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FILED
Superior Court of California
County of Los Angeles
07/02/2026

David W. Slayton, Executive Officer / Clerk of Court
By: M. Zavala Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MITZI CASTILLO, 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.

ABLE FREIGHT SERVICES, LLC, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendant.

Case No. 21STCV09625
Assigned for All Purposes To:

Hon. Elaine Lu
Department SSC-9

**JOINT STIPULATION TO VACATE
FINAL ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF THE
CLASS ACTION SETTLEMENT;
~~PROPOSED~~ ORDER THEREON**

Date: July 2, 2026
Time: 8:30 a.m.
Dept.: 9

Complaint Filed: March 11, 2021
FAC Filed: January 4, 2023
Judgment Entered: March 13, 2025
Amended Judgment
Entered: June 2, 2025
Trial Date: None

**JOINT STIPULATION TO VACATE FINAL ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; ~~PROPOSED~~ ORDER THEREON**

TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Plaintiff Mitzi Castillo (“Plaintiff”), and Defendant Able Freight Services, LLC (“Defendant”) (together, “the Parties”), by and through their undersigned counsel, hereby stipulate and agree as follows (“Stipulation”):

WHEREAS, on March 11, 2021, Plaintiff filed a putative wage-and-hour class action lawsuit against Defendant, thereby commencing the above-captioned action.

WHEERAS, on January 4, 2023, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Prive Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“First Amended Complaint”).

WHEREAS, the Parties reached a class action and Private Attorney General Act (“PAGA”) settlement and executed the First Amended Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) to resolve the above-referenced action in its entirety;

WHEREAS, on March 27, 2024, the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the Settlement and proposed administration procedures and associated deadlines;

WHEREAS, on March 13, 2025, the Court entered the Final Approval and Judgment, thereby granting final approval of the terms of the Settlement (“Final Approval Order”);

WHEREAS, pursuant to the Final Approval Order, Defendant was required to fund the Gross Settlement Amount of \$1,200,000.00 by way of three (3) separate installment payments to occur no later than March 28, 2025, March 31, 2025, and June 30, 2025;

WHEREAS, after Defendant did not fulfill the March 28, 2025 and March 31, 2025 funding obligations, the Parties entered into a stipulation, and, on June 2, 2025, the Court entered

an order approving the Parties' Stipulation and Order to Modify the Payment Plan and Amend the Final Approval Order and Judgment ("Amended Final Order"). The Amended Final Order, modified the funding of the Gross Settlement Amount into a total of two (2) installment payments, as follows: (i) an installment payment in the amount of \$200,000.00 to be paid on or before June 9, 2025 ("Modified Installment Payment 1 of 2"), and (ii) an installment payment in the amount of \$1,000,000.00 and the funds necessary to fully pay Defendant's share of payroll taxes to be paid on or before December 1, 2025 ("Modified Installment Payment 2 of 2");

WHEREAS, on June 9, 2025, Modified Installment Payment 1 of 1 was funded by Defendant and received by the Administrator in the amount of \$200,000.00;

WHEREAS, on June 24, 2025, pursuant to the Amended Final Approval Order, the Administrator, ILYM Group, Inc. ("ILYM Group"), issued and mailed the Individual PAGA Payments to the two hundred and eighty (280) Aggrieved Employees, in the amount totaling \$50,000.00, and the LWDA PAGA Payment to the LWDA, in the amount of \$150,000.00;

WHEREAS, Modified Installment Payment 2 of 2, which would have constituted the final installment in the total amount of \$1,220,509.96¹, was due and payable on or before December 1, 2025, but was not funded by Defendant;

WHEREAS, on December 3, 2025, Class Counsel received a notice entitled "Bulletin No. 1" from Insolvency Services Group, Inc. ("ABC Notice") stating that Defendant executed a general assignment for the benefit of its creditors in favor of assignee Insolvency Services, Group, Inc. ("Assignee"). The ABC Notice explains, *inter alia*, that some of Defendant's assets were sold while some assets were excluded from the sale, including and not limited to, Defendant's bank balances, customer accounts receivables, and most refunds and deposits,

¹ This includes the amount for the employer's payroll taxes in 2025 for the wage portions of the Individual Settlement Shares. The employer's payroll taxes in 2026 for the wage portions of the Individual Settlement Shares is \$21,191.74.

