

1 ROGERS JOSEPH O'DONNELL
2 Dennis C. Huie (State Bar No. 184377)
3 dhuie@rjo.com
4 Crystal Yu (State Bar No. 359647)
5 vyoung@rjo.com
6 311 California Street
7 San Francisco, California 94104
8 Telephone: 415.956.2828
9 Facsimile: 415.956.6457

10 Attorneys for Defendants
11 YANDELL TRUCKAWAY, LLC and
12 YANDELL TRUCKAWAY, INC.

13 BOKHOUR LAW GROUP, P.C.
14 Mehrdad Bokhour (State Bar No. 285256)
15 mehrdad@bokhourlaw.com
16 1901 Avenue of the Stars, Ste. 520
17 Los Angeles, CA 90067
18 Tel: 310-975-1493
19 Fax: 310-675-0861

20 Attorneys for Plaintiffs
21 RITO MURILLO and ANGLICA
22 JIMENEZ

\$20.00

23 SUPERIOR COURT OF THE STATE OF CALIFORNIA
24 COUNTY OF SOLANO

25 RITO MURILLO AND ANGELICA
26 JIMENEZ, on behalf of themselves and all
27 others similarly situated,

28 Plaintiffs,

vs.

29 YANDELL TRUCKAWAY, LLC, a
30 California limited liability company; and
31 YANDELL TRUCKAWAY, INC., a
32 California incorporated company; and
33 DOES 1 through 50, inclusive,

34 Defendants.

35 Case No. CU23-05569

36 ASSIGNED FOR ALL PURPOSES TO
37 JUDGE WENDY G. GETTY
38 DEPARTMENT 4

39 **STIPULATION TO AMEND CLASS
40 ACTION AND PAGA SETTLEMENT
41 AGREEMENT AND TO MODIFY
42 PRELIMINARY APPROVAL ORDER
43 AND CLASS NOTICE**

1 Defendants Yandell Truckaway, LLC and Yandell Truckaway, Inc. (collectively,
2 Defendants) and Plaintiffs Rito Murillo and Angelica Jimenez (collectively, Plaintiffs)
3 (together, the Parties), by and through their undersigned counsel, hereby stipulate and jointly
4 request that the Court approve the following amendment to the Class Action and PAGA
5 Settlement Agreement and enter a modified order granting preliminary approval and
6 approving issuance of a revised class notice.

7 WHEREAS, on October 29, 2025, the Court entered an order granting preliminary
8 approval of the Parties' class action and PAGA settlement and approving the form and
9 manner of notice.

10 WHEREAS, on November 19, 2025, Defendants produced the class data to the
11 settlement administrator.

12 WHEREAS, based on the class data, the settlement administrator has determined that
13 the total number of workweeks during the Class Period is 10,430 workweeks which exceeds
14 10,000 workweeks by 430.

15 WHEREAS, paragraph 4.1 of the Settlement Agreement provides that if, by the date
16 of preliminary approval, the number of workweeks exceeds 10,000, the Parties shall modify
17 the Class Period and the PAGA Period by adjusting the end date of those periods to the latest
18 date possible such that the number of workweeks is as close as possible to, but no greater
19 than, 10,000.

20 WHEREAS, rather than shortening the Class Period and PAGA Period, the Parties
21 agree it is fair and appropriate to increase the Gross Settlement Amount to account for the
22 additional workweeks, while leaving the Class Period and PAGA Period unchanged.

23 WHEREAS, the Parties therefore seek to amend the Settlement Agreement and to
24 modify the preliminary approval order and class notice to reflect the updated Gross
25 Settlement Amount

26 **I. STIPULATION**

27 1. **Amendment to Gross Settlement Amount.** The Parties stipulate that the Gross

1 Settlement Amount is amended from \$300,000 (three hundred thousand dollars and
2 zero cents) to \$312,900 (three hundred and twelve thousand, nine hundred dollars and
3 zero cents). All allocations, deductions, and distributions that are calculated as a
4 percentage of or derived from the Gross Settlement Amount shall be recalculated
5 using the amended Gross Settlement Amount, consistent with the Settlement
6 Agreement.

