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LAW AND MOTION DEPT. 53/54  
SUPERIOR COURT  
OF CALIFORNIA  
SACRAMENTO COUNTY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO**

RANDY L. HOFF and KEISAR E. KIRK, on  
behalf of themselves and all others similarly  
situated;

Plaintiffs,

vs.

DEPENDABLE HIGHWAY EXPRESS,  
INC., a California Corporation; and DOES 1-  
50, inclusive.

Defendants.

Case No.: 34-2020-00272729-CU-OE-GDS

*Assigned to the Hon. Richard K. Sueyoshi*

~~PROPOSED~~ ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND ENTRY  
OF FINAL JUDGMENT

**HEARING INFO**

Date: August 19, 2021

Time: 1:30 p.m.

Dept.: 53

RES: 2555614

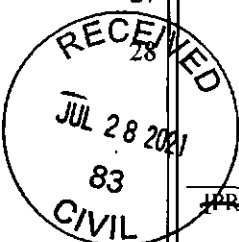
Complaint filed: January 7, 2020

FAC filed: July 17, 2021

Preliminary approval granted: April 28, 2021

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND ENTRY OF FINAL JUDGMENT

BY FAX



1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set  
2 forth in the Joint Stipulation of Settlement and Release of Class and Representative Claims (the  
3 "Settlement Agreement") came for hearing on August 19, 2021, in Department 53 of the above-  
4 entitled Court. The Final Approval Motion was unopposed by defendant Dependable Highway  
5 Express, Inc.

6 Having considered the Final Approval Motion, the Settlement Agreement, the  
7 Declarations, and all other materials properly before the Court and having conducted an inquiry  
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement  
9 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.  
10 Due and adequate notice having been given to the Class, and the Court having considered the  
11 Settlement Agreement, all papers filed and proceedings had herein and all oral and written  
12 comments received regarding the proposed settlement, and having reviewed the record in this  
13 Litigation, and good cause appearing,

14 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

15 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all  
16 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

17 2. The Court has jurisdiction over the subject matter over this Action, the Class  
18 Representatives, the Class Members, and Defendant.

19 3. The Court finds that the distribution of the Class Notice, as provided for in the  
20 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable  
21 under the circumstances to all Class Members and fully met the requirements of California law  
22 and due process under the California and United States Constitution. Based on evidence and  
23 other material submitted, the actual notice to the class was adequate.

24 4. The Court finds that the instant Action presented a good faith dispute of the claims  
25 alleged, and the Court finds in favor of settlement approval. Specifically, the claims on behalf of  
26 the Class Members included (a) failure to pay minimum wages, (b) failure to pay overtime wages,  
27 (c) failure to provide meal periods, (d) failure to provide rest periods, (e) failure to timely pay  
28 final wages pursuant to Labor Code §§ 201–203, (f) failure to provide accurate itemized wage

1 statements, (g) unfair and unlawful competition; and (h) civil penalties under the California  
2 Private Attorneys General Act of 2004 for the foregoing Labor Code claims.

3 5. Only three (3) Class Members requested exclusion from the Settlement, so the  
4 remaining 330 Class Members are entitled to payment pursuant to the Settlement and this  
5 Judgment.

6 6. The Court approves the Settlement, as set forth in the Settlement Agreement and  
7 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling  
8 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the  
9 Settlement Agreement.

10 7. The Settling Parties are to bear their own costs, except as otherwise provided in  
11 the Settlement Agreement.

12 8. For purposes of effectuating this Order and Judgment (including the Released  
13 Claims), this Court has certified the following class: "All current and former drivers employed  
14 by Defendant in the Harbor division and/or the Truckload division who were paid compensation  
15 on a piece-rate basis at any point since January 7, 2016, until April 28, 2021." The Court deems  
16 this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

17 10. With respect to the Settlement Class and for purposes of approving this Settlement,  
18 this Court finds and concludes as follows: (a) the Class Members are ascertainable and so  
19 numerous that joinder of all members is impracticable; (b) there are questions of law or fact  
20 common to the Settlement Class Members, and there is a well-defined community of interest  
21 among the Settlement Class Members with respect to the subject matter of the Action; (c) the  
22 claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class  
23 Representatives have fairly and adequately protected the interests of the Class Members; (e) a  
24 class action is superior to other available methods for an efficient adjudication of this controversy;  
25 and (f) the counsel of record for the Class Representatives, *i.e.*, Class Counsels, are qualified to  
26 serve as counsel for the Plaintiffs in their individual and representative capacity and for the  
27 Settlement Class.

1           11. By this Judgment, the Class Representatives shall release, relinquish, and  
2 discharge, and each of the Settlement Class Members shall be deemed to have, and by operation  
3 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all  
4 Released Claims, as defined in the Settlement Agreement.

