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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
situated,

14 Plaintiffs,

15 v.

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

19 Defendants.

20 CASE NO.: CU23-05569

21 *Assigned to the Hon. Wendy G. Getty*

22 **AMENDED [PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

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FILED

Superior Court of California,
County of Solano
10/29/2025 at 12:28:44 PM
By: K. Schoenberg, Deputy Clerk

1 Having considered Plaintiffs Rito Murillo and Angelica Jimenez’s (“Plaintiffs”) Motion for
2 Preliminary Approval of Class Action Settlement (“Plaintiffs’ Motion”), the Declarations of Mehrdad
3 Bokhour, Joshua Falakassa, Plaintiffs Rito Murillo and Angelica Jimenez and the Class Action and
4 PAGA Settlement Agreement (“Settlement Agreement” and/or “Settlement”), and the Notice of
5 Proposed Class Action and PAGA Settlement (“Class Notice”) and any other documents submitted
6 in support of Plaintiffs’ Motion.

7 Having considered Plaintiffs’ Motion, the accompanying declarations in support thereof, and
8 all supporting legal authorities and documents, the Court ordered as follows:

9 **IT IS HEREBY ORDERED THAT:**

10 1. This Order incorporates by reference the definitions in the Settlement Agreement,
11 attached as Exhibit “A” to the Declaration of Mehrdad Bokhour, and all terms defined therein shall
12 have the same meaning in this Order as set forth in the Settlement Agreement.

13 2. For settlement purposes only, the Court conditionally certifies the following
14 Settlement Class: all individuals who were employed by Defendants as a non-exempt, hourly
15 employee in California at any time during the Class Period (*i.e.*, November 27, 2019, and the
16 Preliminary Approval Date). The PAGA Members include all individuals who were employed by
17 Defendants as a non-exempt, hourly employee in California at any time during the PAGA Period
18 (*i.e.*, November 27, 2022 through the Preliminary Approval date).

19 3. The Court preliminarily appoints the named Plaintiffs, Rito Murillo and Angelica
20 Jimenez, as the Class Representative, and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., and
21 Joshua S. Falakassa, Esq. of Falakassa Law, P.C., as Class Counsel.

22 4. The Court hereby preliminarily approves the proposed Settlement upon the terms and
23 conditions set forth in the Settlement Agreement. The Court finds that, on a preliminary basis, the
24 Settlement appears to be within the range of reasonableness of a settlement that could ultimately be
25 given final approval by the Court. It appears to the Court on a preliminary basis that the Maximum
26 Settlement Amount is fair, adequate, and reasonable as to all potential Class Members, when balanced
27 against the probable outcome of further litigation relating to liability and damages issues. It further
28 appears that extensive and costly investigation and research have been conducted such that counsel

1 for the parties at this time are reasonably able to evaluate their respective positions. It further appears
2 to the Court that the Settlement at this time will avoid substantial additional costs by all parties, as
3 well as the delay and risks that would be presented by the further prosecution of the Action. It further
4 appears that the Settlement has been reached as the result of intensive, non-collusive, arms-length
5 negotiations utilizing an experienced mediator.

6 5. The Court approves, as to form and content, the proposed Class Notice attached as
7 Exhibit "A" to the Settlement Agreement.

8 6. The Court directs the mailing of the Class Notice by first-class mail to the Class
9 Members pursuant to the terms of the Settlement Agreement. The Court finds that the dissemination
10 of the Class Notice set forth in the Settlement Agreement complies with the requirements of due
11 process of law and appears to be the best notice practicable under the circumstances.

12 7. The Court hereby preliminarily approves the definition and disposition of the not-to-
13 exceed Gross Settlement Amount of \$300,000, which is inclusive of the payment of attorneys' fees
14 not to exceed \$100,000, costs not to exceed \$25,000, a Class Representative Service Payments not to
15 exceed \$7,500 to each named Plaintiff, a PAGA Payment of \$5,000 (of which 75% or \$3,750 will be
16 paid to the California Labor and Workforce Development Agency ("LWDA") and 25% or \$1,250
17 will be paid to PAGA Members); Settlement Administration Costs not to exceed \$5,000. Defendants
18 shall separately pay of the employer-side payroll taxes on the portion of the Individual Class
19 Payments to Participating Class Members that are allocated as wages subject to withholdings.

20 8. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
21 of Settlement Administration Costs, not to exceed \$5,000 out of the Settlement Amount for services
22 to be rendered on behalf of the Class Members. The Settlement Administrator shall prepare and
23 submit to Class Counsel and Defendants' Counsel a declaration attesting to the completion of the
24 notice process as set forth in the Settlement Agreement, including an explanation of efforts to resend
25 any Class Notice returned as undeliverable and the total number of opt-outs and objections received
26 before and after the deadline.

27 9. The Court directs Defendants to work diligently and in good faith to compile from its
28 records and provide the Settlement Administrator with the "Class Data" – as defined in paragraph 1.7

1 of the Settlement Agreement – for Settlement Class Members, in a format to be provided by the
2 Settlement Administrator, which will consist of the following information: (1) the Class Members’
3 full names; (2) last known addresses; (3) Social Security Numbers; and (4) dates of employment
4 and/or number of Workweeks Worked as non-exempt employees of Defendants in California during
5 the Class Period and the PAGA Period for each Settlement Class Member. Defendants shall provide
6 the “Class Data” as referenced herein to the Settlement Administrator within twenty-one (21) days
7 after entry of the Preliminary Approval Order.