7 **2. No change to Class Period and PAGA Period.** The Parties stipulate that the Class
8 Period and PAGA Period stated in the Settlement Agreement shall remain unchanged
9 with the end date of such period as October 29, 2025.

10 **3. No other changes.** Except as expressly set forth in this stipulation, all other terms and
11 provisions of the Settlement Agreement remain unchanged and in full force and effect.

12 **4. Requested Court action.** The Parties jointly request that the Court enter the proposed
13 modified order granting preliminary approval, approve the revised class notice
14 reflecting the amended Gross Settlement Amount, and authorize the settlement
15 administrator to disseminate the revised notice in accordance with the Settlement
16 Agreement and the modified order.

17
18 Dated: December 16, 2025

ROGERS JOSEPH O'DONNELL

19
20 By: 

21 Dennis C. Huie
22 Crystal Yu
23 Attorneys for Defendants
YANDELL TRUCKAWAY, INC. and
YANDELL TRUCKAWAY, LLC

24 Dated: _____

BOKHOUR LAW GROUP, P.C.

25
26 BY: /s/ Mehrdad Bokhour

27 Mehrdad Bokhour, Esq.
28 Attorneys for Plaintiffs
RITA MURILLO and ANGLICA JIMENEZ

1
2 **PROPOSED ORDER**
3

4 The Court, having reviewed the Parties' Joint Stipulation to Amend the Class
5 Action and PAGA Settlement Agreement and to Modify the Order Granting Preliminary
6 Approval of Class Action Settlement and Class Notice, and any papers filed in support, and
7 good cause appearing, hereby ORDERS as follows:
8

9

- 10 • Joint Stipulation Granted. The Parties' joint stipulation is GRANTED.
11
- 12 • The Class Action and PAGA Settlement Agreement is amended as follows: the Gross
13 Settlement Amount is increased from \$300,000 (three hundred thousand dollars and zero
14 cents to \$312,900 (three hundred, twelve thousand and nine hundred dollars and zero
15 cents).
16
- 17 • Class Period and PAGA Period Unchanged. The Class Period and PAGA Period stated in
18 the Settlement Agreement shall remain unchanged with the end date of such periods of
19 October 29, 2025.
20
- 21 • The Second Amended Preliminary Approval Order Approved. The Second Amended
22 Order Granting Preliminary Approval of Class Action Settlement and Class Notice,
23 lodged as Exhibit A, is APPROVED and shall be entered by the Court.
24
- 25 • Revised Class Notice Approved. The Revised Class Notice, lodged as Exhibit B, is
26 APPROVED. Notice Administration Authorized. The settlement administrator is
27 authorized and directed to disseminate the Revised Class Notice in accordance with the
28 Settlement Agreement and the Amended Preliminary Approval Order.
29
- 30 • All Other Terms Unchanged. Except as expressly modified by this Order and the
31 Amended Preliminary Approval Order, all other terms and provisions of the Settlement
32 Agreement and the Court's prior preliminary approval order remain unchanged and in full
33 force and effect.
34

35 **IT IS SO ORDERED.**

36 Dated: **12/19/2025**



37 Hon. Wendy G. Getty
38 Judge of the Superior Court
39

EXHIBIT A

1 **FALAKASSA LAW, P.C.**
2 Joshua S. Falakassa, CA Bar No. 295045
3 *josh@falakassalaw.com*
4 1901 Avenue of the Stars, Suite 520
5 Los Angeles, California 90067
6 Tel: (818) 456-6168; Fax: (888) 505-0868

7 **BOKHOUR LAW GROUP, P.C.**
8 Mehrdad Bokhour, Esq., CA Bar No. 285256
9 *mehrdad@bokhourlaw.com*
10 1901 Avenue of the Stars, Suite 520
11 Los Angeles, California 90067
12 Tel: (310) 975-1493; Fax: (310) 675-0861

