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individually, and on behalf of all others
8 similarly situated and aggrieved

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF RIVERSIDE**

12 JULIO MIRANDA, an individual, on behalf of
himself and all others similarly situated and
13 aggrieved,

14 Plaintiff,

15 vs.

16 JOHN AGUILAR & COMPANY, INC. DBA
VERNON TRANSPORTATION COMPANY,
17 a California Corporation; and DOES 1 to 10,
inclusive,

18 Defendants.
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

APR 14 2026

D. Board *DB*

Case No.: CVRI2403409

[Assigned for all purposes to Hon. Harold W. Hopp,
Dept. 1]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

Date: March 4, 2026
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: June 18, 2024

1 Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement with John
2 Aguilar & Company, Inc. doing business as Vernon Transportation Company ("Defendant") came before
3 this Court on March 4, 2026. The Court, having considered the proposed CLASS ACTION AND PAGA
4 SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Settlement Agreement"), Plaintiff's Motion
5 for Preliminary Approval, and all papers filed in support, **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1)
7 the Settlement is fair and reasonable to the Class when balanced against the possible risks of further
8 litigation, including issues relating to class certification, liability, calculating damages, and potential
9 appeals; (2) significant investigation, research, and litigation have been conducted, such that the Parties
10 are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the substantial
11 cost, delay, and risk presented by further litigation of the action; and (4) the Settlement was reached after
12 serious, informed, and non-collusive negotiations, which were conducted at arm's-length by experienced
13 counsel.

14 2. This Order incorporates by reference all definitions set forth in the Settlement Agreement,
15 and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
16 Agreement, which is attached as **Exhibit 1** to the Declaration of Erik Dos Santos in support of Plaintiff's
17 preliminary approval motion.

18 3. The Court finds that the proposed Class meets the requirements to justify certification for
19 settlement purposes only because there is an ascertainable class with a well-defined community of interest
20 in the questions of law and fact, proceeding on a class basis is superior to numerous individual suits, and
21 there is adequate and fair representation.

22 4. The Court hereby grants provisional certification for settlement purposes only of the
23 following Settlement Class:

24 5. **Settlement Class:** All persons currently or formerly employed by JOHN AGUILAR &
25 COMPANY, INC. DOING BUSINESS AS VERNON TRANSPORTATION COMPANY in California
26 as a non-exempt driver during June 18, 2020 through July 4, 2025 (the "Class Period"). The Settlement
27 Class includes all Class Members except those who submit a valid and timely request for exclusion in
28 accordance with the requirements set forth in the Notice of Proposed Class Action and Private Attorney

1 General Act Settlement (“Class Notice”) and in the Settlement Agreement.

2 6. Class Members who wish to request exclusion from or object to the Settlement must follow
3 the procedures set forth in the Settlement Agreement and Class Notice.

4 7. The Court approves the appointment of Plaintiff Julio Miranda as Class Representative.

5 8. The Court approves the appointment of Plaintiff’s Counsel: Carney R. Shegerian, Anthony
6 Nguyen, and Erik A. Dos Santos of Shegerian & Associates, Inc., as Class Counsel. Class Counsel is
7 authorized to act on behalf of Class Members with respect to all acts or consents required by, or which
8 may be given pursuant to, the Settlement Agreement, and such other acts reasonably necessary to
9 consummate the Settlement Agreement. Any Class Member may enter an appearance through counsel of
10 such individual’s own choosing and at such individual’s own expense. Any Class Member who does not
11 enter an appearance or appear on his or her own will be represented by Class Counsel.

12 9. The Court preliminarily confirms that the notice of settlement served by Plaintiff on the
13 California Labor and Workforce Development Agency (“LWDA”) satisfies the requirements of the
14 Private Attorneys General Act (“PAGA”).

15 10. The Court finds that the Settlement of claims under the PAGA as reflected in the Settlement
16 Agreement is fair and reasonable and in compliance with all the requirements of California law.

