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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] FINAL JUDGMENT RE:
PLAINTIFF'S MOTION FOR APPROVAL
OF CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
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
2 to California Rule of Court 3.769 and this Court’s January 10, 2025 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Stipulation of Class Action and PAGA Settlement (“Preliminary Approval Order”).
5 Having considered the parties’ Stipulation of Class Action and PAGA Settlement (herein
6 “Settlement”)¹ and the documents and evidence presented in support thereof, and the
7 submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

8 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
9 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
10 of Class Action Settlement. The Settlement Class is defined as:

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

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

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

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

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

requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

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

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

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

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

appeals have been dismissed; or (c) the final resolution overruling any objection and denying the basis of any appeal that has been filed.

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

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

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

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

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

14. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement. The Court finds that the payment in the amount of \$5,000 to be distributed to the PAGA Employees that consist of all current and former drivers classified by Defendant Pinnacle Driveaway, Inc. as independent

1 contractors during the PAGA Period (June 23, 2022 through June 30, 2024) and: (i) who drove
2 more than 50% of their miles within California; and/or (ii) who did not drive a majority of miles
3 in any single state but were assigned to a California terminal is fair, reasonable, and adequate,
4 and orders the Settlement Administrator to distribute this payment in conformity with the terms
5 of the Settlement.

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

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

14 17. Upon the Effective Date of the Release, by virtue of this Judgment, Plaintiffs and
15 every member of the Settlement Class, except John J. Marsh, who validly opted-out, will fully
16 and forever completely release and discharge Defendant, and all of its past and present officers,
17 directors, shareholders, managers, employees, agents, principals, heirs, representatives,
18 accountants, auditors, consultants, and its respective successors and predecessors in interest,
19 subsidiaries, affiliates, parents and attorneys (collectively the “Released Parties”) from any and
20 all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest,
21 attorneys’ fees, costs, liabilities, expenses, and losses based on or arising from factual predicates
22 alleged, or reasonably could have been alleged, in the operative complaint in the Class Action
23 (which is the operative First Amended Complaint), or which could have been pled in the
24 operative First Amended Complaint, including, but not limited to: (a) any alleged failure to pay
25 all minimum wages due; (b) any alleged failure to timely pay wages at separation of employment;
26 (c) any alleged failure to provide compliant and accurate wage statements; (d) any alleged failure
27 to reimburse business expenses; (e) any alleged unlawful deductions from wages; (f) any right
28

1 or claim for unfair business practices in violation of California Business & Professions Code §
2 17200 *et seq.* based on the foregoing alleged claims; and (g) any right or claim for civil penalties
3 pursuant to the California Labor Code, the California Industrial Welfare Commission Wage
4 Orders, the California Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*)
5 based on the foregoing alleged claims, during the Class Period (collectively, the “Released
6 Claims”). The time period for the release of the Released Claims shall be the same time period
7 as the Class Period.

8 18. All PAGA Employees shall release and discharge, on behalf of themselves and
9 their respective former and present representatives, agents, attorneys, heirs, administrators,
10 successors, and assigns, the Released Parties from all individual and representative claims for
11 civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the
12 operative First Amended Complaint in the Class Action including, but not limited to: (a) any
13 alleged failure to pay all minimum wages due; (b) any alleged failure to timely pay wages at
14 separation of employment; (c) any alleged failure to provide compliant and accurate wage
15 statements; (d) any alleged failure to reimburse business expenses; (e) any alleged unlawful
16 deductions from wages; (f) any right or claim for unfair business practices in violation of
17 California Business & Professions Code § 17200 *et seq.* based on the foregoing alleged claims;
18 (g) any alleged failure to properly classify them as independent contractors; and (h) any right or
19 claim for civil penalties pursuant to the California Labor Code, the California Industrial Welfare
20 Commission Wage Orders, the California Private Attorneys General Act of 2004 (Cal. Lab. Code
21 § 2698, *et seq.*) based on the foregoing alleged claims, during the PAGA Period (collectively,
22 “PAGA Released Claims”). The time period for the release of the PAGA Released Claims shall
23 be the same time period as the PAGA Period.

24 19. Plaintiffs and their spouses, representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns generally, release and discharge Released Parties, in
26 exchange for consideration provided in this Agreement, from any and all causes of action,
27 claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys’ fees, costs,
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1 liabilities, expenses, and losses arising from or related to all facts, transactions, and occurrences
2 – known or unknown – as of the date they execute this Settlement Agreement, including, but not
3 limited to, all Released Class Claims, and Released PAGA Claims, as defined in Paragraphs 3.A
4 through D above (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or
5 actions to enforce this Settlement Agreement, or to any claims for vested benefits,
6 unemployment benefits, disability benefits, social security benefits, workers’ compensation
7 benefits that arose at any time, or to claims or actions based on occurrences after they execute
8 this Settlement Agreement. Plaintiffs acknowledge they may discover facts or law different from,
9 or in addition to, the facts or law that they now know or believe to be true but agrees, nonetheless,
10 that Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding such
11 different or additional facts, or their discovery thereof.

12 For purposes of Plaintiffs’ Release only, Plaintiffs expressly waive and relinquish the
13 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

14 **A general release does not extend to claims that the creditor or releasing party does**
15 **not know or suspect to exist in his or her favor at the time of executing the release,**
16 **and that if known by him or her would have materially affected his or her settlement**
17 **with the debtor or released party.**

18 20. The releases identified herein will only be effective upon the date that Defendant
19 fully funds the Gross Settlement Amount.

20 21. The Settlement is not an admission by Defendant nor is this Final Judgment a
21 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final
22 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out
23 the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing
24 on the part of Defendant.

25 22. This document shall constitute a final judgment pursuant to California Rule of
26 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
27 approval hearing, the court must make and enter judgment. The judgment must include a
28

1 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
2 judgment. The court may not enter an order dismissing the action at the same time as, or after,
3 entry of judgment.”

4 23. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
5 Order, and this Judgment.

6 **JUDGMENT IS SO ENTERED.**

7
8 Dated: _____, 2025

Honorable Christian Towns
Judge of the Superior Court