13 Attorneys for Plaintiffs and the Putative Class

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SOLANO**

16 RITO MURILLO and ANGELICA JIMENEZ,
17 on behalf of themselves and all others similarly
18 situated,

19 CASE NO.: CU23-05569

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

21 **SECOND AMENDED [PROPOSED]
22 ORDER GRANTING PRELIMINARY
23 APPROVAL OF CLASS ACTION
24 SETTLEMENT**

25 YANDELL TRUCKAWAY, LLC, a California
26 limited liability company; and YANDELL
27 TRUCKAWAY, INC., a California
28 incorporated company; and DOES 1-50,
inclusive.

29 Defendants.

30

31

32

33

34

35

36

37

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”), the Notice of Proposed
5 Class Action and PAGA Settlement (“Class Notice”), the Stipulation to Amend Class Action and
6 PAGA Settlement, and any other documents submitted 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 \$312,900, 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 the employer-side payroll taxes on the portion of the Individual Class Payments
19 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 26, 2025 | Deadline for Settlement Administrator to complete first mailing of the Class Notice to all Class Members. |
| 25 February 2, 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.**
2

3 DATED: _____, 2025

4 _____
5 **HON. WENDY G. GETTY**
6 **JUDGE OF THE SUPERIOR COURT**

7
8
9
10 **APPROVED AS TO FORM**
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SOLANO**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Murillo, et al., v. Yandell Truckaway, LLC, et al.

Case No. CU23-05569

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

If you worked for Yandell Truckaway, LLC and/or Yandell Truckaway, Inc. as a non-exempt employee in the State of California between November 27, 2019, until _____, you may be eligible to receive money pursuant to a settlement reached in an employee class action lawsuit (“Action”) against Yandell Truckaway, LLC, and Yandell Truckaway, Inc., and each of their affiliated companies (collectively, “Yandell” or “Defendants”) for alleged wage and hour violations. The Action was filed by two former Yandell employees, Rito Murillo and Angelica Jimenez (collectively, “Plaintiffs,” together with Yandell, the “Parties”) and seeks payment of (1) back and premium wages, statutory penalties, and interest for a class of non-exempt hourly employees who work or worked for Yandell in California during the Class Period, defined as the period between November 27, 2019, through [INSERT DATE OF PRELIMINARY APPROVAL]) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who work or worked for Yandell in California during the PAGA Period (November 27, 2022, through [INSERT DATE OF PRELIMINARY APPROVAL]) (“PAGA Members”). Yandell denies all allegations and contends it has acted lawfully at all times. The Court has not ruled in favor of either side. Nonetheless, the Parties agreed to settle the Action. You are receiving this notice because Yandell’s records show that you were a non-exempt Yandell employee during the period November 27, 2019, until _____.

The proposed Settlement has two main parts: (1) a Class Settlement where Yandell agreed to fund Individual Class Payments, and (2) a PAGA Settlement where Yandell agreed to fund Individual PAGA Payments and to make a payment to the California Labor and Workforce Development Agency (“LWDA”).

Based on Yandell’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Yandell’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Yandell’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment approving the settlement which will result in Yandell funding the settlement and the Class Members and PAGA Members giving up their rights to assert certain claims against Yandell. You may attend the Final Approval Hearing on March 12, 2026, at 9:00 a.m. in Courtroom 8 in the Courthouse, located at Old Solano Courthouse, 580 Texas St., Fairfield, California 94533.

If you worked for Yandell during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment, if applicable. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Yandell.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. However, you cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA Member, you remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement. By opting-out, you will preserve your right to personally pursue Class Period wage claims against Yandell.
- (3) **Object to the Class Settlement.** If you did not opt-out, you can object to the Class Settlement. To object, Participating Class Members must send written objections to the Administrator by fax, email, or mail by the Response Deadline (plus an additional 14 days for Participating Class Members whose Class Notice was re-mailed) by submitting a written brief or statement of objection ("Notice of Objection") to the Settlement Administrator. The Notice of Objection must: (1) state your full name; (2) state the grounds for the objection; (3) be signed by you; and (4) must be postmarked on or before [Response Deadline] and returned to the Settlement Administrator. Any Participating Class Member who does not timely object in the manner described above will be bound by the Settlement if it is approved by the Court, and shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Yandell will not retaliate against you for any actions you take with respect to the proposed Settlement.

