of the California Business and Professions Code section
17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things,

1 recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution,
2 penalties, interest, and attorneys' fees and costs.

3 Defendant denies all of the allegations in the Action or that it violated any law. Defendant maintains that it has
4 paid all of its non-exempt employees in compliance with all applicable laws. Defendant notes that this
5 Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute
6 an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiffs' claims or
7 Defendant's defenses.

8 The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached
9 a settlement. The Parties have since entered into a Stipulation of Settlement and of Class and PAGA Action
10 and Release of Claims ("Settlement" or "Settlement Agreement").

11 On March 28, 2025, the Court entered an order preliminarily approving the Settlement. The Court has
12 appointed Apex Class Actions, LLC as the administrator of the Settlement ("Settlement Administrator"),
13 Plaintiffs Salomon Garcia and Luis Miguel Guizar as representatives of the Class ("Class Representatives"),
14 and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

15 Jonathan M. Genish, Esq.
16 Barbara DuVan-Clarke, Esq.
17 Patricia "P.J." Van Ert, Esq.
18 **Blackstone Law, APC**
19 8383 Wilshire Boulevard, Suite 745
20 Beverly Hills, California 90211
21 Tel: (310) 622-4278 / Fax: (855) 786-6356

22 If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you
23 have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an
24 Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA
25 Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are
26 an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will
27 not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees
28 will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

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 Defendant that the claims in the Action have merit or that
Defendant has any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendant,
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 the Class
Members, the State of California, and Aggrieved Employees.

22 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

23 **A. Settlement Formula**

24 The total gross settlement amount is Two Hundred Forty-Five Thousand Dollars (\$245,000) (the "Gross
25 Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class
26 Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross
27 Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys'
28 fees, in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$85,750 if the Gross Settlement
Amount is \$245,000), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-
Five Thousand Dollars (\$25,000) to Class Counsel; (2) Class Representative Service Awards in an amount not
to exceed Five Thousand Dollars (\$5,000) to each of the Plaintiffs for their services in the Action; (3) the
amount of Twenty Thousand Dollars (\$20,000) allocated toward civil penalties under the Private Attorneys
General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$15,000) ("LWDA Payment") and
the remaining 25% (\$5,000) will be distributed to Aggrieved Employees ("Aggrieved Employee Payment");

1 and (4) Settlement Administration Costs in an amount not to exceed Five Thousand Five Hundred Dollars
2 (\$5,500) to the Settlement Administrator.

3 Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net
4 Settlement Amount ("Individual Settlement Payment") based on the Class Member's number of weeks of
5 employment during the Class Period for which that Class Member was employed by Defendant in California
6 and worked at least one day ("Workweeks"). The Settlement Administrator has divided each Class Member's
7 individual Workweeks by the Workweeks of all Class Members to yield the "Payment Ratio" for each Class
8 Member, and multiplied each Class Member's Payment Ratio by the Net Settlement Amount to yield an
9 estimated Individual Settlement Payment that each Class Member may be entitled to receive under the Class
10 Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid
11 Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

12 Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on
13 an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be
14 reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment will be subject to reduction
15 for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual
16 Settlement Payments resulting in a net payment to the Settlement Class Member. The employer's share of
17 taxes and contributions in connection with the wages portion of Individual Settlement Payments ("Employer
18 Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

19 Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of
20 the Aggrieved Employee Payment ("Individual PAGA Payment") based on the number of pay periods of
21 employment during the PAGA Period that each Aggrieved Employee worked in California ("PAGA Pay
22 Periods"). The Settlement Administrator has divided each Aggrieved Employee's individual PAGA Pay
23 Periods by the total PAGA Pay Periods for all Aggrieved Employees to yield the "PAGA Payment Ratio" for
24 each Aggrieved Employee, and multiplied each Aggrieved Employee's individual PAGA Payment Ratio by
25 the Aggrieved Employee Payment amount to yield each Aggrieved Employee's Individual PAGA Payment.

26 Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject
27 to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

28 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 Class Notice was
mailed is not correct, or if you move after you receive this Class 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 and PAGA Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From October 4, 2018 through September 5, 2023 (i.e., the Class Period), you are credited as having worked [] Workweeks.**
- **From December 8, 2021 through September 5, 2023 (i.e., the PAGA Period), you are credited as having worked [] PAGA Pay Periods.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d)

1 be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below,
2 postmarked **on or before** [Response Deadline].

3 **C. Your Estimated Individual Settlement Payment and Individual PAGA Payment (if**
4 **applicable)**

5 As explained above, your estimated Individual Settlement Payment and Individual PAGA Payment (if
6 applicable) is based on the number of Workweeks and PAGA Pay Periods (if applicable) credited to you.

7 **Under the terms of the Settlement, your Individual Settlement Payment is estimated to be**
8 **\$ _____. The Individual Settlement Payment is subject to reduction for the employee's**
9 **share of taxes and withholdings with respect to the wages portion of the Individual Settlement**
10 **Payment and will only be distributed if the Court approves the Settlement and after the**
11 **Settlement goes into effect.**

12 **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be**
13 **\$ _____ and will only be distributed if the Court approves the Settlement and after the**
14 **Settlement goes into effect.**

15 The settlement approval process may take multiple months. Your Individual Settlement Payment and
16 Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual
17 Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

18 **D. Release of Claims**

19 Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be
20 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
21 Released Parties of all Released Class Claims.