17 11. The Court approves the form and content of the Notice of Class Action Settlement, in
18 substantially the form attached to the Settlement Agreement as well as the Request for Exclusion and
19 Objection Forms, attached hereto as **Exhibit A**, and finds that the proposed method of disseminating the
20 Class Notice to the Class meets all the due process requirements; provides the best notice practicable under
21 the circumstances; constitutes due and sufficient notice that is reasonably calculated, under the
22 circumstances, to apprise Class Members of the pendency of the Action and their right to exclude
23 themselves from or object to the proposed Settlement and to appear at the Final Approval Hearing; is
24 reasonable and constitutes due, adequate, and sufficient notice to all Class Members; and meets all
25 applicable requirements under California law, due process, and any other applicable rules or law.

26 12. The Court finds that the terms of the Settlement Agreement appear to be within the range
27 of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the
28 Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily

1 finds that the monetary settlement awards made available to all Class Members are fair, adequate, and
2 reasonable when balanced against the probable outcome of further litigation relating to liability and
3 damages issues.

4 13. The Court preliminarily approves the definition and disposition of the Gross Settlement
5 Amount of \$167,380, on a non-reversionary basis, which is inclusive of: (1) Class Counsel's fees of one-
6 third of the Settlement Amount, or \$55,235.40; (2) up to \$14,000 in Class Counsel's reasonable litigation
7 costs; (2) up to \$7,500 as the Enhancement Award payment to Plaintiff, (3) up to \$6,750 in reasonable
8 costs incurred by the Settlement Administrator to administer the Settlement; (4) a payment to the LWDA
9 in the amount of \$7,500, and (5) Payment of \$2,500 to the PAGA Aggrieved Employees, and (6) the Net
10 Settlement Payments to Class Members.

11 14. The Court approves the retention of Apex Class Action as the Settlement Administrator, to
12 be paid out of the Gross Settlement Amount, and hereby directs Apex to provide the approved Class Notice
13 to Class Members and administer the Settlement in accordance with the procedures set forth in the
14 Settlement Agreement and implementation schedule set forth below.

15 15. In the event the Settlement does not become effective in accordance with the terms of the
16 Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in whole
17 or in part by the Court or any appellate court and/or other court of review, or is terminated, cancelled or
18 fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated,
19 the Parties shall revert to their respective positions as of the commencement of the litigation, and the
20 Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as
21 an admission or as evidence for any purpose, including but not limited to an admission by any Party of
22 liability or non-liability or of the certifiability of a litigation class or the appropriateness of maintaining a
23 representative action.

24 16. The Court hereby imposes a stay on all litigation of the Action pending the Final Approval
25 Hearing and prohibits Plaintiff and/or Class Members from instituting, commencing, or prosecuting any
26 claims covered by the Action against Defendant or the Releasees pending the Final Approval Hearing.

27 17. The Court orders the following implementation schedule for further proceedings:
28

EVENT	DEADLINE
Preliminary Approval Date	TBD
Deadline for Defendant to provide the Settlement Administrator with the Class Data.	Within fifteen (15) calendar days after the Court grants Preliminary Approval. (Settlement Agreement at ¶ 4.2)
Deadline for Settlement Administrator to mail the Class Notice to Class Members.	Within fourteen (14) calendar days after receiving the Class List from Defendant. (Settlement Agreement at ¶ 7.4.2)
Deadline for Class Members to submit any objection to the Settlement Agreement or request exclusion from the Settlement Class. ("Response Deadline")	Sixty (60) calendar days from the initial mailing of the Notice to the Class Members, except the deadline will be extended by fourteen (14) calendar days for any Class Member who is re-mailed the Notice of Settlement. (Settlement Agreement at ¶ 1.43.)
Deadline for the Settlement Administrator to provide a declaration attesting the completion of the Notice process and number of valid requests for exclusions	No later than fourteen (14) calendar days before the deadline to file the Motion for Final Approval. (Settlement Agreement at ¶ 7.8.5)
Final Approval Hearing	<u>07/21/2026</u>

18. The Court hereby sets a hearing date for Plaintiff's Motion for Final Approval of Class Action Settlement and Award of Attorney's Fees, Costs, and Class Representative Service Award on ____

07/21/2026 at 8:30am in Department 1 of this Court.

