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themselves and all others similarly situated  
and aggrieved

**FILED**  
Superior Court of California  
County of Sacramento

**05/23/2025**

T. Shaddix, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SACRAMENTO**

DAMON HAYNES, an individual;  
DASHAWN DWAYNE LOVE, an individual;  
on behalf of themselves and all others  
similarly situated and aggrieved,

Plaintiffs,

v.

RICH DOSS, INC; and DOES 1 through 100,  
inclusive,

Defendant.

CASE NO.: 34-2022-00323987

[Assigned for all purposes to the Hon. Jill H.  
Talley in Dept. 23]

~~PROPOSED~~ **ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND REPRESENTATIVE  
ACTION SETTLEMENT AND  
CERTIFYING CLASS FOR  
SETTLEMENT PURPOSES ONLY**

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1 This Court, having considered the motion of plaintiffs Damon Haynes and Dashawn Dwayne  
2 Love (collectively, “Plaintiffs”) for Preliminary Approval of the Class Action and Representative  
3 Action Settlement and Provisional Class Certification for Settlement Purposes Only (“Motion for  
4 Preliminary Approval”), the Declarations of Vedang J. Patel, David D. Bibiyan, Plaintiffs, the  
5 Stipulation re: Class and Representative Action Settlement (the “Settlement,” “Settlement  
6 Agreement” or “Agreement”), the proposed Notice of Proposed Class Action Settlement and Date  
7 for Final Approval Hearing (“Class Notice”), and other documents submitted in support of the  
8 Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference  
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement  
12 Class Members” or “Class Members”) for the purpose of settlement only, collectively, the following  
13 groups: (1) the Driver Class; and (2) the Non-Driver Class as follows

14 a. The “Driver Class” means all current and former drivers who worked for Defendant  
15 in California during the period from May 3, 2020 through January 17, 2025 (“Driver  
16 Class Covered Period”)

17 b. The “Non-Driver Class” means all current and former non-driver employees who  
18 worked for Defendants in California during the period from July 21, 2018 through  
19 January 17, 2024 (“Non-Driver Class Covered Period”)

20 3. The Court preliminarily appoints the named Plaintiffs as Class Representative. The  
21 Court also preliminarily appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,  
22 P.C. as Class Counsel.

23 4. The Court preliminarily approves the proposed class settlement upon the terms and  
24 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the  
25 settlement appears to be within the range of reasonableness of settlement that could ultimately be  
26 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement  
27 amount is fair, adequate, and reasonable as to all potential class members when balanced against the  
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1 probable outcome of further litigation relating to liability and damages issues. It further appears that  
2 extensive and costly investigation and research has been conducted such that counsel for the parties  
3 at this time are reasonably able to evaluate their respective positions. It further appears to the Court  
4 that the settlement at this time will avoid substantial additional costs to all parties, as well as the  
5 delay and risks that would be presented by the further prosecution of the Action. It further appears  
6 that the settlement has been reached as the result of intensive, non-collusive, and arms-length  
7 negotiations utilizing an experienced third-party neutral.

8         5.         The Court approves, as to form and content, the Class Notice that has been submitted  
9 herewith.

10         6.         The Court directs the mailing of the Class Notice by first-class regular U.S. mail to  
11 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The  
12 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies  
13 with the requirements of law and appears to be the best notice practicable under the circumstances.

14         7.         The Court hereby preliminarily approves the definition and disposition of the Gross  
15 Settlement Amount of \$336,350.00 which is inclusive of: attorneys' fees of not more than thirty-  
16 five (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement  
17 Agreement, amounts to \$117,722.50, in addition to actual costs incurred of up to \$25,000.00; a  
18 service award to Plaintiffs in the amount of \$7,500.00 each, for a total of \$15,000.00 to Plaintiffs;  
19 costs of settlement administration of no more than \$5,750.00 and Private Attorneys' General Act of  
20 2004 ("PAGA") penalties in the amount of \$15,000.00, of which \$11,250.00 (75%) will be paid to  
21 the Labor and Workforce Development Agency ("LWDA") and \$3,750.00 (25%) to Aggrieved  
22 Employees.

23         8.         The "PAGA Members" means Class Members working for Defendant, during the  
24 period from January 3, 2022 through January 17, 2024 ("PAGA Period"), as non-exempt, hourly-  
25 paid employees in California.

26         9.         The Gross Settlement Amount expressly excludes Employer Taxes, which will be  
27 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

1        10.        Class Member’s “Workweek” shall mean any weeks that a Class Member was  
2 employed by the Defendant in a non-exempt, hourly position during the Driver Class Covered  
3 Period or Non-Driver Class Covered Period, as applicable, in California, based on hire dates, re-hire  
4 dates (as applicable), and termination dates (as applicable).

5        11.        The Settlement was negotiated based on Defendant’s representation that as of August  
6 19, 2023, all current and former drivers who worked for Defendant in California since May 3, 2020,  
7 and all current and former non-driver employees who worked for Defendant in California since July  
8 21, 2018, worked no more than 13,454 workweeks, in aggregate, as of August 19, 2023. In the event  
9 the number of workweeks during the entire Driver Covered Class Period and during the Non-Driver  
10 Covered Class Period (together “Combined Class Period”) increases by more than 10%, or 1,345  
11 workweeks, then the TSA shall be increased proportionally by the workweeks in excess of 14,799  
12 multiplied by the workweek value. The workweek value shall be calculated by dividing the TSA by  
13 13,454. The Parties agree that the workweek value amounts to \$25.00 per workweek (\$336,350 /  
14 13,454 workweeks). Thus, for example, should there be 15,000 workweeks in the Combined Class  
15 Period, then the TSA shall be increased by \$5,025.00 (15,000 workweeks – 14,799 workweeks x  
16 \$25/workweeks.)

