

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiffs
DEON GENTRY and DEON GENTRY, JR.

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs
DEON GENTRY and DEON GENTRY, JR

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

DEON GENTRY and DEON GENTRY, JR.,
as individuals and on behalf of all others
similarly situated,

Plaintiffs,

vs.

PINNACLE DRIVEAWAY, INC., a
Wyoming corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2314325

*[Assigned for All Purposes to Hon. Christian
Towns, Dept. S-26]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVES' SERVICE AWARDS,
AND ATTORNEYS' FEES AND COSTS**

Date: May 12, 2025
Time: 8:30 a.m.
Dept.: S-26

1 This matter came on regularly for hearing before this Court on May 12, 2025, pursuant to
2 California Rule of Court 3.769 and this Court's January 10, 2025 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation
4 of Class Action and PAGA Settlement (herein "Settlement")¹ and the documents and evidence presented
5 in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks
6 of further prosecution and the substantial benefits to be received by the Settlement Class pursuant to the
7 Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
8 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause
9 appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action
10 Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All current and former drivers classified by Defendant Pinnacle Driveaway, Inc. as
15 independent contractors during the Class Period and: (i) who drove more than 50%
16 of their miles within California; and/or (ii) who did not drive a majority of miles in
any single state but were assigned to a California terminal.

17 2. The Class Period is June 23, 2019 through June 30, 2024.

18 3. Plaintiffs Deon Gentry and Deon Gentry, Jr. are hereby confirmed as Class
19 Representatives, and Scott M. Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of
20 Haines Law Group, APC are hereby confirmed as Class Counsel.

21 4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
22 manner of notice were approved by the Court on January 10, 2025, and the notice process has been
23 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
24 practicable under the circumstances. The Notice Packet (which consists of the Notice of Pendency of
25 Class Action and Proposed Settlement and Notice of Individual Settlement Award) provided due and
26 adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of

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28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to
them in the Settlement.

1 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
2 California Rule of Court 3.769, and due process.

3 5. The Court finds that no Settlement Class member objected to the Settlement, one class
4 member has opted out of the Settlement, and that the 99.65% participation rate in the Settlement supports
5 final approval. The one opt-out is John J. Marsh.

6 6. The Court hereby approves the settlement as set forth in the Settlement Agreement as
7 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
8 to its terms.

9 7. For purposes of settlement only, the Court finds that (a) the members of the Settlement
10 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
11 questions of law or fact common to the Settlement Class, and there is a well-defined community of
12 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)
13 the claims of the Class Representative are typical of the claims of the members of the Settlement Class;
14 (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class
15 members; (e) a class action is superior to other available methods for an efficient adjudication of this
16 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the
17 Settlement Class.

18 8. The Court finds that given the absence of objections to the Settlement, and objections
19 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

20 9. The Court orders that Defendant deposits the Gross Settlement Amount of \$375,000.00
21 with Phoenix Settlement Administrator, the Settlement Administrator, as provided for in the Settlement.
22 Specifically, the Gross Settlement Amount shall be deposited by Defendant into a qualified settlement
23 fund set up by the Settlement Administrator for the benefit of participating Settlement Class members
24 and PAGA Employees. Defendant agrees to deposit the Gross Settlement Amount with the Settlement
25 Administrator within thirty (30) calendar days after the “Effective Date” which is defined as the latter
26 of: (a) the Court's final approval of the settlement if no objections by or on behalf of Settlement Class
27 members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal
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1 has been filed or all appeals have been dismissed; or (c) the final resolution overruling any objection
2 and denying the basis of any appeal that has been filed.

3 10. Any funds payable to Settlement Class members whose checks were not cashed within
4 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under
5 the unclaimed property laws in the name of the Settlement Class member. Any uncashed funds from the
6 PAGA Amount shall be handled in the same manner.

7 11. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
8 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
9 in conformity with the terms of the Settlement.

10 12. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff Deon
11 Gentry is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that
12 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
13 payment in conformity with the terms of the Settlement.

14 13. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff Deon
15 Gentry, Jr. is appropriate for his risks undertaken and service to the Settlement Class. The Court finds
16 that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
17 payment in conformity with the terms of the Settlement.

18 14. The Court finds that attorneys' fees in the amount of \$125,000.00 and litigation costs of
19 \$10,651.75 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
20 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

21 15. The Court orders that the Settlement Administrator shall be paid \$8,000.00 from the
22 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
23 finds that sum appropriate.

24 16. The Court finds that the payment to the California Labor & Workforce Development
25 Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of Plaintiff's
26 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair,
27 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the
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1 LWDA in conformity with the terms of the Settlement. The Court finds that the payment in the amount
2 of \$5,000 to be distributed to the PAGA Employees that consist of all current and former drivers
3 classified by Defendant Pinnacle Driveaway, Inc. as independent contractors during the PAGA Period
4 (June 23, 2022 through June 30, 2024) and: (i) who drove more than 50% of their miles within
5 California; and/or (ii) who did not drive a majority of miles in any single state but were assigned to a
6 California terminal is fair, reasonable, and adequate, and orders the Settlement Administrator to
7 distribute this payment in conformity with the terms of the Settlement.

8 17. For purposes of calculating applicable taxes and withholdings, each Settlement Award
9 shall be allocated as follows: 20% as wages; and 80% as penalties and interest.

10 18. The Court finds and determines that upon Pinnacle Driveway, Inc. fully funding the
11 Gross Settlement Amount pursuant to the Settlement and this Order, all Settlement Class Members,
12 except John J. Marsh, who validly opted-out, will be bound by the Settlement, will have released the
13 Released Claims as set forth in the Settlement, and will be permanently barred from prosecuting against
14 Released Parties for any of the Released Claims pursuant to the Settlement.

15 19. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
16 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
17 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
18 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant. Additionally,
19 Defendant reserves the right to contest any issues relating to class certification and liability if the
20 Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to
21 comply with the law in any respect, or has any liability to anyone under the claims asserted in this action.

22 20. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
23 and the Judgment entered in connection with the Settlement.

24 21. The Settlement Administrator shall file a declaration regarding the disbursement of
25 Settlement funds on or before January 30, 2026.

1 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT. THE COURT HEREBY ENTERS THIS ORDER BASED UPON THE TERMS OF
3 THE SETTLEMENT.

4 **IT IS SO ORDERED.**

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6 Dated: _____, 2025

7 Honorable Christian Towns
8 Judge of the Superior Court
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