Class Members may submit Requests for Exclusion, objections, or workweek disputes to the Settlement Administrator by email, fax, or mail at the contact information below. Submissions sent by email or fax must be received by the Administrator no later than the Response Deadline.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

| | |
|---|--|
| You Don't Have to Do Anything to Participate in the Settlement | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Yandell that are covered by this Settlement (Released Claims). |
| You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____ | If you don't want to participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. All PAGA Members will receive an Individual PAGA Payment and will give up their rights to pursue PAGA Released Claims (defined below). |
| Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____ | All Class Members who do not opt-out ("Participating Class Members") can object to the proposed Class Settlement. See Section 7 of this Notice. |
| You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____ | The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Yandell's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice. |

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Yandell employees. The Action alleges Yandell violated California labor laws, asserting claims based on Yandell's alleged: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; (7) failure to reimburse necessary business expenses; and (8) violation of California's Unfair Competition Law. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. ("Class Counsel.")

Yandell strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Yandell or Plaintiffs is correct on the merits. In the meantime, Plaintiffs and Yandell hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and approving the Agreement, Plaintiffs and Yandell have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Yandell does not admit any violations nor concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. Yandell Has Agreed to Pay \$312,900 as the Gross Settlement Amount ("Gross Settlement"). Yandell will deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, the Individual PAGA Payments, the Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and an amount to be paid to the California Labor and Workforce Development Agency ("LWDA") to settle the PAGA claims. Assuming the Court grants Final Approval, Yandell will fund the Gross Settlement not more than 60 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions

from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- i. Up to \$104,300.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- ii. Up to \$7,500 to each Plaintiff as Class Representative Service Payments to Plaintiffs for filing the Action, working with Class Counsel and representing the Class, and for providing a broad release to Yandell. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than each Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- iii. Up to \$5,000 will be paid to the Administrator for services administering the Settlement.
- iv. Up to \$5,000 to settle the claim for PAGA Penalties; 75% (*i.e.*, \$3,750) allocated to the LWDA PAGA Payment and 25% (*i.e.*, \$1,250) to be distributed pro rata as Individual PAGA Payments to the PAGA Members based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. Plaintiffs and Yandell are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms issued to Participating Class Members. Yandell will separately pay employer-side payroll taxes. The Individual PAGA Payments is characterized as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Yandell have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check

expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- f. **Requests for Exclusion from the Class Settlement (Opt-Outs)**. You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, no later than _____, that you wish to opt-out ("Response Deadline"). The easiest way to notify the Administrator is to send an email, mail, or fax a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's first and last name, home address, email address or telephone number, and a simple statement electing to be excluded from the Settlement. The Request for Exclusion must be postmarked by the Response Deadline to be considered timely. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Yandell.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Yandell based on the PAGA Period facts alleged in the Action.

- g. **The Proposed Settlement Will be Void if the Court Denies Final Approval**. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Yandell have agreed that, in either case, the Settlement will be void: Yandell will not pay any money and Class Members and PAGA Members will not release any claims against Yandell.
- h. **Administrator**. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- i. **Participating Class Members' Release**. After the Judgment is final and Yandell has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Yandell or related entities for wages based on the Class Period facts and PAGA

penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

In consideration for their awarded Individual Class Payments, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members release all claims against Yandell and related parties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or PAGA Notice, or any other pleading that has been filed in the Action that arose during the Class Period.