5           12. Neither the Settlement Agreement nor the Settlement contained therein, nor any  
6 act performed or document executed pursuant to or in furtherance of the Settlement Agreement  
7 or the Settlement (i) is or may be deemed to be or may be used by the Plaintiff or Participating  
8 Class Members as an admission of, or evidence of, the validity of any of the Class Members'  
9 Released Claims, or of any wrongdoing or liability of Defendant or any of the other Released  
10 Parties; or (ii) is or may be deemed to be or may be used by any of the Plaintiffs or Participating  
11 Class Members as an admission of, or evidence of, any fault or omission of Defendant or any of  
12 the other Released Parties in any civil, criminal, or administrative proceeding in any court,  
13 administrative agency, or other tribunal. Defendant or any of the other Released Parties may file  
14 the Settlement Agreement and/or the Judgment from this Action in any other action that may be  
15 brought against it or them in order to support a defense or counterclaim based on principles of *res*  
16 *judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any  
17 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18           13. The "Settlement Amount" to be paid under the Settlement Agreement is \$800,000.  
19 From this amount, Class Counsel collectively sought an award of attorney's fees of \$266,666.66,  
20 litigation expenses of \$12,007.08, Service Awards for Class Representatives Randy L. Hoff and  
21 Keisar E. Kirk of \$10,000 each, \$6,100 to the Settlement Administrator, Simpluris, and \$15,000  
22 to the LWDA for PAGA penalties. Defendant does not oppose these requests. The Court finds  
23 that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth  
24 below from the Settlement Amount:

- 25           A)     \$266,666.66 to Class Counsels for attorneys' fees;  
26           B)     \$12,007.08 to Class Counsels for costs/expenses;  
27           C)     \$10,000 to each Class Representative as Service Award;  
28           D)     \$6,100 to the Settlement Administrator; and

1 E) \$15,000 to the LWDA;

2 F) After deducting the foregoing payments from the Settlement Amount, the  
3 remainder shall form the Net Settlement Amount payable to the Participating Class Members as  
4 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

5 14. The Settlement Administrator is directed to calculate the Class Member's  
6 Individual Settlement Amounts from the Net Settlement Amount and issue all payments within  
7 in accordance with the Settlement Agreement and the timeline set forth below:

|                                           |                                                                                                                                                                        |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8 August 19, 2021                         | The Effective Date occurs                                                                                                                                              |
| 9 September 2, 2021                       | Defendant to issue the Settlement Amount to the Settlement Administrator.                                                                                              |
| 10 September 16, 2021                     | Settlement Administrator to issue payments to the Participating Class Members, Class Representatives, Class Counsel, Plaintiffs, the LWDA and itself.                  |
| 11 March 15, 2022 (180 after the payment) | Deadline for Class Members to cash checks. Settlement Administrator shall issue the uncashed check fund to the designated State of California Unclaimed Property Fund. |
| 12 April 25, 2022                         | Class Counsel shall file a declaration from the Settlement Administrator setting forth the disbursements that were made.                                               |

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21 15. Concurrently with mailing the settlement checks to the Participating Class  
22 Members, the Settlement Administrator include a Notice of Entry of Judgment to all Class  
23 Members either on a postcard or as a detachable portion of the check for the Participating Class  
24 Members, noting the following: "Please be advised that on [date] the Superior Court of  
25 California for the County of Sacramento entered Judgment in the case entitled *Randy L. Hoff, et*  
26 *al. v. Dependable Highway Express, Inc.*, Case No. 34-2020-00272729-CU-OE-GDS, on behalf  
27 of all current and former drivers employed by Defendant in the Harbor division and/or the  
28 Truckload division who were paid compensation on a piece-rate basis at any point since January

1 7, 2016 until April 28, 2021.”

2 16. Participating Class Members shall have 180 days to negotiate the settlement  
3 check from the date of issuance by the Settlement Administrator. In the event that a Participating  
4 Class Member does not negotiate his/her check within this time period, the check will be  
5 canceled. The value of the unclaimed funds in the Settlement Administrator’s account as a result  
6 of a failure to timely cash a settlement check shall be handled by the Settlement Administrator  
7 and sent to the State’s Unclaimed Property Fund in the name of the Participating Class Member.

8 17. This document shall constitute a Judgment for purposes of California Rule of  
9 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the  
10 Class Representatives, the Class Members, and Defendant for the purposes of supervising the  
11 implementation, enforcement, construction, administration, and interpretation of the Settlement  
12 Agreement and this Judgment.

13 **IT IS SO ORDERED.**

14  
15 Dated: AUG 23 2021



JUDGE OF THE SUPERIOR COURT

SHAMA H. MESIWALA