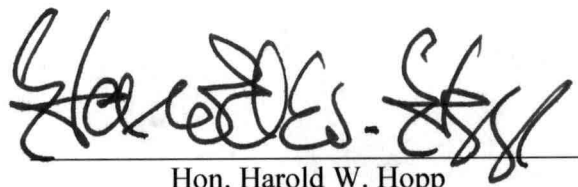
19. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Settlement Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

20. The Settlement Administrator shall give notice to any objecting party in the event the hearing on final approval is continued.

IT IS SO ORDERED.

1 Dated:

2 4/8/26

3 

Hon. Harold W. Hopp

Judge for the Superior Court of Riverside County

EXHIBIT A

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

**JULIO MIRANDA V. JOHN AGUILAR & COMPANY, INC. DBA VERNON
TRANSPORTATION COMPANY, CASE NO. CVRI2403409**

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.

You may be eligible to receive money from an employee class action lawsuit ("Action") entitled Julio Miranda v. John Aguilar & Company, Inc. dba Vernon Transportation Company for alleged wage-and-hour violations. The Action was filed by a former John Aguilar & Company, Inc. dba Vernon Transportation Company employee ("Plaintiff") and seeks payment of back wages (unpaid minimum wages), sick pay, penalties for failure to timely pay wages upon separation of employment, for unreimbursed employment-related expenditures, failing to maintain accurate records, for inaccurate wages statements, and unfair business practices for a class of hourly, non-exempt drivers ("Class Members") who worked for John Aguilar & Company, Inc. dba Vernon Transportation Company in California during the Class Period (at any time between June 18, 2020 through July 4, 2025), and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt drivers who worked for John Aguilar & Company, Inc. dba Vernon Transportation Company during the PAGA Period April 14, 2023 to July 5, 2025, ("Aggrieved Employees"). For the purposes of this Notice, John Aguilar & Company, Inc. dba Vernon Transportation Company shall be referred to here as the "Company." The Company denies any and all liability for these claims and maintains that it complied with all applicable laws. Nothing in this Notice should be imputed as an admission of liability.

The proposed Settlement has two main parts: (1) a Class Settlement requiring the Company to fund Individual Class Payments, and (2) a PAGA Settlement requiring the Company to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on the Company'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 the Company'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 the Company's records showing that **you worked for _____ workweeks** during the Class Period and **you worked for _____ pay periods** during the PAGA Period. If you believe that you worked for more workweeks/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 and has only determined that there

is sufficient evidence to suggest that the settlement might be fair, adequate, and reasonable. A final determination will be made at the Final Approval Hearing. Your legal rights are affected whether you act or 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

If you worked for the Company during the Class Period and/or the PAGA Period, you have two 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. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against the Company.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out). If you wish to opt-out of the Class Settlement, you must send the Administrator by mail, email, or fax a timely written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed).

To be valid, a Request for Exclusion must be timely sent by mail, email, or fax by the deadline set forth by the Administrator. The Request for Exclusion must: (1) contain your name, address, telephone number, and last four digits of your Social Security number or employee identification number; (2) reasonably communicate that you wish to be excluded from the Settlement; (3) be signed by you; and (4) be sent by the Response Deadline to the Settlement Administrator at the address, email address, or fax number specified in the Class Notice. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.

If you exclude yourself from the Settlement Class, you will not be entitled to any recovery under this Settlement, will not be bound by the terms of the Settlement, and will not have any right to object, appeal, or comment on the Settlement.

You cannot opt-out of the PAGA portion of the proposed Settlement.

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

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 the Company 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 fully 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. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue 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 any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____, _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 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 PAGA Payment (if any) depend on how many workweeks you during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Company'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?

Plaintiff is a former non-exempt driver. The Action accuses the Company of violating California labor laws by failing to pay minimum wages, wages owed upon separation, reimburse necessary business-related expenses, and failing to furnish timely and accurate wage statements. Based on the same claims, and on additional facts/contentions, Plaintiff has also asserted claims for unfair business practices and for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

The Company 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?

