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**FILED**  
Superior Court of California  
County of Los Angeles

06/30/2023

David W. Slayton, Executive Officer / Clerk of Court

By:                     T. Lewis                     Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

HUGO YAN, EFRAIN VARGAS,  
SALOMON MEJIA, AND ON BEHALF  
OF ALL UNAMED PLAINTIFFS  
SIMILARLY SITUATED,

Plaintiffs,

v.

GST TRANSPORT, INC., a California  
Corporation; AMERICA CHUNG NAM  
TRANSPORTATION, LLC, a California  
Limited Liability Company; AMERICA  
CHUNG NAM, LLC, a California  
Limited Liability Company; and DOES  
1 through 50, inclusive,

Defendants.

Case No. 19STCV40976

**~~PROPOSED~~ ORDER GRANTING  
CONDITIONAL CERTIFICATION OF  
SETTLEMENT AND PRELIMINARY  
APPROVAL OF SETTLEMENT;  
APPROVING CLASS NOTICE AND  
RELATED MATERIALS;  
APPOINTING CLASS COUNSEL;  
APPOINTING SETTLEMENT  
ADMINISTRATOR; AND  
SCHEDULING FINAL APPROVAL  
HEARING**

Hearing Date: June 21, 2023  
Time: 9:00 a.m.  
Judge: Hon. David S. Cunningham  
Department: 11

Action filed: November 14, 2019

1 **TO EACH PARTY AND THE COUNSEL OF RECORD FOR EACH PARTY:**

2 The Motion for Preliminary Approval of Class Action Settlement came before this  
3 Court, Honorable David S. Cunningham, presiding, on June 21, 2023. The Court, having  
4 considered the papers submitted in support of the motion including, but not limited to,  
5 the Stipulation and Settlement of Class, Collective, and Representative Claims (the  
6 “Settlement”) (attached as Exhibit A to the Declaration of Alvin M. Gomez in support of  
7 the Motion for Preliminary Approval of Class Action Settlement), HEREBY FINDS,  
8 CONCLUDES, and ORDERS as follows:

9 1. For settlement purposes, the Parties have proposed conditional  
10 certification of the following settlement class (“the Class”): all persons who contracted  
11 directly with GST as independent contractor drivers, from October 18, 2015 through the  
12 date upon which the Court grants Preliminary Approval of this Settlement. (hereafter,  
13 the “Class Period”); (2) actually drove for GST in California without hiring anyone else to  
14 perform the work for GST; and (3) were classified by GST as an independent contractor  
15 instead of an employee. (Excluded from the Class are those individuals who would  
16 otherwise be a Class Member under the above definition but has: (i) entered into a  
17 separate settlement or release with GST of his or her claims arising from the performance  
18 of services as a driver for GST during the Class Period; or (ii) timely and properly  
19 excluded himself or herself from the Class by submitting a valid and timely request for  
20 exclusion.) Pursuant to section 382 of the California Code of Civil Procedure and Rule  
21 3.769 of the California Rules of Court, the Court hereby certifies the Class.

22 2. The Court finds and concludes that Plaintiffs Hugo Yan, Efrain Vargas and  
23 Salomon Mejia have claims typical of Class members and are adequate representatives  
24 of them. The Court hereby appoints Plaintiffs to serve as Class Representatives for the  
25 Class.

26 3. The Court finds and concludes that Gomez Law Group have significant  
27 experience and expertise in prosecuting wage-and-hour class actions. The Court  
28 appoints this firm as Class Counsel for the Class.

1           4.       The Court has reviewed the terms of the Settlement Agreement, including  
2 the plan of allocation and the release of claims. The Court has read and considered the  
3 Declaration of Alvin Gomez in support of the Motion for Preliminary Approval. Based on  
4 review of those papers, and the Court's familiarity with this case, the Court finds and  
5 concludes that the Settlement is the result of arms-length negotiations between the  
6 parties conducted after Class Counsel had adequately investigated Plaintiffs' claims and  
7 become familiar with their strengths and weaknesses. The assistance of an experienced  
8 mediator in the settlement process confirms that the Settlement is non-collusive. Based  
9 on all of these factors, the Court concludes that the Settlement meets the criteria for  
10 preliminary settlement approval. The Settlement has no obvious defects and falls within  
11 the range of possible approval as fair, adequate, and reasonable, such that notice to the  
12 Class is appropriate.

