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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

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

Plaintiff,

vs.

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

Defendants.

Case No.: CVRI2403409

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

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES AND COSTS; JUDGMENT

Date: October 21, 2026
Time: 8:30 a.m.
Dept: 1

Action Filed: June 18, 2024

[~~PROPOSED~~] ORDER AND JUDGMENT

This matter has come before the Honorable Harold W. Hopp in Department 1 of the Superior Court of the State of California, County of Riverside, located at 4050 Main Street, Riverside, California 92501 on Plaintiff Julio Miranda's Motion for Final Approval of Class and PAGA Action Settlement pursuant to California Rules of Court, Rule 3.769 and Labor Code sections 2698 et seq.

On April 14, 2026, the Court granted Plaintiff's Unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement and entered an Order in accordance therewith.

Having duly considered all papers, evidence and oral arguments in this matter to date, including Plaintiff's Motion for Final Approval and good cause appearing, the Court **ORDERS, ADJUDGES AND DECREES**:

1. All defined terms contained herein shall have the same meaning as set forth in the Parties' Class Action and PAGA Settlement Agreement and Class Notice, dated November 10, 2025 ("Settlement Agreement"), and attached to the Declaration of Erik Dos Santos In Support of Plaintiff's Motion for Final Approval as **Exhibit B.**

2. This Court has jurisdiction over the claims asserted in this litigation and jurisdiction over Plaintiff, Defendant, and the members of the Settlement Class, as defined in the Settlement Agreement.

3. The applicable requirements of the California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769, have been satisfied with respect to the Settlement Class and the settlement. The Court makes final its earlier provisional certification of the following Settlement Class for purposes of settlement only.

A. Settlement Class: all persons currently or formerly employed by JOHN AGUILAR & COMPANY, INC. DOING BUSINESS AS VERNON TRANSPORTATION COMPANY in California as a non-exempt driver during June 18, 2020 through July 4, 2025.

4. Plaintiff Julio Miranda is confirmed as the Class Representative; Shegerian & Associates, Inc. is confirmed as Class Counsel; and Apex Class Action is confirmed as the Settlement Administrator.

5. The Notice of Class Action Settlement that was approved on April 14, 2026 and transmitted to the Settlement Class fully and accurately informed the members of the Settlement Class of

all material elements of the settlement, including their opportunity to request exclusion from the settlement or object to the settlement; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all members of the Settlement Class; and complied fully with the laws of the state of California, the United States Constitution, due process, Rule 3.766 of the California Rules of Court, and all other applicable laws.

6. One (1) Class Member submitted a timely request for exclusion. The Class Member who has requested exclusion from the Settlement Class is Anner Saenz Villatoro. This Class Member has thus been excluded, is not entitled to an Individual Settlement Payment.

7. No Settlement Class Members have objected to the terms of the Settlement..

8. The settlement is fair, reasonable and adequate, and in the best interest of the members of the Settlement Class as a whole. Specifically, the settlement was reached following meaningful discovery and investigation conducted by Class Counsel; is the result of serious, informed, adversarial, and arm's-length negotiations between the parties, and that the terms of the settlement are, in all respects, fair, adequate and reasonable. The Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff's case; the risks, expense, and complexity of claims presented; the likely duration of further litigation; the amount offered in the settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel.

9. The settlement is to be effectuated in accordance with the Settlement Agreement.

10. A full opportunity has been afforded to the members of the Settlement Class to participate in the hearing on Plaintiff' Motion for Final Approval, and all members of the Settlement Class and other persons wishing to be heard, have been heard. The members of the Settlement Class have had a full and fair opportunity to exclude themselves from the settlement.

11. Upon the date of this Order and the funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of this Agreement, each Participating Class Member will release the Released Parties of all the Released Claims as defined in the Settlement Agreement.