however, Defendant purportedly owes its secured lender Goldman Sachs Specialty Group, L.P. (“Goldman”) approximately over \$100 million for which Defendant had purportedly pledged all of its assets as collateral, and that the Assignee “independently reviewed and investigated Goldman’s claims and Goldman’s asserted Liens on all assets” of Defendant, and has “determined that Goldman’s claims are valid and enforceable, and that Goldman has perfected, “first-priority” liens on substantially all assets of” Defendant “which are not avoidable.” Furthermore, the Notice states that Defendant “reports unsecured debts of approximately \$9,540,000, plus yet to be determined obligations pertaining to two breached real property leases.” Additionally, the ABC Notice states that “Assignee currently projects after payment of all the net proceeds from liquidation of the Able Companies’ assets to Goldman, that Goldman will still be owed between \$77,000,000 and \$92,000,000 on account of its secured loans. Therefore, unless assets are identified and liquidated which are not subject to Goldman’s security interests, it is not likely that there will be proceeds available to pay the claims of unsecured creditors” in Defendant’s assignment estate. The ABC Notice also references a Proof of Claim process in the off-chance that proceeds are recovered for distribution to unsecured creditors;

WHEREAS, Defendant has represented that Defendant now exists in name only, and has zero assets;

WHEREAS, as of May 6, 2026, the remainder balance due for Defendant to fully fund the Settlement was \$1,021,191.74, consisting of \$1,000,000.00 which is the Modified Payment 2 of 2, plus the employer’s share of payroll taxes for 2026 in the amount of \$21,191.74;

WHEREAS, given that Defendant has defaulted on the full funding of the Gross Settlement Amount in the amount of \$1,021,191.74 (\$1,000,000.00 Modified Payment 2 of 2, plus the amount for employer’s share of payroll taxes for 2026 in the amount of \$21,191.74),

the following payments could not be distributed;

- Individual Settlement Payments to the Participating Class Members (in the amount of \$568,143.07);
- Employer’s payroll taxes for 2026 for the wage portions of the Individual Settlement Shares (in the amount of \$21,191.74);
- Class Representative Service Payment to Plaintiff Mitzi Castillo (in the amount of \$7,500.00);
- Class Counsel Fees Payment to Lawyers *for* Justice, PC (in the amount of \$400,000.00);
- Class Counsel Litigation Expenses to Lawyers *for* Justice, PC in the amount of \$12,356.93); and
- Administration Costs to ILYM Group (in the amount of \$12,000.00);

WHEREAS, pursuant to ¶ 5 of the Settlement Agreement, Plaintiff, Participating Class Members, Aggrieved Employees, and the State of California’s release of claims against the Released Parties are effective only “[u]pon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares).”

THEREFORE, SUBJECT TO THIS COURT’S APPROVAL, THE PARTIES HEREBY STIPULATE TO AND RESPECTFULLY REQUEST THAT THE COURT ENTER AN ORDER AS FOLLOWS:

1. This Stipulation incorporates by reference the definitions in the Settlement Agreement, Final Approval Order, and all capitalized terms used, but not defined herein, shall have the same meaning as in the Settlement Agreement, and Final Approval Order;

2. Given that full funding of the Gross Settlement has not been paid by Defendant, all releasees set forth in the Settlement Agreement have not become effective, and therefore, all releases set forth in the Settlement Agreement on behalf of class members, Aggrieved Employees, and the State are NULL AND VOID;
3. The Final Approval Order entered on March 13, 2025, is hereby VACATED;
4. The Amended Final Order entered on June 2, 2025 (i.e., Order to Modify the Payment Plan and Amend the Final Approval Order and Judgment) is hereby VACATED;
5. The Final Approval Order (entered on March 13, 2025) and the subsequent Amended Final Order (entered on June 2, 2025) shall have no binding effect on the putative class members, the Aggrieved Employees, or the State of California. The putative class members', Aggrieved Employees', and the State of California's release of the Released Parties from the Released Class Claims or Released PAGA Claims in the Settlement Agreement are NULL and VOID;
6. Aggrieved Employees who received payment for their Release of the Released PAGA claims, a) they do not need to return said payment; and b) have NOT released the Released PAGA claims in the Settlement Agreement;
7. Plaintiff shall file a Request for Dismissal of the Action without prejudice that shall comply with California Rules of Court, Rule 3.770, within five (5) court days after the entry of the order on this Stipulation;
8. The Administrator shall provide an additional Notice ("Additional Notice") to the Participating Class members and the Aggrieved Employees, substantially in the form that is attached as "Exhibit A" hereto;
9. The Administrator shall send the Additional Notice to the Participating Class Members and Aggrieved Employees, within ten (10) court days after the entry of the

order on this Stipulation;

10. Defendant shall be responsible for all additional Administration Costs of sending the Additional Notice to the Participating Class Members and the Aggrieved Employees, in the amount of \$450.00 to ILYM Group. If the amount of sending the Additional Notice is increased, Defendant agrees to pay the increased amount;

11. Class Counsel shall submit this order to the LWDA on its website, so that the LWDA has notice of the vacating of the Final Approval Order, and it will be posted by the Administrator on its own website for a period of at least sixty (60) calendar days, within five (5) business days of the entry of this order.