13           5.       The Court hereby approves, as to form and content, the proposed Class  
14 Notice, attached as Exhibit A to the Settlement, and directs that the Class Notice shall be  
15 issued in substantially the same form as Exhibit A. The Court hereby also approves, as to  
16 form and content, the proposed Claim Form, attached as Exhibit B to the Settlement, and  
17 directs that the Claim Form shall be issued in substantially the same form as Exhibit B.

18           6.       The Court finds that the proposed Class Notice and notice plan constitute  
19 the best notice practicable under the circumstances and shall constitute due and  
20 sufficient notice to all persons entitled thereto in full compliance with applicable law.  
21 The Court further finds that distribution of the Class Notice in the manner set forth in  
22 the Settlement meets the requirements of the California Rules of Court, including Rule  
23 3.769(f), and the requirements of due process under California and federal law. The  
24 Court further finds that the proposed Class Notice fully and accurately informs the Class  
25 of all material elements of the Settlement, of their right to be excluded from the  
26 Settlement Class, their right and opportunity to object to the Settlement, their right and  
27 opportunity to receive a settlement award, and their right to dispute Defendant's records  
28 regarding their gross wages earned for the purpose of calculating their settlement award.

1           7.       The Court appoints Phoenix Settlement Administrators as the Settlement  
2 Administrator and preliminarily approves costs of administration to be paid from the  
3 gross settlement fund, currently estimated to be less than \$7,100.00.

4           8.       The Court orders that the Notice be delivered via first-class regular U.S.  
5 Mail to the Class according to procedures specified in the Settlement Agreement. The  
6 Court further Orders that the notice, objection, opt-out, and dispute process be carried  
7 out according to provisions of the Settlement.

8           9.       The Court sets a final fairness hearing for October 20, 2023, at 9:00 a.m.  
9 in Department 11 of the Los Angeles County Superior Court. At the final fairness hearing,  
10 the Court will determine whether the proposed settlement of the litigation on the terms  
11 and conditions provided for in the Settlement are fair, reasonable, and adequate and  
12 should be approved by the Court; whether judgment should be entered pursuant to  
13 California Rule of Court 3.769(h); the amount of attorneys' fees and costs that should be  
14 awarded to Class Counsel; and the amount of the Service Payments that should be  
15 awarded to the Named Plaintiff.

16           10.      All papers in support of Plaintiffs' requests for attorneys' fees and costs and  
17 the amount of the Service Payment to each Named Plaintiff shall be filed and served no  
18 later than September 28, 2023.

19           11.      All papers in support of final approval of the Settlement shall be filed and  
20 served no later than September 28, 2023.

21           12.      The Court reserves the right to adjourn the date of the final approval  
22 hearing without further notice to Class Members and retains jurisdiction to consider all  
23 further applications arising out of or connected with the Settlement.

24           13.      IT IS SO ORDERED.

25 Dated: 06/30/2023



26 \_\_\_\_\_  
27 Honorable David S. Cunningham, III  
28 JUDGE OF THE SUPERIOR COURT

# Exhibit A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

HUGO YAN, EFRAIN VARGAS, SALOMON MEJIA, AND  
ON BEHALF OF ALL UNAMED PLAINTIFFS SIMILARLY  
SITUATED,

Plaintiffs,

v.

GST TRANSPORT, INC., a California Corporation;  
AMERICA CHUNG NAM TRANSPORTATION, LLC, a  
California Limited Liability Company; AMERICA CHUNG  
NAM, LLC, a California Limited Liability Company; and  
DOES 1 through 50, inclusive,

Defendants.

Case No. 19STCV40976

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED SETTLEMENT**

To: All current and former Truck Drivers who worked for GST Transport, Inc., America Chung Nam Transportation, LLC, and/or America Chung Nam, LLC (collectively “GST”) from November 15, 2015, through June 21, 2023 (the “Class Period”) (the described persons are “Class Members”).

**PLEASE READ THIS NOTICE CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this notice?***

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Yan vs. GST Transport, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 19STCV40976 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. GST’s records show that you worked for GST as a Truck Driver at some point between November 15, 2015 and June 21, 2023. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiffs Hugo Yan, Efrain Vargas and Salomon Mejia (“Plaintiffs”) brought this Lawsuit against GST, seeking to assert claims on behalf of a “class” of Truck Drivers who worked for GST. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Class Members, are known as “Class Counsel.”

