

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Kristina Bui Carlson, Esq. [CSB No. 294924]
kristina@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DEVIN TEAGUE, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

HAPPY EXPRESS, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2203408
[Assigned to Dept S26, for all purposes]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT**

Complaint filed: February 14, 2022

The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims (the “Settlement Agreement”) came for hearing in Department S26 of the above-entitled court. The Final Approval Motion was unopposed by Defendants Happy Express, Inc., and Andrey Oganessian (collectively, “Defendants”). Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement

1 Agreement is approved. Due and adequate notice having been given to the Class, and the Court
2 having considered the Settlement Agreement, all papers filed, and proceedings had herein and all
3 oral and written comments received regarding the proposed settlement, and having reviewed the
4 record in this Litigation, and good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

6 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
7 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

8 2. The Court has jurisdiction over the subject matter over this Action, the Class
9 Representative, the Class Members, and Defendants.

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

15 4. The Court finds that the instant Action presented a good faith dispute of the
16 claims alleged, and the Court finds in favor of settlement approval.

17 5. The Released Class Claims on behalf of the Participating Class Members
18 included:

- 19 a. all claims stated in the operative Complaint and those based upon the
20 facts in the Complaint, including: (a) failure to pay minimum wages, (b)
21 failure to pay for rest and recovery periods, (c) failure to reimburse
22 business expenses, (d) failure to timely pay wages upon separation of
23 employment, (e) failure to provide accurate itemized wage statements, (f)
24 unfair and unlawful competition, and (g) all other claims that reasonably
25 could have arisen out of the allegations made and based on the facts
26 alleged in the Complaint.
27
28

1 6. The Released PAGA Claims on behalf of Plaintiff and the Aggrieved Employees
2 included:

- 3 a. All PAGA claims that Plaintiff alleged against the Released Parties, on
4 behalf of himself and the State of California, based on the facts stated in
5 the Complaint in the Action and in the LWDA notice letter, including all
6 PAGA claims seeking civil penalties premised upon: (a) willful
7 misclassification, (b) failure to pay minimum wages, (c) failure to pay for
8 rest and recovery periods, (d) failure to reimburse business expenses, (e)
9 failure to timely pay wages each period, (f) failure to timely pay wages
10 upon separation of employment, (g) failure to provide accurate itemized
11 wage statements, and (h) all other claims for civil penalties recoverable
12 under PAGA based on the facts or claims alleged in the Complaint.

13 7. There were no Objections and no Requests for Exclusion to the Settlement. Thus,
14 all Class Members are Participating Class Members who are entitled to payment pursuant to the
15 Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to a pro rata
16 share of PAGA Penalties.

17 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
18 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
19 Parties are directed to perform in accordance with the terms set forth in the Settlement
20 Agreement.

21 9. The Parties are to bear their own costs, except as otherwise provided in the
22 Settlement Agreement.

23 10. For purposes of effectuating this Order and Judgment, this Court has certified the
24 following class: “all current and former California resident truck drivers who performed services
25 for Defendants in California and who were classified as independent contractors at any time
26 during the Class Period of February 14, 2018, through January 30, 2023,” as defined in the
27 Settlement Agreement. The Court deems this definition sufficient for purposes of California
28 Rules of Court, rule 3.765(a).

1 11. With respect to the Settlement Class and for purposes of approving this
2 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
3 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
4 fact common to the Class Members, and there is a well-defined community of interest among the
5 Class Members with respect to the subject matter of the Action; (c) the claims of the Class
6 Representative are typical of the claims of the Class Members; (d) the Class Representative has
7 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
8 to other available methods for an efficient adjudication of this controversy; and (f) the counsel of
9 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the
10 Plaintiff in his individual and representative capacity and for the Settlement Class.

11 12. By this Judgment, the Class Representative shall release, relinquish, and
12 discharge, and each of the Participating Class Members shall be deemed to have, and by
13 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
14 discharged all Released Class Claims, as defined herein and in the Settlement Agreement.

15 13. For purposes of effectuating this Order and Judgment, the release of the Released
16 PAGA Claims, as defined in the Settlement Agreement, shall apply to all Aggrieved Employees
17 which consists of “all current and former California resident truck drivers who performed
18 services for Defendants in California and who were classified as independent contractors at any
19 time during the PAGA Period of February 14, 2021, through January 30, 2023.”

20 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
21 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
22 or the Settlement (i) is or may be deemed to be or may be used by the Plaintiff or Participating
23 Class Members as an admission of, or evidence of, the validity of any of the Class Claims, or of
24 any wrongdoing or liability of Defendants or any of the other Released Parties; or (ii) is or may
25 be deemed to be or may be used by Plaintiff or Participating Class Members as an admission of,
26 or evidence of, any fault or omission of Defendants or any of the other Released Parties in any
27 civil, criminal, or administrative proceeding in any court, administrative agency, or other
28 tribunal. Defendants or any of the other Released Parties may file the Settlement Agreement

1 and/or the Judgment from this Action in any other action that may be brought against it or them
2 in order to support a defense or counterclaim based on principles of *res judicata*, collateral
3 estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim
4 preclusion or issue preclusion or similar defense or counterclaim.