Dated: June 25, 2026

LAWYERS for JUSTICE, PC

By: Meg Razi
Brian J. St. John
Meg Razi
Attorneys for Plaintiff

Dated: June 25, 2026

HIRSCHFELD KRAMER, LLP

By: /s/ Daniel H. Handman
Daniel H. Handman
Attorneys for Defendant

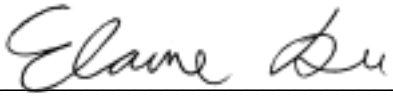
~~PROPOSED~~ ORDER

Based on the foregoing Joint Stipulation To Vacate Final Order and Judgment Granting Final Approval of the Class Action Settlement For (“Stipulation”), Good Cause and for good cause shown, **IT IS HEREBY ORDERED:**

1. The Parties’ Stipulation is GRANTED.
2. The Final Approval Order entered on March 13, 2025, is hereby VACATED.
3. The Final Approval Order (entered on March 13, 2025) and the subsequent Amended Final Order (entered on June 2, 2025) shall have no binding effect on the putative class members, the Aggrieved Employees, or the State of California. The putative class members’, Aggrieved Employees’, and the State of California’s release of the Released Parties from the Released Class Claims or Released PAGA Claims in the Settlement Agreement are NULL and VOID.
4. Plaintiff shall file a Request for Dismissal of the Action without prejudice, that shall comply with California Rules of Court, Rule 3.770, within five (5) court days after the entry of the order on this Stipulation.
5. The Administrator shall mail the Additional Notice to the Participating Class Members and Aggrieved Employees, within ten (10) court days after the entry of the order on this Stipulation.
6. Defendant shall be responsible for all additional Administration Costs of sending the Additional Notice to the Participating Class Members and the Aggrieved Employees, in the amount of \$450.00 to ILYM Group. If the amount of sending the Additional Notice is increased, Defendant is ordered to pay the increased amount.
7. Plaintiff is to give formal notice of this order to all other parties and file proof of service of such within five court days.

IT IS SO ORDERED.

Dated: 07/02/2026



Honorable Ealine Lu
Judge of the Superior Court

EXHIBIT A

Castillo v. Able Freight Services, Inc.
C/O ILYM Group, Inc.

[ILYM ADDRESS]

PLEASE READ

IMPORTANT LEGAL INFORMATION

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS>>

<<CITY>> <<STATE>> <<ZIP CODE>>

Mitzi Castillo v. Able Freight Services, LLC
Superior Court of the State of California, County of Los Angeles
Case No. 21STCV09625

You were previously provided notice of the class action and Private Attorneys General Act (“PAGA”) settlement, as well as two additional notices regarding modifications that were made to the settlement in the above-referenced case. On March 13, 2025, the Court entered an order and judgment approving the settlement and, subsequently on June 2, 2025, the Court entered an order approving a modification to the settlement.

We write to inform you that the Court has vacated the order and judgment granting final approval of the settlement and dismissed, without prejudice, the entire action. This means:

- The class action and PAGA claims contained in the settlement have not been released, i.e., you have **not** released the Released Parties from the Released Class Claims or Released PAGA Claims set forth in the initial notice you received;
- You will **not** receive any payment; if you previously received a payment for your release of the Released PAGA Claims, you do **not** need to return the money and you have **not** released the Released PAGA Claims;
- If you still want to pursue your own case against Able Freight Services, Inc., for the claims described in the initial notice you received, you are advised to consult with an attorney as soon as possible regarding your rights. Please take notice that there are strict time limitations governing when lawsuits must be filed with the court. These deadlines may also govern the period for which you may recover money. If you fail to meet any of these applicable deadlines, your claims may be barred forever, and as a result, you may not be able to recover anything. In addition, the longer you wait, you risk reducing the amount of your potential recovery.

Please call the Settlement Administrator toll free at **ILYM #** with any questions.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On June 25, 2026, I served the foregoing document(s) described as:

**JOINT STIPULATION TO VACATE FINAL ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT;
[PROPOSED] ORDER THEREON**

on interested parties in this action by Electronic Service as follows:

Daniel H. Handman(DHandman@hkemploymentlaw.com)
HIRSCHFELD KRAEMER LLP
1299 Ocean Avenue, Suite 750
Santa Monica, California 90401

Attorneys for Defendant Able Freight Services, LLC

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the individual(s) listed above.

State of California, Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on June 25, 2026, at Glendale, California.


Andy Hernandez