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SACRAMENTO COURTS
DEPT. #54

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

DAVIT PITSHIKYAN, individually and on
behalf of other individuals similarly situated,

Plaintiffs,

v.

DEPENDABLE HIGHWAY EXPRESS,
INC., a California limited liability company;
and DOES 1-10

Defendants.

CASE NO. 34-2015-00182832

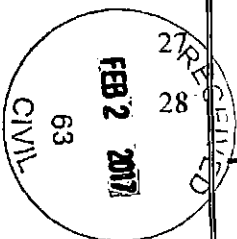
(Assigned to Hon. Alan G. Perkins, Dept.
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CLASS ACTION

**[PROPOSED] ORDER FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, PAGA PAYMENT,
SERVICE AWARD, AND ATTORNEY
FEES AND COSTS**

DATE: February 28, 2017
TIME: 9:00 a.m.
DEPT: 54

BY FAX



**[PROPOSED] ORDER FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, PAGA PAYMENT,
SERVICE AWARD, AND ATTORNEY FEES AND COSTS**

1 This matter came before the Court on February 28, 2017 at 9:00 a.m., with Humphrey &
2 Rist, LLP and Tower Legal Group, APC, appearing as counsel for representative plaintiff Davit
3 Pitshikyan ("Plaintiff"), individually and on behalf of the provisionally certified class, and
4 Scopelitis, Garvin, Light, Hanson, & Feary, P.C., appearing as counsel for Dependable Highway
5 Express, Inc. ("Defendant"). The Court, having carefully considered the briefs, arguments of
6 counsel and all matters presented to the Court and good cause appearing therefore,
7

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

9 1. This Order incorporates by reference the definitions in the Stipulation of Settlement
10 and Release ("Settlement" or "Settlement Agreement") as though fully set forth herein, and all
11 terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

12 2. This Court has jurisdiction over the claims of the Class Members asserted in this
13 proceeding, personal jurisdiction over Plaintiffs and Defendant and the Class Members as defined
14 in the Settlement Agreement, and subject matter jurisdiction to approve the Settlement.

15 3. The Court hereby approves the terms set forth in the Settlement Agreement and
16 finds that the Settlement is, in all respects, fair, adequate and reasonable, and further finds that
17 Plaintiff has satisfied the standards and applicable requirements for final approval of this class
18 action settlement pursuant to California Rules of Court 3.769.

19 4. This Court previously certified the Class for settlement purposes when it granted
20 Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and
21 Provisional Class Certification on December 7, 2016. The Court hereby grants final certification
22 approval, for settlement purposes, to the Class consisting of all California-based truck drivers for
23 Defendant from August 10, 2011, through December 30, 2016, who were classified by Defendant
24 as "independent contractors."

25 5. Notice given to the Class Members was reasonably calculated under the
26 circumstances to apprise the Class of the pendency of this class action, of all material elements of
27 the proposed Settlement, and of their opportunity to exclude themselves from, object to, or

comment on the Settlement and to appear at the Final Approval Hearing. The Class Notice was reasonable and the best notice practicable under the circumstances. A reasonable opportunity has been afforded to the members of the Class to participate in the Final Approval Hearing. Accordingly, this Court hereby finds that the Class Notice program described in the Settlement Agreement and completed by the Settlement Administrator complied fully with the requirements of due process.

6. All Settlement Class Members are bound by this Final Approval Order and Judgment and by the Settlement embodied therein, including the releases provided for in the Settlement and this Final Approval Order and Judgment. As of the Effective Date of Settlement, by operation of the entry of this Final Approval Order and Judgment, each Settlement Class Member, including Plaintiff, shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that he or she may have against the Released Parties as set forth in the Settlement Agreement.

7. The Release of Claims of Settlement Class Members shall include the following:
All claims asserted in the Complaints, including but not limited to Defendant's alleged failure to pay the California minimum wage for all hours worked; Defendant's alleged failure to pay overtime; Defendant's alleged failure to reimburse Settlement Class Members for business expenses in violation of Cal. Labor Code §2802; ; Defendant's allegedly unlawful deductions from compensation in violation of Cal. Labor Code §§ 221, 223 and 400-410 and IWC Wage Order number 9, § 8; Defendant's alleged requirement to provide a cash bond in violation of § 406 or to purchase items from Defendant in violation of § 450; Defendant's alleged failure to provide meal periods and/or rest periods; Defendant's alleged failure to timely furnish accurate wage statements; Defendant's alleged failure to pay all wages owed upon termination; Defendant's alleged unlawful, unfair, and deceptive business practices in violation of the Cal. Business & Professions Code §17200, et seq. ("Section 17200"), and any penalties, liquidated damages, interest, attorneys' fees, or litigation costs allegedly due and owing by virtue of any of the foregoing; as well as any and all wage and hour claims, whether known or unknown, at law or in equity, which Settlement Class

