ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
JAMES HAWKINS APLC, James R. Hawkins (#192925); Gregory Mauro (#222239);
Michael Calvo (#314986); Lauren Falk (#316893); Ava Issary (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618

TELEPHONE NO.: 949-387-7200 FAX NO. *(Optional):*
E-MAIL ADDRESS *(Optional):*
ATTORNEY FOR *(Name):* Plaintiff, Jonathan Lee Hill and Sean Paul Harper

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF YOLO
STREET ADDRESS: 1000 Main St
MAILING ADDRESS:
CITY AND ZIP CODE: Woodland 95695
BRANCH NAME:

PLAINTIFF/PETITIONER: Jonathan Lee Hill, et al.
DEFENDANT/RESPONDENT: The Morning Star Trucking Company, LLC.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER:
CV2022-2267

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $25,000) [ ] **LIMITED CASE** (Amount demanded was $25,000 or less)

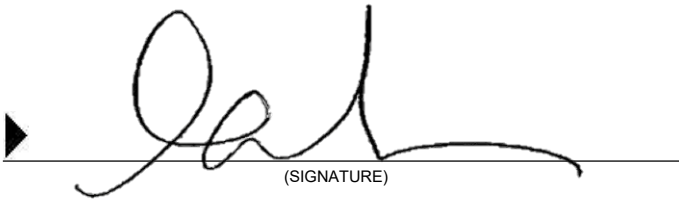
TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: November 4, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: 11/11/2026

Gregory Mauro
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)


(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [New January 1, 2010]

PLAINTIFF/PETITIONER: Jonathan Lee Hill, et al. DEFENDANT/RESPONDENT: The Morning Star Trucking Company, LLC.	CASE NUMBER: CV2022-2267

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*
4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*
5. Number of pages attached _____.

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

Date: _____

_____ ▶ _____
(TYPE OR PRINT NAME OF DECLARANT) (SIGNATURE OF DECLARANT)

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On November 11, 2026, I served on the interested parties in this action the following document(s) entitled:

NOTICE OF ENTRY OF JUDGMENT OR ORDER

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(Service List Attached)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on November 11, 2026, at Irvine, California

Alma Chavarin

Alma Chavarin

Meagan Bainbridge (SBN 240679)
Nikki Mahmoudi (SBN 341563)
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Email: nmahmoudi@weintraub.com

Attorneys for Defendant
THE MORNING STAR TRUCKING COMPANY, LLC
and CALIFORNIA SUN GROWER SERVICES COMPANY, LLC

Via LWDA Website Only
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
http://www.dir.ca.gov/Private-Attorneys-General-Act

RECEIVED
YOLO SUPERIOR COURT
9/28/2026 12:01 PM
By: A. Taylor, Deputy

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Attorneys for JONATHAN LEE HILL and SEAN PAUL HARPER, individually and on behalf of all others similarly situated

FILED
YOLO SUPERIOR COURT
NOV 04 2026
BY [signature] DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO

JONATHAN LEE HILL and SEAN PAUL HARPER, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

THE MORNING STAR TRUCKING COMPANY, LLC a California Limited Liability Company and DOES 1-50, inclusive,

Defendant.

CASE NO.: CV2022-2267
Assigned For All Purposes To:
Judge: ~~Timothy L. Fall~~ Katherine L. Lucero
Dept.: ~~11~~ 13

~~[PROPOSED]~~ ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT

[PROPOSED] ORDER

This matter came on for hearing NOV 04 2026 9:00 a.m. in Department 11 of the above-entitled Court, the Honorable Timothy L. Fall presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiffs' Notice of Unopposed Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiffs' Unopposed Motion is GRANTED.

The Court having reviewed the Representative Private Attorneys General Act Settlement Agreement and Release ("Settlement" or "Settlement Agreement") entered into between Plaintiffs Jonathan Lee Hill ("Hill") and Sean Paul Harper ("Harper"), (collectively "Plaintiffs") individually, and on behalf of the State of California as a private attorney general under the California Labor Code Private Attorneys General Act ("PAGA"), and Defendant The Morning Star Trucking Company, LLC ("Defendant" or "Morning Star") hereby ORDERS AND ADJUDGES:

1. The Court, for purposes of this Order, refers to all defined terms as set forth in the Settlement Agreement.

2. The California Labor Workforce and Development Agency ("LWDA") has been provided notice of the Settlement in accordance with PAGA, California Labor Code §§ 2699(l)(2), (l)(4), as in effect prior to July 1, 2024. On September 28, 2026 Plaintiffs submitted to the LWDA a notice of the Settlement, including a copy of the Settlement Agreement. Plaintiffs' notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

3. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Settlement is hereby accepted and approved for the following group of individuals, collectively referred to as "PAGA Members" or "Aggrieved Employees:" all non-exempt employees who are or were previously employed by Morning Star in California and performed work beyond training or orientation at any time during the PAGA Period of October 16, 2021 to May 8, 2026.

4. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

5. The Settlement and this resulting Order and Judgment represent a compromise of disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as an admission or concession by any party.

6. The Court hereby confirms James Hawkins, Gregory Mauro, Michael Calvo, Lauren Falk and Ava Issary as PAGA Counsel.

7. The Court appoints ILYM Group, Inc. Administrators as the Settlement Administrator to administer the Settlement pursuant to the terms of the Settlement Agreement.