The Court has not made a determination whether the Company violated the law or that Plaintiff is correct on the merits. In the meantime, Plaintiff and the Company hired an experienced, neutral mediator to help negotiate the Action (settle the case) rather than continuing the expensive and time-consuming process of litigation. Following the mediation, Plaintiff and the Company came to a mutually agreeable resolution. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and the Company 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, the Company does not admit it violated any laws, that a class could be certified, or that any of the facts alleged by Plaintiff are true.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because: (1) the Company has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. 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) The Company Will Pay \$167,380.00 as the Gross Settlement Amount (Gross Settlement). The Company has agreed to 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, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Company will fund the Gross Settlement not more than 60 calendar days after the Effective Date of Judgment entered by the Court. The Effective Date is the date that is sixty-five (65) calendar days after entry of Judgment, if no appeal is filed. If an appeal is filed, the Effective Date will be fifteen (15) calendar days after either (1) the appeal is dismissed with prejudice, or (2) the judgment is affirmed on appeal or is otherwise no longer subject to appeal.

- (b) Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff 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 \$55,235.40 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$14,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - (ii) Up to \$7,500 as a Class Representative Award to Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - (iii) Up to \$6,750 to the Administrator for services administering the Settlement.
 - (iv) Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- (a) 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.
- (b) Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 10% ("Wage Portion") of each Individual Class Payment to taxable wages and 90% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Company will separately pay employer payroll taxes it owes on the Wage Portion, assuming the above is approved by the Court. The Individual PAGA Payments are counted 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. Such breakdown is a condition precedent to this Agreement.

Although Plaintiff and the Company 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 if you have any questions about the tax consequences of the proposed Settlement.

- (a) 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.

- (a) 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 exclude yourself from the Class Settlement by filling out the attached Request for Exclusion Form (**Attached as Exhibit A**) not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely sent by mail, email, or fax by the deadline set forth by the Administrator. The Request for Exclusion must: (1) contain your name, address, telephone number, and last four digits of your Social Security number or employee identification number; (2) reasonably communicate that you wish to be excluded from the Settlement; (3) be signed by you; and (4) be sent by the Response Deadline to the Settlement Administrator at the address, email address, or fax number specified in the Class Notice. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. 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 the Company.
- (b) 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 the Company based on the PAGA Period facts alleged in the Action.
- (c) 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. Plaintiff and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.

- (d) Administrator. The Court has appointed a neutral company Apex Class Action, LLC (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.
- (e) Participating Class Members’ Release. After the Judgment is final and the Company 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 the Company 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:

- 12.21 Class Members, except those who opt out, will release all claims, debts, rights, demands, damages, obligations, liabilities, and causes of action, in law or in equity for damages, premiums, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief against Defendant and the Released Parties arising during the Class Period and alleged in the Action, or which could have been alleged based on the facts pled in the Action, specifically including claims relating to: (i) the alleged failure to pay minimum wage (ii) the alleged failure to provide complete and accurate wage statements; (iii) the alleged failure to timely pay all wages owed to employees who quit or are terminated; (iv) the alleged failure to reimburse reasonably necessary business expenses; and (v) alleged violations of California’s Unfair Competition Law arising out of the facts asserted in the Action. Except as set forth in Section 5.3, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
- (f) Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and the Company has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against the Company, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, 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 the Company or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Release is as follows:

Plaintiff and the State of California will release all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Action and the PAGA Notice filed by Plaintiff. Plaintiff does not release any aggrieved employee's claim for wages or damages through this PAGA Release.

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 weeks worked by all Participating Class Members, and (b) multiplying the result by the number of weeks worked by each individual Participating Class Member.
- (b) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing [\$AMOUNT] by the total number of Pay Periods of all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods by each individual Aggrieved Employee.
- (c) Workweek Challenges. Your number of Workweeks during the Class Period and the and PAGA Period, as recorded in the Company's records, are stated in the first page of this Notice. You have until the deadline provided by the Administrator to challenge the number of weeks you were employed 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.
- (d) You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of Workweeks based on the Company'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 challenges to the number of Workweeks weeks based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