Plaintiffs’ operative Complaint asserted the following causes of action common to the class: (1) Intentional Misclassification of Employees, (2) Unlawful Deductions and Reimbursable Expenses (3) Unpaid Minimum Wages, (4) Waiting Time Penalties, (5) Failure to Pay All Wages Owed Every Pay Period, (6) Failure to Pay Meal Periods, (7) Failure to Pay Rest Periods, (8) Failure to Provide Itemized Wage Statements, (9) Unfair Competition, and (10) Private Attorney General Act.

GST denies that it has done anything wrong. GST further denies that it owes Class Members any wages, restitution, penalties, or other damages. The Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of GST, which expressly denies all liability. The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, attorney’s fees, costs, inconvenience, and interference with its business operations, GST has made the decision that it is in the best interests of all parties to settle the Lawsuit on the terms summarized in this Notice. The Court has only determined

that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. A final determination on whether the Settlement is fair, adequate and reasonable will be made at the Final Approval hearing.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to GST, GST's current financial condition, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

**Who are the Attorneys?**

Attorneys for Plaintiffs/Class Members:  <b>GOMEZ LAW GROUP</b> Alvin M. Gomez Stephen Noel Ilg Boris Smyslov 2725 Jefferson Street, Suite 3 Carlsbad, California 92008 Telephone: (858) 552-0000 Facsimile: (760) 542-7761	Attorneys for Defendants GST Transport, Inc., American Chung Nam Transportation, LLC and American Chung Nam, LLC:  <b>Innovative Legal Services, P.C.</b> Richard Q. Liu, Esq. Sijiu Ren, Esq. 355 S Grand Ave Ste 2450 Los Angeles, CA 90071 Tel (626) 344-8949
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**What are the core terms of the Settlement?**

On June 21, 2023, the Court preliminarily certified, for settlement purposes only, all current and former Trick Drivers who worked for GST from November 15, 2015 through June 21, 2023.

Class Members who do not exclude themselves from the Settlement pursuant to the procedures set forth in this Notice will be automatically bound by the Settlement and will release their claims against GST as described below (referred to as "Settlement Class Members").

GST has agreed to pay \$790,000.00 (the "Gross Settlement Fund") to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, Class Counsel's Award and costs, administration costs, and the Class Representatives awards. The Gross Settlement Fund will be paid out over the period as described in the Payment Schedule in the Settlement Agreement.

The following deductions from the Gross Settlement Fund will be requested by the parties:

- **Administrator Costs.** The Court has approved Phoenix Class Action Administration Solutions to act as the "Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Parties will request up to \$7,100.00 from the Gross Settlement Fund to pay the administration costs.
- **Class Counsel Award and Costs.** Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Fund. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Fund, which is estimated to be \$263,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.
- **Class Representatives Service Award.** Class Counsel will ask the Court to award the Class Representatives a service award in the amount of \$5,000.00 each (total of \$15,000.00) to compensate the Class Representatives for their service and extra work provided on behalf of Class Members and in exchange for a broader general release between the Class Representatives and the Released Parties.
- **Private Attorney General Act Penalties.** Class Counsel was seeking penalties for the violations of California Labor Laws on behalf of the State of California as a private attorney general. The penalties amount is \$5,000.00 of which 75% or \$3750.00 will be paid to the State of California and 25% or \$1,250.00 will be distributed among Aggrieved Employees as PAGA award.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Fund will form the Net Settlement Fund ("NSF"), which will be distributed to all Class Members who do not submit a valid and timely Request for Exclusion form (described below) until [45 days after Claims Administrator mails this notice]. The NSF is estimated at approximately \$485,816.67. Each Settlement Class Member who worked for GST from November 15, 2015 through June 21, 2023 will be entitled to a Settlement Payment based on the proportionate number of weeks the Class Member worked for GST as a Truck Driver during the time period of November 15, 2015 through June 21, 2023.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Payments will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion. As set forth in the Payment Schedule contained in the Settlement Agreement, payments will be sent within 91 days of the Court's Final Approval and Judgment in the Lawsuit.

Allocation and Taxes. For tax purposes, each Settlement Payment will be treated as follows: 50% to settlement of claims for reimbursable business expenses and interest; and 50% to settlement of claims for statutory penalties. The payments shall be reported on an IRS Form 1099. Named Plaintiffs and Class Members shall assume full responsibility and liability for the payment of taxes due on such settlement payments.