8 10. The Settlement Administrator shall use the National Change of Address database (U.S.
9 Postal Service) to check for updated addresses for Class Members and shall then mail, via first-class
10 U.S. mail, the Class Notice to Settlement Class Members as approved in paragraph 5 herein.

11 11. The deadline by which Class Members may dispute the number of Workweeks
12 Worked, opt out of the Settlement, or object shall be forty-five (45) calendar days after the date the
13 Class Notice is mailed. Any Class Member who wishes to be excluded from the Settlement must
14 submit a timely written Request for Exclusion to the Settlement Administrator by e-mail, mail, or
15 fax, in accordance with the instructions in the Class Notice. The Request for Exclusion must include
16 the Class Member’s full name, current address, telephone number, the last four digits of the Class
17 Member’s Social Security number or date of birth, and the Class Member’s signature. The Request
18 for Exclusion should state: *“I wish to be excluded from the Settlement Class in the Yandell Truckway*
lawsuit. I understand that if I ask to be excluded from the Settlement Class, I will not receive any
money from the Settlement of the class claims in this lawsuit.” Any person who timely and properly
21 submits a Request for Exclusion shall not be a Settlement Class Member, shall have no rights under
22 the Settlement, shall receive no payment from the Settlement, and shall not have standing to object
23 to its terms.

24 12. The deadline for submitting written objections shall be forty-five (45) calendar days
25 after the date the Class Notice is mailed. Any Class Member who wishes to object to the Settlement
26 must submit a timely written objection to the Settlement Administrator by mail or email. The
27 Settlement Administrator shall promptly provide copies of all timely objections to Class Counsel and
28 counsel for Defendants, and Class Counsel shall file copies of any objections received with the Court.

1 Each objection must state: (a) the objector's full name, current address, and telephone number; (b)
2 the last four digits of the objector's Social Security number or date of birth; (c) the objector's
3 signature; (d) a clear statement of all grounds for the objection, including any legal authority,
4 reasoning, or evidence supporting it; and (e) if represented by counsel, the name, address, and contact
5 information of that counsel. Any Class Member who does not timely submit an objection in the
6 manner provided shall be deemed to have waived the right to object and shall be bound by all terms
7 of the Settlement and the Judgment.

8 13. Any Settlement Class Member who does not submit a timely and valid Request for
9 Exclusion will be deemed a Participating Class Member and will be entitled to receive an Individual
10 Class Payment based upon the allocation formula described in the Settlement Agreement. However,
11 Settlement Class Members may not object to or opt-out of the Settlement with respect to the Release
12 of the PAGA Claims and Settlement Class Members who opt out of the Release of Class Claims will
13 still be paid their allocation of the PAGA Payment and will be bound by the Release of PAGA Claims
14 regardless of whether they submit a timely and valid Request for exclusion from the Release of Class
15 Claims.

16 14. The Court approves the handling of unclaimed funds set forth in the Settlement
17 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
18 result of a Participating Class Member's failure to timely cash a settlement check shall be handled by
19 the Settlement Administrator and be issued to the State of California Unclaimed Property Fund, as
20 set forth in the Settlement Agreement.

21 15. The following dates shall govern for purposes of this settlement:

22 October 16, 2025	Preliminary Approval (PA) hearing
23 November 17. 2025	Deadline for Defendants to send Class Data to Settlement Administrator
24 December 2, 2025	Deadline for Settlement Administrator to complete first mailing of the Class Notice to all Class Members.
25 January 16, 2026	Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement.
26 16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval of Settlement and application for

	award of attorneys' fees, costs and Service Payment.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiffs' Motion for Final Approval of Settlement or filing any response to an objection to the Settlement.
5 court days before Final Approval hearing	Deadline for filing of any written reply to opposition to Motion for Final Approval of Settlement.
<u>March 12, 2026 at 9:00 a.m.</u>	Final Approval Hearing

16. A final approval hearing shall be held in this Court on **March 12, 2026 at 9 a.m.** to
 9 determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally
 10 approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3)
 11 the amount of Class Representative Service Payments to the Class Representative. The Court may
 12 continue or adjourn the final approval hearing without further notice to the Class Notice.

13. The Court may, for good cause shown, extend any of the deadlines set forth in this
 14 Order without further notice to Class Members. In the event that the Settlement does not receive final
 15 approval, or the Effective Date of the Settlement does not occur, for any reason, this Order, the
 16 Settlement, and the Settlement Agreement shall be rendered null and void and shall be vacated.
 17. Further, the fact that the parties were willing to stipulate to certification Class for settlement purposes
 18 shall have no bearing on, nor be admissible in connection with, the issue of whether a class should
 19 be certified in a non-settlement context, and the parties to the Settlement shall be deemed to have
 20 reverted to their respective status as of the date and time immediately prior to the execution of the
 21 Agreement.

22. If the Court grants Final Approval, each Participating Class Member and their
 23 successors shall conclusively be deemed to have released the Class Claims, and each Class Member
 24 shall conclusively be deemed to have released the PAGA Claims set forth in the Settlement
 25 Agreement and Class Notice against the Released Parties (as defined in the Agreement). Further, all
 26 Participating Class Members and their successors shall be permanently enjoined and forever barred
 27 from asserting any released Class Claims, and all Class Members shall be permanently enjoined and
 28 forever barred from asserting any released PAGA Claims, against the Released Parties.

1 IT IS SO ORDERED.
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4 DATED: 10/29/2025, 2025
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for HON. WENDY G. GETTY
JUDGE OF THE SUPERIOR COURT

7 APPROVED AS TO FORM
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