22 Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all
23 Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever
24 released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA
25 Claims.

26 "Released Class Claims" means all class claims that were pled or could have been pled in the operative
27 complaint in *Salomon Garcia and Luis Miguel Guizar v. Atlas Freight Forwarding, Inc.*, San Diego County
28 Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, and which were pled or could have been pled in
the operative complaint based on the facts alleged or ascertained during the pendency of the Action that arose
during the Class Period, including, but not limited to, alleged violations of Labor Code § 201; § 202; § 203; §
204; § 226; § 226.7; § 510; § 512; § 558; § 1174; § 1182.12; § 1194; § 1194.2; § 1197; § 1197.1; § 1198; §
2698; § 2699; § 2699.3; § 2699.5; § 2800; and § 2802; and Business & Professions Code § 17200, et seq., but
expressly excluding all other claims, including claims for vested benefits, wrongful termination,
unemployment insurance, disability, social security, workers' compensation, and class claims outside the Class
Period.

"Released PAGA Claims" means all PAGA claims that were pled or could have been pled in the operative
complaint in the Action and Plaintiffs' PAGA Notice to the LWDA which occurred during the PAGA Period,
including, but not limited to, alleged violations of Labor Code § 201; § 202; § 203; § 204; § 226; § 226.7; § 510;
§ 512; § 1174; § 1194; § 1197; § 1197.1; § 1198; § 2698; § 2699; § 2699.3; § 2699.5; § 2800; and § 2802, but
expressly excluding all PAGA claims outside the PAGA Period.

"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, predecessors, successor, service providers,
insurers, consultants, subcontractors, joint employers, employee benefit plans and fiduciaries therefor,

1 affiliated organizations, and all persons acting under, by, through or in concert with any of them, and each of
2 them.

3 All Class Members who have not opted out of the Settlement, and thereby release and discharge the Released
4 Parties, will be deemed to have acknowledged and agreed that the Released Claims asserted in the Action are
5 disputed and that California Labor Code § 206.5 is not applicable to their Individual Class Payment.

6 **E. Class Counsel Award and Litigation Costs to Class Counsel**

7 Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross
8 Settlement Amount (i.e., \$85,750 if the Gross Settlement Amount is \$245,000) and reimbursement of litigation
9 costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, "Class
10 Counsel Award and Litigation Costs"), subject to approval by the Court. The Class Counsel Award and
11 Litigation Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been
12 prosecuting the Action on behalf of Plaintiffs, Class Members, and Aggrieved Employees on a contingency
13 fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

14 **F. Class Representative Service Awards to Plaintiffs**

15 Plaintiffs will seek the amount of Five Thousand Dollars (\$5,000) ("Service Award") *each* (for a total of
16 \$10,000), in recognition of their services in connection with the Action. The Service Awards will be paid from
17 the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in
18 addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under
19 the Settlement.

20 **G. Settlement Administration Costs to Settlement Administrator**

21 Payment to the Settlement Administrator is estimated not to exceed Five Thousand Five Hundred Dollars
22 (\$5,500) ("Settlement Administration Expenses") for the costs of the notice and settlement administration
23 process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing
24 Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement
25 Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement,
26 and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

28 **A. Participate in the Settlement**

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

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

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

As a Class Member and Aggrieved Employee (if applicable), you will not be separately responsible for the payment of attorney's 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.

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1 You may view the Settlement Agreement and other documents filed in the Action by visiting
2 <https://www.sdcourt.ca.gov> From the home page, click on "Access Court Records," then select "Register of
3 Actions (Civil, Small Claims, and Probate)." If you choose to agree to the Court's terms for access, click the
4 button saying you agree. You will then reach a page entitled "Case Number Search" where you can enter the
5 case number 37-2022-00039724 and will be able to review all the filings in this Action.

6 **PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
7 INFORMATION REGARDING THIS SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU
8 MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE
9 NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**
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1 **PROOF OF SERVICE**

2 I, Karina Hernandez, certify and declare as follows:

3 I am over eighteen years of age and not a party to the within action; my business address is
4 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On April 29, 2025, I served a copy
5 of the following document(s):

6 **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND
7 PAGA SETTLEMENT**

8 On the interested parties as follows:

9 Brian D. Peters
10 bpeters@kaufmandolowich.com
11 Daniel Barragan (SBN 340935)
12 Daniel.barragan@kaufmandolowich.com
13 **KAUFMAN DOLOWICH & VOLUCK LLP**
14 11111 Santa Monica Boulevard, Suite 850
15 Los Angeles, California 90025
16 Telephone: (310) 775-6511
17 Fax: (310) 575-9720

18 Additional Emails:
19 nbernal@kdvlaw.com
20 scarty@kdvlaw.com

21 ☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered
22 electronically to be delivered to the above referenced addressee(s) via email from email
23 address khernandez@blackstonepc.com pursuant to California Code of Civil Procedure
24 section 1010.6(e)(1). I did not receive any electronic message or other indication that the
25 transmission was unsuccessful.

26 ☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the
27 California Labor and Workforce Development Agency through the online system established
28 for the submission of notices and documents, in conformity with California Labor Code
section 2699(I). I did not receive, within a reasonable time after the transmission, any
electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

Executed on April 29, 2025 at Beverly Hills, California.

26 /s/ Karina Hernandez
27 Karina Hernandez