Release. If the Court approves the Settlement, 61 days after the Court's Judgment, each Settlement Class Member who has not submitted a valid Request for Exclusion will fully release and discharge parents, predecessors, successors, subsidiaries, affiliates, related companies, brother and/or sister companies, divisions, joint venturers, assigns, any entities deemed a client employer or labor contractor of Defendants under Labor Code section 2810.3, service providers, insurers, consultants, subcontractors, any individual or entity deemed a statutory employer or joint employers (under any legal theory of joint employment) and all respective agents, employees, officers, directors, stockholders, shareholders, owners, fiduciaries, insurers, consultants, subcontractors, and attorneys thereof (collectively the "Released Parties") from the following "Released Claims" for the entire Class Period:

Any and all claims plead in the Action (including but not limited to claims in the First Amended Complaint), and claims that could have been plead based on the facts asserted, including claims based on local, state, and/or federal wage and hour claims (including all claims under the California Labor Code and the Fair Labor Standards Act) for unpaid wages, unreimbursed business expenses, minimum wage, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, wage theft, the Wage Orders of the Industrial Welfare Commission, Hours of Service violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the California Labor Code including but limited to Labor Code Sections (and all relevant subsections) 201-204, 210, 216, 218.6, 221, 224, 226, 226.3, 226.7, 510, 512, 516, 558, 621, 1171.5, 1174, 1194, 1198, 2698, 2750.3, 2802, and 3351, derivative claims under California Business & Professions Code Sections 17200 et seq. and all claims under any California Industrial Welfare Commission Wage Order, the Fair Labor Standards Act 29 U.S.C. § 201 et seq., and the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"); and any and all claims that were or could have been asserted based on the facts pleaded in the Lawsuit or any amendments thereto for any purported violation of any local, state, or federal wage and hour laws, regulations, and/or ordinances, including such laws, regulations, and/or ordinances related to the non-payment of wages, minimum wages, overtime wages, misclassification, or any other wage-related or recordkeeping-related claims,; liquidated damages; attorneys' fees, costs and expenses; pre- and post-judgment interest; or damages or relief of any kind arising from the allegation that the Class Members were misclassified and not properly compensated for all time worked on a daily or weekly basis, under state or federal law, at any time through Preliminary Approval.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, the entry of Judgment, and GST funding the Settlement fund.

***How much can I expect to receive from the Settlement?***

The amount of money you are entitled to receive from this settlement (your "Individual Settlement Payment") is based on the number of weeks you worked for GST during the Class Period. According to GST's records:

- (a) You worked for GST as a Truck Driver for [redacted] weeks from November 15, 2015 through June 21, 2023.
- (b) The estimated settlement dollar value of Individual Class Payment for each week you worked for GST as a Truck Driver during the Class Period is \$ [redacted].
- (c) The estimated settlement dollar value of your Individual PAGA Payment for each week you worked for GST as a Truck Driver during the Class Period is \$ [redacted].



Based on the above, your Individual Settlement Payment is estimated at \$ [REDACTED] and your Individual PAGA Payment is estimated at \$ [REDACTED]

Dispute Information in this Notice of Settlement.

Your award is based on the number of weeks you worked for GST as a Truck Driver during the Class Period. The information contained in GST's records regarding each of these factors, along with your estimated Settlement Payment, is listed above. If you disagree with the information listed above, you may submit a dispute, along with any supporting documentation, to <<ADMINISTRATOR CONTACT INFO>>. The deadline to dispute the Gross Individual Settlement Payment or the dates a Class Member worked for GST as a Truck Driver as listed on a Claim Form will be within the 45-day Opt-Out/Objection Deadline Date. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties will investigate any dispute in consultation with the Administrator. The Administrator will make the final determination regarding the amount of your Individual Settlement Payment.

***What are my options going forward?***

**1. Participate in the Settlement – Do Nothing**

You do not need to file a claim in order to receive a payment from the Settlement. Under the settlement, if you **do nothing, you will automatically receive Individual Settlement Payments**, as described above.

**2. Opt Out of the Settlement**

If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Administrator executed signed Request for Exclusion Form postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, your signature, and the date. If you are receiving this Notice as a result of a re-mailing, you will be given an additional seven days to respond.

Send the Request for Exclusion Form directly to the Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion Form shall, upon receipt by the Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement.

If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against GST, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**3. Object to the Settlement**

You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You may object to the Settlement by simply attending the Final Approval Hearing and objecting in person at the Hearing. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. If you wish to object to the Settlement in writing, or any portion of it, you may mail a written objection to the Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>, or file a written objection with the Court in Department 11 of the Los Angeles County Superior Court – Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. Objections must be filed or postmarked no later than <<RESPONSE DEADLINE>>.

