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12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF SACRAMENTO**

14 **DAVIT PITSHIKYAN**, on behalf of himself and
15 all others similarly situated,

16 Plaintiffs,

17 v.

18 **DEPENDABLE HIGHWAY EXPRESS,**
19 **INC** a California limited liability company;
20 and DOES 1-10

21 Defendant.
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CASE NO. 34-2015-00182832
(Assigned to Hon. Alan G. Perkins, Dept. 35)

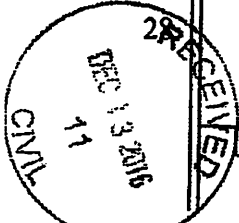
[REVISED PROPOSED] ORDER
GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

DATE: December 7, 2016
TIME: 9:00 a.m.
DEPT: 54

Complaint Filed: August 10, 2015

FILED
ENDORSED
2015 DEC 14 AM 7:53
SACRAMENTO COUNTY
SEPT. #54

FILE BY FAX



1 On December 7, 2016, at 9:00 a.m., the Court heard an unopposed Motion for Preliminary
2 Approval of Class Action Settlement and Provisional Class Certification by Plaintiff Davit
3 Pitshikyan. The Court has considered the Memorandum of Points and Authorities in Support of
4 Preliminary Approval, the Notice of Proposed Class Action Settlement and Final Approval Hearing
5 ("Notice") and Class Member Information Sheet (collectively, the "Notice Packet") and all related
6 declarations and exhibits and hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Stipulation of Settlement and Release
8 (the "Agreement"), filed with the Court as Exhibit A to the Declaration of Christina A. Humphrey,
9 falls within the range of reasonableness and, therefore, meets the requirements for preliminary
10 approval. This Order incorporates by reference the definitions in the Agreement and all defined
11 terms shall have the same meaning in this Order as in the Agreement. The Court further finds on a
12 preliminary basis that the Gross Settlement Fund is fair, adequate and reasonable as to all potential
13 Class Members when balanced against the probable outcome of further litigation relating to liability
14 and damages issues.

15 2. The Court conditionally certifies, for settlement purposes only, the following class
16 ("Class") described in the Motion for Preliminary Approval:

17 "Class Members" means all current and former California-based truck drivers for
18 Defendant from August 10, 2011, through the date notice is mailed to class members, who
19 were classified by Defendant as "independent contractors."¹

20 3. The Court finds, for settlement purposes only, the requirements of California Rules of
21 Court 3.769 and California Code of Civil Procedure section 382 are satisfied.

22 4. This Order, which provisionally certifies a class action for settlement purposes only,
23 shall not be cited in this or any matter for the purpose of seeking class certification, opposing
24 decertification, or for any other purpose, other than enforcing the terms of the Agreement.

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26 ¹ "California-based" refers to Drivers: (i) who had a residential address in California at any time
27 during the Class Period; and/or (ii) who were assigned or associated with any warehouses and/or
28 service centers in California at any time during the Class Period. The phrase "assigned or associated
with any warehouses and/or service centers" includes any and all Drivers listed in Defendants'
database in connection with a warehouse or service center.

1 5. The Court appoints for settlement purposes only, as the Class Representative, Davit
2 Pitshikyan.

3 6. The Court appoints for settlement purposes only, Christina A. Humphrey of
4 Humphrey Rist LLP, and James A. Clark of Tower Legal Group, PC, as Class Counsel for the
5 purposes of Settlement and the releases and other obligations therein. ILYM Group, Inc. is
6 appointed as Settlement Administrator.

7 7. The Notice Packet, consisting of the Notice, attached as Exhibit 2 to the Settlement
8 Agreement, and the Class Member Information Sheet attached as Exhibit 3 to the Settlement
9 Agreement, respectively, are approved.

10 8. The Settlement Administrator is ordered to mail the Notice Packet to the Class
11 Members as provided in the Agreement. The Court finds that the Notice Packet constitutes the best
12 notice practicable under the circumstances, is in compliance with the applicable standards of due
13 process, and appears to fully and accurately inform the Class Members of the material elements of
14 the Agreement, their right to be excluded from the Class and their opportunity to object to the
15 Settlement.

16 9. Each Class Member who wishes to object to the Settlement must file with the Court
17 and serve on the Settlement Administrator, Class Counsel, and Defendant's Counsel a written
18 objection to the Settlement, signed by the Class Member, and postmarked no later than 30 days from
19 the initial mailing of the Notice Packet. In the event the Settlement Administrator must re-mail a
20 Notice Packet, those Class Members shall have an additional fourteen (14) days to object to the
21 Settlement: provided however, that all objections must be postmarked no later than 60 days from the
22 date of the initial mailing of the Notice Packet.

23 10. Each Class Member who wishes to be excluded from the Settlement must submit a
24 written Request for Exclusion to the Settlement Administrator containing the information set forth in
25 Section 7 of the Class Notice, signed by the Class Member, and postmarked no later than 30 days
26 from the initial mailing of the Notice Packet. In the event the Settlement Administrator must re-mail
27 a Notice Packet, those Class Members shall have an additional fourteen (14) days to request
28

1 exclusion from the Settlement; provided, however, that all Requests for Exclusion must be
2 postmarked no later than 60 days from the date of the initial mailing of the Notice Packet.

3 11. The First Amended Complaint, attached to the Agreement as Exhibit 1, is hereby
4 deemed filed for settlement purposes only as of the date of this Order. Defendant has no obligation
5 to answer or otherwise respond to the First Amended Complaint.

6 12. If the Agreement is not finally approved by the Court or for any reason is terminated
7 or otherwise does not become effective, the following will occur: (1) this Preliminary Approval
8 Order, and all of its provisions, will be automatically vacated; (2) the case will proceed as if no
9 settlement has been attempted and notice will be provided to the putative class members that the
10 settlement will not proceed and that, as a result, no payments will be made; (3) no party shall be
11 deemed to have waived any claims, objections, rights, or defenses, or legal arguments or positions,
12 including, but not limited to, objections to class certification and claims or defenses on the merits;
13 (4) no term or draft of the Agreement, or any aspect of the Parties' settlement discussions, including
14 related documentation, will have any effect or be admissible into evidence for any purpose in the
15 case or in any other proceeding; and (5) the Defendant shall have no obligation to pay all or any part
16 of the Gross Settlement Fund referenced in the Agreement.

17 13. During the Court's consideration of the settlement and pending further order of the
18 Court, all proceedings in this case, other than proceedings necessary to carry out the terms and
19 provisions of the Agreement, or as otherwise directed by the Court, are hereby stayed and
20 suspended.

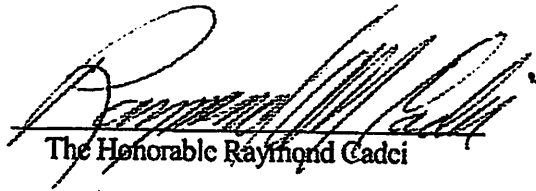
21 14. Plaintiff shall file his Motion for Final Approval of the Settlement and Petition for
22 Attorney Fees and Expenses fourteen days prior to the expiration of the opt-out and objection
23 deadline for class members.

24 15. The Court will hold a Final Approval Hearing to determine whether the proposed Settlement
25 is fair, reasonable and adequate on February 28, 2017 at 9:00 a.m. in Department 54 of Sacramento Superior
26 Court, 813 6th Street, Second Floor, Sacramento, CA 95814.

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DATED: _____

DEC 14 2016


The Honorable Raymond Cadei

RAYMOND M. CADEI

4836-0402-5147, v. 1