12. Plaintiff has satisfied his requirement to notify the State of California Labor and Workforce Development Agency of this Settlement and hereby approves the settlement of claims under the Labor

Code Private Attorneys General Act of 2004 (California Labor Code section 2698 *et seq.*) in the total amount of $10,000.00. The Court orders payment in the amount of $7,500.00 to the State of California Labor and Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698 *et seq.*). The remaining $2,500.00 (25% of $10,000.00) be allocated to the Net Settlement Amount for distribution to the Aggrieved Employees who worked during the PAGA Period, as defined by the Settlement Agreement.

13. Upon entry of Judgment of the Settlement, and upon the satisfaction of Defendants' obligation to provide to the Administrator the Gross Settlement Amount pursuant to the Settlement Agreement, Plaintiff, and the State of California have released the Released Parties of their Released PAGA Claims as defined by the Settlement Agreement.

14. The Gross Settlement Amount of $167,380.00 shall be funded within 60 calendar days of the Effective Date. Defendants shall deposit the Gross Settlement Amount into a Qualified Settlement Fund with the Settlement Administrator.

15. The Settlement Administrator shall distribute the settlement funds in accordance with the Settlement Agreement.

16. The Court approves and orders payment in the amount of $6,750.00 to Apex Class Action, for performance of its settlement administration services.

17. In addition to any recovery that the Plaintiff may receive under the Settlement Agreement as a Settlement Class Member, and in recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves the payment of an Enhancement Award to Plaintiff Julio Miranda in the amount of $7,500.00.

18. The Court approves the payment of attorneys' fees to Class Counsel in the sum of $55,235.40 and the reimbursement of litigation expenses in the amount of $ 12,513.14.

19. In accordance with California Rule of Court 3.771(b), the Parties shall give notice of this Judgment to all Settlement Class Members through the website established by the Settlement Administrator for this Settlement.

20. This Judgment is intended to be a final disposition of the Action in its entirety, and is intended to be immediately appealable.

21. Plaintiff shall give notice of this Judgment Approving Class Action Settlement.

22. Any envelope transmitting a settlement distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

23. Any settlement distribution check shall be negotiable for at least 180 days but not more than 180 days from the date of mailing.

24. The administrator shall mail a reminder postcard to any class member whose settlement distribution check has not been negotiated within 60 days after the date of mailing.

25. If (i) any of the class members are current employees of the Defendant, (ii) the distribution mailed to those employees is returned to the administrator as being undeliverable, and (iii) the administrator is unable to locate a valid mailing address, the administrator shall arrange with the Defendant to have those distributions delivered to the class members at their place of employment.

26. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, Settlement Class Members, and Defendant, for the purposes of:

(a) supervising the implementation, enforcement, construction, and interpretation of the Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and

(b) supervising distribution of amounts paid under this Settlement.

27. A final report regarding the distribution of the settlement funds and the status of any unresolved issues shall be filed by 7/23/27. A non-appearance hearing regarding the distribution of the settlement funds shall be held on July 30, 2027 at 8:30 in Department 1 of the Superior Court of the State of California, County of Riverside.

IT IS SO ORDERED AND ADJUDGED.

Dated: 10/21/26

Hon. Harold W. Hopp
Judge for the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 11520 San Vicente Boulevard, Los Angeles, California 90049.

On October 21, 2026, I served the foregoing document, described as **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES AND COSTS; JUDGMENT** on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Jenny D. Baysinger Vladimir J. Kozina **MAYALL HURLEY, P.C.** 112 S Church Street, Lodi, CA 95240	*JBaysinger@mayallaw.com* *VJKozina@mayallaw.com* *Attorneys for* Defendant JOHN AGUILAR & COMPANY, INC. DBA VERNON TRANSPORTATION COMPANY, a California Corporation

☐ **(BY MAIL)** I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, Service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the attorney at the offices of the addressee.

☐ **(BY ELECTRONIC MAIL)** I sent such document via electronic mail to the email(s) noted above.

☒ **(VIA CASE ANYWHERE)** I caused such documents described herein to be uploaded electronically onto the website www.caseanywhere.com per a mutual agreement between the parties. I uploaded the above entitled document(s) with the understanding that all parties will have access and be able to download said documents.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed on October 21, 2026, at Los Angeles, California.

Sydney Townes