8. Defendants shall pay the Total Settlement Amount of $575,000.00 according to the terms of the Settlement Agreement.

9. The Net PAGA Settlement Amount means the Total Settlement Amount ($575,000.00) minus the following: (a) Attorneys' Fees to Plaintiffs' Counsel in the amount of $201,250.00; (b) Plaintiffs' Counsel litigation expenses in the amount of $47,728.03; (c) Settlement Administrator Costs not to exceed $12,950.00 to ILYM Group, Inc.; (d) Individual Settlement Payments to each Plaintiff for $10,000.00 ($20,000 total) in exchange for a general release of all claims; and (e) Service Awards to each Plaintiff for $5,000.00 ($10,000 total).

(a) The Court approves payment to Plaintiffs' counsel of Attorneys' Fees in the amount of $201,250.00 and actual litigation costs in the amount of $47,728.03, both of which the Court finds to be fair and reasonable, to be paid from the Total Settlement Amount;

(b) The Court approves payment to the Settlement Administrator for its reasonable costs and fees to administer the Settlement, up to $12,950.00 to be paid from the Total Settlement Amount;

(c) The Court approves the Individual Settlement Payments to Plaintiff Hill for $10,000.00 and Plaintiff Harper for $10,000.00 in exchange for a general release of all claims;

(d) The Court approves Plaintiffs' Service Awards to Plaintiff Hill for $5,000.00 and Plaintiff Harper for $5,000.00; and

(e) The Court authorizes the Settlement Administrator to make these payments, in accordance with the terms of the Settlement Agreement.

(f) Any difference from these amounts will be added to the Net Settlement Amount, in accordance with the terms of the Settlement Agreement.

10. In accordance with Labor Code § 2699(i), of the Net Settlement Amount ($282,800), 75% ($212,100) is allocated to the LWDA, and the remaining 25% ($70,700) is allocated to the Aggrieved Employees on a pro-rata basis pursuant to the terms of the Settlement Agreement. The Court authorizes the Settlement Administrator to calculate and pay PAGA Member Payments in accordance with the terms of the Settlement Agreement.

11. The Court directs Defendant to deposit the Total Settlement Amount with the Settlement Administrator within 30 days of the Court's settlement approval order.

12. By operation of this Order, the Court finds that each PAGA Member, including Plaintiffs, will be bound by the following release as set forth in Section 9(a)-(f) of the Settlement Agreement:

> Upon the date the Court enters an order approving the PAGA Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by the Settlement Agreement, Plaintiffs and PAGA Members will be deemed to have knowingly and voluntarily fully, finally, and forever released and discharged Defendant MORNING STAR and the Released Parties, defined to include Defendant MORNING STAR and any of its current or past predecessors, successors, assigns, affiliates, subsidiaries, parent companies, current and past employees, insurers, underwriters, agents, consultants, legal representatives, and any other related entities, and all of its past and present officers, shareholders, owners, members, directors, partners, agents, managers, attorneys, predecessors-in-interest and successors-in-interest) as follows:
>
> All PAGA Members are deemed to release through Plaintiff, an authorized agent of the LWDA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties alleged, based on the PAGA Period, in the Hill PAGA Notices and Harper PAGA Notice, as well as any PAGA Notice submitted to amend the Hill

PAGA Action, and Hill PAGA Action, including, e.g. claims for PAGA Penalties based on (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (5) failure to reimburse necessary business expenses; (6) failure to pay reporting time pay; (7) failure to provide a days rest in seven; (8) violation of Labor Code section 223; (9) violation of California Equal Pay Act; and (10) failure to provide accurate itemized wage statements. This release includes all theories of liability predicated on the above Labor Code provisions.

All PAGA Members are deemed to release through Plaintiff, an authorized agent of the LWDA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims pertaining to the Plaintiffs' Attorneys' Fees and Attorneys' Expenses Payments incurred in connection with or any way related to, the Hill PAGA Action and Harper PAGA Action, the facts stated in the Hill PAGA Action and Harper PAGA Action, and/or related PAGA Notices, except for the right to enforce the provisions of the Settlement providing for the Plaintiffs' Attorneys' Fees and Attorneys' Expenses Payment.

13. Pursuant to this Order, Plaintiffs shall also be bound to their general release of claims as set forth in Section 9(a)-(f) of the Settlement Agreement.

14. The Court further notes that Sean Paul Harper agrees to (1) dismiss his individual claims with prejudice and dismiss the class claims without prejudice in the matter of *Sean Paul Harper v. The Morning Star Trucking Company, LLC, et al.*, Merced County Superior Court, Case No. 25CV-05678, based upon the existence of an arbitration agreement entered into between Sean Paul Harper and The Morning Star Trucking Company, LLC, and (2) dismiss his individual claims with prejudice and dismiss the PAGA claims without prejudice in the Harper PAGA Action, within ten (10) court days of the PAGA Approval Order.

15. The settlement checks distributed to PAGA Members are valid for 180 days from the date of mailing, or otherwise as provided in the Settlement Agreement, and if they are not cashed, deposited, or otherwise negotiated by the void date, it will be canceled, and the funds associated with the canceled check will be transmitted to Legal Aid at Work, located at 180 Montgomery St., Suite 600, San Francisco, CA 94104.

16. Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator, in accordance with the Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

17. The Court approves of the proposed Notice of PAGA Settlement attached to the Settlement Agreement as **Exhibit A** to be sent to Aggrieved Employees along with their respective settlement check.

18. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of the Settlement and this Order, to address settlement administration matters, and to address such post-judgment matters as are permitted by law.

19. Plaintiffs' counsel shall submit a copy of this Order to the LWDA within seven (7) days of the entry of the Order.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED: 11/9/2026

THE HONORABLE ~~TIMOTHY FALL~~
JUDGE OF THE SUPERIOR COURT

Judge Katherine Lucero