- j. **PAGA Members' PAGA Release.** After the Court's judgment is final, and Yandell has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Yandell, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Yandell or its related entities based on the PAGA Period facts alleged in the Action or the PAGA Notice and resolved by this Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, any and all claims for civil penalties under PAGA against Yandell Truckaway, LLC, Yandell Truckaway, Inc., and the Released Parties that arise out of or reasonably relate to the claims alleged in the Action or the PAGA Notice or that could have been alleged based on the factual allegations in the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
- b. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,250 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member during the PAGA Period.

c. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Yandell's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Yandell's calculation of Workweeks and/or Pay Periods based on Yandell's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Yandell's Counsel. You can challenge the Administrator's decision at the Final Approval Hearing.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To request exclusion from the Settlement, you must submit a written and signed request via email, mail or fax stating:

“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.”

Your request for exclusion must also include your first and last name, home address, email address or telephone number, and be personally signed by you.

Please also identify the Action as Murillo, et al. v. Yandell Truckaway, LLC, et al., Case No. CU23-05569, and include your identifying information (full name, home address, telephone number, approximate dates of employment, and social security number for verification purposes).

You must make the request yourself; requests made by others on your behalf will not be valid.

Your written request must be sent to the Administrator no later than [insert deadline], or it will not be valid.

See Section 9 of this Notice for the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Yandell are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount each Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low.

Your written objection must be **sent to the Administrator by email, fax, or mail** no later than [insert deadline] and must tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Murillo, et al., v. Yandell Truckaway, LLC, et al.*, Case No. CU23-05569, and include your name, current address, telephone number, and approximate dates of employment for Yandell and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing March 12, 2026 at 9:00 a.m. (time) in Department 8 of the Solano County Superior Court, located at 600 Union Avenue, Fairfield Avenue, California 94533. At the Hearing, the judge will decide whether to grant

Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) personally.

You may join the Final Approval Hearing via remote appearance by following the instructions at the following court website: <https://solano.courts.ca.gov/divisions/civil-court/remote-appearance-civil-court>

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Yandell and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____.

Class Members may access information about filings and court orders in this case through the Solano County Superior Court's online portal at <https://www.solano.courts.ca.gov>. To view the docket, click 'Online Services' → 'Case Information Portal,' then search by Case Number: **CU23-05569**. Updates regarding future hearings or rulings will be available on that portal.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

Settlement Administrator:

ILYM Group, Inc.
2832 Walnut Ave STE C
Tustin, CA 92780
Phone: (888) 250-6810
Email: TBD

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should contact the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

PROOF OF SERVICE

Rita Murillo, et al. v. Yandell Truckaway, LLC, et al.
Solano County Superior Court No.: CU23-05569

I, Gloria Joyce, state:

My business address is 311 California Street, 10th Floor, San Francisco, CA 94104. I am employed in the City and County of San Francisco where this service occurs or mailing occurred. The envelope or package was placed in the mail at San Francisco, California. I am over the age of eighteen years and not a party to this action. On December 16, 2025, I served the following documents described as:

**STIPULATION TO AMEND CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND TO MODIFY PRELIMINARY APPROVAL ORDER AND
CLASS NOTICE**

on the following person(s) in this action by placing a true copy thereof enclosed in a sealed envelope, with the postage prepaid, addressed as follows:

Mehrdad Bokhour, Esq.
Bokhour Law Group, P.C.
1901 Avenue of the Stars, Ste. 520
Los Angeles, CA 90067
Tel: 310-975-1493
Fax: 310-675-0861
Email: mehrdad@bokhourlaw.com

Joshua S. Falakassa, Esq.
Falakassa Law, P.C.
1901 Avenue of the Stars, Ste. 520
Los Angeles, CA 90067
Tel: 310-456-6168
Fax: 888-505-0868
Email: josh@falakassalaw.com

Attorneys for Plaintiff

Attorneys for Plaintiff

X **BY FIRST CLASS MAIL:** I am readily familiar with my firm's practice for collection and processing of correspondence for mailing with the United States Postal Service, to-wit, that correspondence will be deposited with the United States Postal Service this same day in the ordinary course of business. I sealed said envelope and placed it for collection and mailing on December 16, 2025, following ordinary business practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed this date at San Francisco, California.

Dated: December 16, 2025



Gloria Joyce