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 Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- (b) Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee 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?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Julio Miranda v. John Aguilar & Company, Inc. dba Vernon Transportation Company*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has 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 Plaintiff and the Company are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff 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 Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. 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 _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _____. Participating Class Members can object by filling out the attached Objection Form (**Attached as Exhibit B**) Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Julio Miranda v. John Aguilar & Company, Inc. dba Vernon Transportation Company* and include your name, current address, telephone number, and approximate dates of employment for the Company 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 on [REDACTED] at [REDACTED] in Department 1 of the Riverside Superior Court (Historic Court House), located at 4050 Main Street, Riverside, California 92501. 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, Plaintiff, 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 to attend) either personally or virtually via either personally or virtually via Zoom or telephone (<https://www.riverside.courts.ca.gov/general-information/remote-appearances/remote-appearance-meeting-numbers>.) Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] 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 that the Company and Plaintiff have promised to do under the proposed Settlement. The easiest way to read is by viewing the document entitled "CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE" or by looking at Exhibit 1 to the Declaration of Erik A. Dos Santos In Support of Plaintiff's Motion for Preliminary Approval, dated November X, 2025 at the Administrator's website at [REDACTED], or on the Court's Website, which is listed below.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>) and entering the Case Number for the Action, Case No. CVRI2403409.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT. PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR WITH QUESTIONS.

The Contact information for the Settlement Administrator is as follows:

Apex Class Action LLC

Email Address:

Mailing Address:

Telephone:

Fax Number:

The addresses for the Parties' counsel are as follows:

Class Counsel	Counsel for Defendant
Erik Dos Santos	Jenny Baysinger

SHEGERIAN & ASSOCIATES, INC. 11520 San Vicente Boulevard Los Angeles, California 90049 Telephone Number: (619) 367-9794	MAYALL HURLEY, P.C. 112 S. Church St. Lodi, CA 95240 Telephone Number: (209) 477-3833
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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 consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

You should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT A

REQUEST FOR EXCLUSION FORM

Miranda v. John Aguilar & Company, Inc. dba Vernon Transportation Company

Case No. CVRI2403409

If you wish to exclude yourself from the Proposed Class Action Settlement, this form must be mailed, emailed, or faxed to Apex Class Action at Miranda v. John Aguilar & Company, Inc. dba Vernon Transportation Company c/o Apex Class Action XX no later than March 10, 2026.

Miranda v. John Aguilar & Company, Inc. dba Vernon Transportation Company

c/o Apex Class Action

Email Address: XX

Mailing Address: XX

Telephone: XX

Fax Number: XX

I wish to exclude myself from the Individual Class Payment portion of the Settlement in *Miranda v. John Aguilar & Company, Inc. dba Vernon Transportation Company*, pending in the Superior Court of California, County of Riverside, Case No. CVRI2403409. I understand that by requesting to be excluded from the Settlement, I will not receive an Individual Class Payment. I also understand that excluding myself from the Settlement will not exclude me from receiving an Individual PAGA Payment pursuant to the PAGA portion of the Settlement.

Name: _____

Address: _____

Telephone Number: _____

Date: _____

SIGNED: _____

EXHIBIT B

NOTICE OF OBJECTION

Miranda v. John Aguilar & Company, Inc. dba Vernon Transportation Company

Case No. CVRI2403409

If you wish to object to the Settlement, a completed copy of this form must be mailed, emailed, or faxed to Apex Class Action at Miranda v. John Aguilar & Company, Inc. dba Vernon Transportation Company c/o Apex Class Action XX no later than March 10, 2026.

Miranda v. John Aguilar & Company, Inc. dba Vernon Transportation Company

c/o Apex Class Action

Email Address: XX

Mailing Address: XX

Telephone: XX

Fax Number: XX

I wish to object to the Settlement in *Miranda v. John Aguilar & Company, Inc. dba Vernon Transportation Company* pending in the Superior Court of California, County of Riverside, Case No. CVRI2403409. The grounds for my objection are below or in an attached document. If I am represented by an attorney, I will indicate so in my objection.

Name: _____

Address: _____

Telephone Number: _____

Date: _____

SIGNED: _____

Grounds for Objection [please state below or in an attached document]: