

FILED
Superior Court of California,
County of Solano
03/20/2026 at 04:21 PM
By: J. Castaneda, Deputy Clerk

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9 Attorneys for Plaintiffs and the Putative Class

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SOLANO**

12 RITO MURILLO and ANGELICA JIMENEZ,
13 on behalf of themselves and all others similarly
14 situated,

15 Plaintiffs,

16 v.

17 YANDELL TRUCKAWAY, LLC, a California
limited liability company; and YANDELL
18 TRUCKAWAY, INC., a California incorporated
19 company; and DOES 1-50, inclusive.

20 Defendants.
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CASE NO.: CU23-05569

Assigned to the Hon. Wendy G. Getty

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGMENT**

HEARING INFO

Date: March 12, 2026

Time: 9:00 a.m.

Dept.: 8, Room 1

1 This matter having come for hearing regarding the unopposed Motion for Final Approval of
2 Class Action Settlement on the terms set forth in the Class Action and PAGA Settlement Agreement
3 (the “Settlement”). In conformity with California Rules of Court, rule 3.769, with due and adequate
4 notice having been given to Class Members (as defined in the Settlement), and having considered the
5 Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed
6 and proceedings had herein, all oral and written comments received regarding the Settlement, and
7 having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final
8 approval of the Settlement and orders and makes the following findings and determinations and enters
9 final judgment as follows:

10 1. All terms used in this order shall have the same meaning as those terms are used and/or
11 defined in the parties’ Settlement Agreement and Plaintiffs’ Motion for Order Granting Final
12 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
13 Mehrdad Bokhour in Support of Plaintiffs’ Motion for Final Approval of Class Action and is made a
14 part of this order.

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement, and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Settlement and as follows: all individuals who are or were employed by Defendants Yandell
19 Truckaway, LLC, and Yandell Truckaway, Inc. (“Defendants”) as non-exempt hourly employees in
20 California between November 27, 2019, and October 29, 2025. The PAGA Members include any
21 non-exempt hourly employee who works or worked for Defendants in California at any time from
22 November 27, 2022 and October 29, 2025.

23 4. The Court finds that Plaintiffs complied with the notice and submission requirements
24 of Labor Code section 2699(1)(2), and that the LWDA did not object to the settlement.

25 5. The Court deems this definition sufficient for the purpose of Rule 3.765(a) of the
26 California Rules of Court, and solely for the purpose of effectuating the Settlement.

27 6. The Court finds that an ascertainable class of 121 class members exists and a well-
28 defined community of interest exists on the questions of law and fact involved because in the context

1 of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of
2 the Plaintiffs is typical of claims of the Class Members; and **(iii)** in negotiating, entering into and
3 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented
4 and protected the interest of the Class Members.

5 7. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
6 Administrator, completed the distribution of the Class Notice in a manner that complies with
7 California Rule of Court 3.766. The Class Notice, provided in English and Spanish, informed all 121
8 Class Members of the Settlement terms, their rights to receive their settlement share, their right to
9 submit a request for exclusion, their right to comment on or object to the Settlement, and their right
10 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
11 Settlement. A sufficient response period was provided. No Class Members filed written objections,
12 submitted notices of intent to appear, requested exclusion, or appeared at the Final Approval hearing.

13 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
14 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
15 compliant with all applicable requirements of the California Code of Civil Procedure, the California
16 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
17 and any other applicable law, and in the best interests of each of the Parties and Class Members.

18 9. The Court directs the Parties to effectuate the Settlement Agreement according to its
19 terms and declares the Settlement Agreement to be binding on all 121 Participating Class Members.

20 10. The Court finds that the Settlement Agreement has been reached as a result of
21 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
22 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
23 their respective positions.

24 11. The Court separately and expressly approves the PAGA portion of the Settlement
25 pursuant to Labor Code section 2699(1). The Court finds that the PAGA settlement is fair, adequate,
26 and reasonable in light of the purposes and policies of the Private Attorneys General Act. The Court
27 further finds that the allocation of \$5,000 in PAGA penalties, with 75 percent (\$3,750) payable to the
28 California Labor and Workforce Development Agency and 25 percent (\$1,250) payable to the PAGA

1 Members, is appropriate and consistent with the statute. The Court further finds that Plaintiffs have
2 complied with all notice and submission requirements under Labor Code section 2699(1)(2), and that
3 the State of California has not objected to the PAGA settlement.

4 12. The Court also finds that the Settlement now will avoid additional and potentially
5 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
6 case.

7 13. The Settlement Agreement is not an admission by Defendants, nor is this order a
8 finding of the validity of any allegations or any wrongdoing by Defendants.

9 14. The Court appoints Plaintiffs Rito Murillo and Angelica Jimenez as Class
10 Representatives and finds them to be adequate to represent the Settlement Class.

11 15. The Court appoints Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour
12 of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate, experienced,
13 and well-versed in class action litigation.

14 16. The terms of the Settlement Agreement, including the Gross Settlement Amount of
15 \$312,900 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
16 each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement
17 Agreement, subject to this order.

18 17. The Court approves the following allocations, which fall within the ranges stipulated
19 by and through the Settlement Agreement:

20 A. The Court awards \$4,850 to the Settlement Administrator and finds this
21 amount to be fair and reasonable. The Court grants final approval and orders
22 the Settlement Administrator to pay this amount in accordance with the
23 Agreement.

24 B. The Court awards \$93,870 to Class Counsel as attorneys' fees and finds this
25 amount to be fair and reasonable in light of the benefit obtained for the Class.
26 The Court grants final approval of, awards, and orders that the Class Counsel
27 fees be paid in accordance with the Settlement Agreement.

28 C. The Court awards \$25,000 to the Bokhour Law Group, P.C. in litigation costs,

1 an amount which the Court finds to be reflective of the reasonable costs
2 incurred. The Court grants final approval of and orders the Class Counsel
3 litigation expenses payment in this amount to be made in accordance with the
4 Settlement Agreement.

5 D. The Court awards \$7,500 to each Class Representative as payment requested
6 by Plaintiffs and finds this amount to be fair and reasonable. The Court grants
7 final approval of and orders that the Class Representatives' payments be made
8 in accordance with the Settlement Agreement.

9 E. The Court approves the \$5,000 allocation for penalties under the Labor Code
10 Private Attorneys General Act of 2004 and orders 75 percent (\$3,750) to be
11 paid to the California Labor and Workforce Development Agency, and 25
12 percent (\$1,250) to be paid to the PAGA Employees, in accordance with the
13 Settlement Agreement.

14 18. The Court orders the Parties to comply with and carry out all terms and provisions of
15 the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the
16 provisions of this order shall take precedence and supersede the Settlement.

17 19. Nothing in the Settlement or this order purports to extinguish or waive Defendants'
18 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
19 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

20 20. The Settlement shall bind all 121 Participating Class Members, and this Order,
21 including the release of claims set forth in the Settlement Agreement, is final and binding as to them.

22 21. The Parties shall bear their own respective attorneys' fees and costs except as
23 otherwise provided in this order and the Settlement Agreement.

24 22. All checks mailed to the Class Members must be cashed within one hundred and eighty
25 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
26 Settlement Administrator shall send the uncashed checks to the California Controller's Unclaimed
27 Property Fund in the name of the Class Member.

28 23. Within 10 days of this order, the Settlement Administrator shall give notice of

1 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
2 posting a copy of this Order and Final Judgment on the Settlement Administrator’s settlement website
3 for this matter.

4 24. The Court retains jurisdiction pursuant to California Rules of Court, rule 3.769(h), to
5 enforce the Settlement and this Judgment.

6 25. This Judgment finally resolves all claims released by the Settlement Agreement and
7 is intended to be a final, appealable judgment.

8 26. The Court sets a Final Compliance Hearing for **February 8, 2027 at 9:00 a.m.** At
9 least 5 calendar days prior to the hearing, Class Counsel shall file a declaration regarding the status
10 of the distribution of the settlement funds.

11 27. This final judgment is intended to be a final disposition of the above-captioned action
12 in its entirety and is intended to be immediately appealable. This final judgment resolves and
13 extinguishes all claims released by the Settlement Agreement against Defendants and the Released
14 Parties as set forth in the Agreement.

15 **JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.**

16
17 DATED: 03/20/2026


HON. WENDY G. GETTY

18
19 **APPROVED AS TO FORM**

20 DATED: March 17, 2026

ROGERS JOSEPH O’DONNELL

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23 Dennis C. Huie
24 Attorney for Defendants
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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 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 520, Los Angeles, California 90067.

On March 17, 2026, I served the following document(s) described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT** on the interested parties in this action:

Dennis C. Huie, Esq.
dhuie@rjo.com
Crystal Yu, Esq.
cyu@rjo.com
ROGERS JOSEPH O'DONNELL
311 California Street, 10th Floor
San Francisco, California 94104

**Counsel for defendant
YANDELL TRUCKAWAY, LLC and
YANDELL TRUCKAWAY, INC.**

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

Executed on March 17, 2025, at Los Angeles, California.

/s/ Cynthia Garcia
Cynthia Garcia