17        12.        The Court deems, ILYM Group, Inc. (“Settlement Administrator”), and payment of  
18 administrative costs, not to exceed \$5,750.00 out of the Gross Settlement Amount for services to be  
19 rendered by ILYM Group, Inc. on behalf of the class.

20        13.        Within fourteen (14) calendar days after the Preliminary Approval Date, Defendant’s  
21 Counsel shall provide the Settlement Administrator with information with respect to each Class  
22 Member his or her: (1) name; (2) last known address(es) currently in Defendant’s possession,  
23 custody, or control; (3) last known telephone number(s) currently in Defendant’s possession,  
24 custody, or control; (4) last known Social Security number(s) in Defendant’s possession, custody,  
25 or control; and (5) the dates of employment (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or  
26 separation date(s)) (the “Class List”).

27        14.        The Settlement Administrator shall perform an address search using the United States  
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1 Postal Service National Change of Address (“NCOA”) database and update the addresses contained  
2 on the Class List with the newly-found addresses, if any.

3 15. Within seven (7) calendar days of receiving the Class List from Defendant, or soon  
4 thereafter, the Settlement Administrator shall mail the Class Notice in English and Spanish to the  
5 Settlement Class Members via first-class regular U.S. Mail using the most current mailing address  
6 information available.

7 16. “Response Deadline” the deadline for Settlement Class Members to mail any  
8 Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator, which  
9 is sixty (60) calendar days from the date that the Class Notice is first mailed in English and Spanish  
10 by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In such an instance,  
11 the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or sixty (60) calendar  
12 days from the date of the initial mailing, whichever is later, in which to postmark a Request for  
13 Exclusion, Workweek or PAGA Pay Period Dispute or Objection. The date of the postmark shall  
14 be the exclusive means for determining whether a Request for Exclusion, Objection, or Workweek  
15 or PAGA Pay Period Dispute was submitted by the Response Deadline.

16 17. Any Settlement Class Member may request exclusion from (i.e., “opt out” of) the  
17 Settlement by sending the Settlement Administrator a written request to be excluded from the  
18 Settlement (“Request for Exclusion”) by fax, email, or mail, postmarked on or before the Response  
19 Deadline. To be valid, a Request for Exclusion must identify the Action as Haynes, et al. v. Rich  
20 Doss, Inc., Case No. 34-2022-003987, and include: (1) the Class Member’s full name; (2) the last  
21 four digits of the Class Member’s Social Security number; (3) the Class Member’s address; (4) the  
22 Class Member’s email address or telephone number; (5) the Class Member’s signature; and (6) a  
23 simple statement that you do not want to participate in the Class Settlement.

24 18. Any Settlement Class Member who does not opt out of the Settlement by submitting  
25 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including  
26 those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court  
27 if Final Approval of the Settlement is granted.

1        19.        Each Settlement Class Member may dispute the number of Workweeks or Pay  
2 Periods attributed to him or her on his or her Class Notice (“Workweek/Pay Period Dispute”). The  
3 requirements to dispute any Workweeks or Pay Periods is covered in the Class Notice. Any such  
4 disputes must be mailed to the Settlement Administrator by the Settlement Class Member,  
5 postmarked on or before the Response Deadline.

6        20.        Only Participating Class Members may object to the Settlement. In order for any  
7 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do  
8 so by mailing a written objection to the Settlement Administrator at the address, fax number, or  
9 email address provided on the Class Notice no later than the Response Deadline. The Settlement  
10 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant’s  
11 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which Class  
12 Counsel shall file in support of Plaintiffs’ Motion for Final Approval. The Objection should set forth  
13 in writing: (1) the Objector’s full name; (2) the Objector’s address; (3) the Objector’s telephone  
14 number; (4) the last four digits of the Objector’s Social Security number; (5) the Objector’s  
15 signature; (6) the reason(s) for the Objection, along with whatever legal authority, if any, the  
16 Objector asserts in support of the Objection; and (7) a statement of whether the Objector plans to  
17 appear at the Final Approval Hearing.

18        21.        If a Class Member submits both an objection and a Request for Exclusion, the  
19 Request for Exclusion will control and the Objection will be overruled.

20        22.        All papers filed in support of final approval, including supporting documents for  
21 attorneys’ fees and costs, shall be filed by Elise A. Latta.

22        23.        A Final Fairness and Approval Hearing shall be held with the Court on  
23 \_\_\_\_\_ at 10:00 a.m./p.m. in Department 23 of the above-  
24 entitled Court to determine: (1) whether the proposed settlement is fair, reasonable and adequate,  
25 and should be finally approved by the Court; (2) the amount of attorneys’ fees and costs to be  
26 awarded to Class Counsel; (3) the amount of service award to the Class Representative; (4) the  
27 amount to be paid to the Settlement Administrator; and (5) the amount to be apportioned to PAGA  
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1 and/or paid to the LWDA and Aggrieved Employees.

2       24.       For any Class Member whose Individual Class Payment check or Individual PAGA  
3 Payment check is uncashed and cancelled after the void date, the administrator shall transmit the  
4 funds represented by such checks, plus any interest accrued thereon, to the California Controller's  
5 Unclaimed Property Fund in the name of the Class Member.

6  
7 **IT IS SO ORDERED.**

8  
9 Dated: 05/23/2025



*Jill Talley*  
\_\_\_\_\_  
Judge of the Superior Court  
Jill H. Talley, Judge