As described above, if you choose to object to the Settlement in person, you may appear at the Final Approval Hearing scheduled for October 20, 2023, at 9:00 a.m., in Department 11 of the Los Angeles County Superior Court – Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. Class Members will be apprised of any changes in time or location to the Final Approval Hearing via the website indicated below which has been set up by the parties and the Administrator. You have the right to appear either in person or through your own attorney at this hearing, although you do not need to appear at the Final Approval Hearing for your objection to be considered. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Yan vs. GST Transport, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 19STCV40976.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class members who do not object.

### ***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on October 21, 2023, at 9:00 a.m., in Department 11 of the Los Angeles County Superior Court – Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. Class Members will be apprised of any changes in time or location to the Final Approval Hearing via the website indicated below which has been set up by the parties and the Administrator. You may also contact [INSERT] or Class Counsel for updates regarding the location of the Final Approval Hearing as the location of the Final Approval Hearing is subject to change. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Awards to the Class Representatives. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

If you appear at the hearing, check the Court's website for its safety precautions protocols (<https://www.lacourt.org/newsmedia/uploads/14202232517164722NRFACEMASKS.pdf>). As of April 4, 2022, the following protocols were in place:

As Los Angeles County emerges from the most recent surge in COVID-19 cases and public health authorities relax mandates, the Superior Court of Los Angeles County continues to balance its obligation to maintain access to justice with its commitment to safeguard the well-being of court users during the COVID-19 pandemic. To that end, the COURT HEREBY ORDERS AS FOLLOWS:

1. Clerk's Office and Self-Help Center Appointments:

In the interest of safeguarding the well-being of court users, persons seeking services from the Clerk's Office, court support services, and/or the Self-Help Centers are encouraged to schedule appointments. For telephone or video assistance, or to schedule an appointment, the telephone number for each courthouse is listed at the courthouse entry and posted on the Court's website, [www.lacourt.org](http://www.lacourt.org).

2. Face Coverings:

Until April 4, 2022, all persons – regardless of vaccination status – are required to wear face coverings over their nose and mouth while in a courthouse. General Order 2021-GEN-023-00. Persons whose disabilities preclude them from wearing face coverings compliant with the Guidance, are urged to seek an accommodation under Rule 1.100 of the California Rules of Court in advance of their court appearance or appointment. Thereafter, use of face coverings in courthouses is strongly encouraged.

### ***How can I get additional information?***

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court – Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. In the interest of safeguarding the well-being of court users, persons seeking services from the Clerk's Office, court support services, and/or the Self-Help Centers are encouraged to schedule appointments. For telephone or video assistance, or to schedule an appointment by telephone (213) 310-7000. You may also contact Class Counsel using the contact information listed above for more information.

You may also visit <<[URL for custom website](#)>> to view the Settlement Agreement, Notice of Pendency of Class Action, Request for Exclusion, or Final Judgment. Class Members will also be apprised of any changes in time or location to the Final Approval Hearing via this website.

**PLEASE DO NOT CALL OR WRITE THE COURT, GST, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

### ***REMINDER AS TO TIME LIMITS***

The deadline for submitting a Request for Exclusion, Dispute or written Objection is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced. Once again, if you want to receive your Individual Settlement Payment you do **not** have to submit any further paperwork.

**BY ORDER OF THE COURT ENTERED ON JUNE 21, 2023.**

# Exhibit B

**REQUEST FOR EXCLUSION FORM**

*Yan vs. GST Transport, Inc*  
Los Angeles County Superior Court  
Case No.: 19STCV40976

**IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE [INSERT DATE], ADDRESSED AS FOLLOWS:**

PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS  
SETTLEMENT ADMINISTRATOR  
*YAN VS. GST TRANSPORT, INC.*  
P.O. BOX 7208  
ORANGE, CA, 92863  
(800) 523-5773

**DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**

By signing, filling out, and returning this form, I confirm that I do not want to be included in the Settlement of the lawsuit entitled *Yan vs. GST Transport, Inc.*, Superior Court of the State of California, County of Los Angeles, Case No. 19STCV40976.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *YAN VS. GST TRANSPORT, INC.* I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT EXCEPT PAGA PENALTIES.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Last Four Digits of Social Security Number: \_\_\_\_ \_