1 Members had as of the Effective Date of the Agreement, under Section 17200, the California Labor
2 Code, the wage orders of the California Industrial Welfare Commission, or other federal, state, or
3 local law based upon the factual allegations in the Complaint including Plaintiff's allegation that
4 Defendant has misclassified Plaintiff and the Settlement Class Members as independent
5 contractors. Released Claims also includes, but is not limited to, claims for failing to promptly pay
6 all wages due and owing at the time of termination or discharge in violation of Cal. Labor Code
7 §203; engaging in unlawful/unfair/fraudulent business practices in violation of Section 17200;
8 failing to provide accurate itemized wage statements in violation of Cal. Labor Code § 226; and
9 any and all penalties pursuant to the Private Attorney Generals Act ("PAGA") Cal. Labor Code §
10 2698 *et seq.*, based upon the factual allegations in the Complaint including Plaintiff's allegation
11 that Defendant has misclassified Plaintiff and the Settlement Class Members as independent
12 contractors.

13 8. The Court hereby finds the individual Settlement Awards provided for under the
14 Settlement to be fair and reasonable in light of all the circumstances. The Court, therefore, orders
15 the calculations and the payments to be made and administered in accordance with the terms of the
16 Settlement.

17 9. For the reasons set forth in the current Unopposed Motion for Final Approval of
18 Class Action Settlement, PAGA Payment, Service Award, and Attorney Fees and Costs, Plaintiff's
19 Counsel's requests for a Fee Award in the amount of \$825,000, and reasonable actual expenses not
20 to exceed \$15,093.58 as the Expense Award, are hereby granted because Plaintiff's Counsel's
21 requests fall within the range of reasonableness, the result achieved justified the award, and the
22 expenses were reasonably incurred.

23 10. For the reasons set forth in the current Unopposed Motion for Final Approval of
24 Class Action Settlement, PAGA Payment, Service Award, and Attorney Fees and Costs, Named
25 Plaintiff's request for Class Representative Service Award in the amount of Fifteen Thousand
26 Dollars and no cents (\$15,000.00) is hereby granted.

11. The request for settlement administration costs in the amount of \$15,000 is hereby granted and shall be paid to the Settlement Administrator, ILYM Group, pursuant to the terms of the Settlement Agreement.

12. The request for civil penalties under PAGA in the amount of Twenty-thousand Dollars and no cents (\$20,000.00) is hereby granted. Seventy-five percent (75%), or Fifteen Thousand Dollars (\$15,000.00), shall be paid to the California Labor & Workforce Development Agency. The remaining twenty-five percent (25%), or Five Thousand Dollars (\$5,000.00), shall be allocated to the Net Settlement Fund.

13. No other costs, fees or other relief shall be awarded against Defendant, the Released Parties, or any related persons or entities as defined in the Settlement Agreement, from the award to the Settlement Class.

14. Pursuant to the terms of the Settlement Agreement, the instant action is dismissed with prejudice, subject to Paragraph 16 below.

15. Without affecting the finality of this Final Approval Order and Judgment, the Court reserves continuing and exclusive jurisdiction over the parties to the Settlement, including Defendant and all Settlement Class Members, including Plaintiff, to administer, supervise, construe and enforce the Settlement in accordance with its terms for the mutual benefit of the parties.

16. Judgment is entered in accordance with the findings in this Order. This Judgment is the Final Judgment in the suit as to all Settlement Class Members who have not excluded himself/herself from the Settlement. The Court finds that there is no just reason for delay and expressly directs the Clerk of the Court to enter Judgment immediately.

17. In accordance with Paragraph 3.1 of the Settlement Agreement, Defendant shall transmit the Gross Settlement Fund of \$2,500,000 to the Settlement Administrator within thirty (30) days of the Effective Date.

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1 IT IS SO ORDERED

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3 FEB 28 2011

4 Dated: _____


The Honorable Raymond M. Cadei

6 RAYMOND M. CADEI

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PROOF OF SERVICE