5 15. The Gross Settlement Amount to be paid under the Settlement Agreement is
6 \$200,000. From this amount, Class Counsel sought an award of attorney's fees of \$66,666.67,
7 litigation expenses of \$8,840.87, a Service Award of \$7,500 for the Class Representative Devin
8 Teague, \$6,000 to the Settlement Administrator, Phoenix Settlement Administrators, \$15,000 to
9 the LWDA for PAGA penalties and \$5,000 to the Aggrieved Employees for PAGA Penalties.
10 Defendants do not oppose these requests. The Court finds that the Settlement Amount is fair,
11 reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

- 12 A. \$66,666.67 to Class Counsel for attorneys' fees;
- 13 B. \$8,840.87 to Class Counsel for costs/expenses;
- 14 C. \$7,500 to Devin Teague as a Service Award;
- 15 D. \$6,000 to the Settlement Administrator, Phoenix Settlement
16 Administrators;
- 17 E. \$15,000 to the LWDA;
- 18 F. \$5,000 to the Aggrieved Employees on a pro rata basis;
- 19 G. After deducting the foregoing payments from the Settlement Amounts, the
20 remainder shall form the Net Settlement Amount payable to the
21 Participating Class Members as set forth in the Settlement Agreement and
22 as calculated by the Settlement Administrator.

23 16. Defendants Happy Express, Inc., and Andrey Oganessian are directed to fund the
24 Gross Settlement Amount, jointly and severally, pursuant to the payment plan set forth in the
25 Settlement Agreement and chart below. The Settlement Administrator is directed to calculate the
26 Participating Class Members' Individual Settlement Amounts from the Net Settlement Amount,
27 as well as the payments due to the Aggrieved Employees, and issue all payments within 10 days
28 of receipt of each payment in accordance with the Settlement Agreement. Concurrently with

mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check, noting the following: “Please be advised that on [DATE] the Superior Court of California for the County of San Bernardino entered Judgment in the case entitled *Teague v. Happy Express, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2203408, on behalf of all current and former California resident truck drivers who performed services for Defendants in California and who were classified as independent contractors at any time during the Class Period of February 14, 2018, through January 30, 2023.”

17. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate each settlement check from the date of issuance by the Settlement Administrator. In the event that a person does not negotiate his/her check within this time period, the check will be canceled, but can be requested to be reissued at any time up until 180 days after the issuance of the final (third) check. Once 180 days passes from the mailing of the third check, the value of the unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash a settlement check(s) shall be issued to the State Controller’s Office in the name of the Participating Class Members and/or Aggrieved Employees.

18. The following dates shall govern for purposes of this implementing this Order/Judgment:

September 19, 2023	Final Approval Order is entered and the Effective Date occurs
October 2, 2023	<u>Payment #1 Due:</u> Defendants, jointly and severally, are ordered to fund one-half (\$100,000) of the Gross Settlement Amount, which shall be distributed in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Settlement Administrator for 50% of the Court-awarded amounts.
October 12, 2023	Settlement Administrator is directed to disburse Payment #1 in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Settlement Administrator for 50% of the Court-awarded amounts.

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT

June 1, 2024	Payment #2 Due: Defendants, jointly and severally, are ordered to fund the final \$100,000 of the Gross Settlement Amount.
June 11, 2024	Settlement Administrator is directed to disburse Payment #2 in a manner that compensates Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Settlement Administrator for 50% of the Court-awarded amounts.
December 8, 2024	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks from Payment #2 after which any uncashed checks will be voided and forwarded to the State Controller, pursuant to the Settlement Agreement, this Order and applicable law.
January 8, 2025	Deadline to file Declaration by Settlement Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) the anticipated date payment will issued to the State Controller.
Date: _____, 2025 Time: _____ a.m.	OSC re: Disbursement Hearing

19. In the event that Defendants fail to timely make any payment outlined above within 5 calendar days of the due date, Class Counsel shall send a “Notice of default” to Defense Counsel. Defendants will then have seven (7) calendar days after issuance of the notice of default to cure and bring all payments up to the current required amount due. If Defendants fail to timely cure the late payment, all remaining balances shall immediately become due and payable.

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Participating Class Members, Aggrieved Employees, and Defendants

1 for the purposes of supervising the implementation, enforcement, construction, administration,
2 and interpretation of the Settlement Agreement and this Judgment.

3 IT IS SO ORDERED.

4
5 Dated: _____

6 _____
7 JUDGE OF THE SUPERIOR COURT
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28