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on behalf of himself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LUIS ROBERT OLMOS, an individual, and
on behalf of all others similarly situated,

Plaintiff,

v.

DEPENDABLE HIGHWAY EXPRESS,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 23STCV23677

[Assigned for all purposes to the Hon.
David S. Cunningham III in Dept. 11]

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

1 This Court, having considered the motion of plaintiff Luis Robert Olmos (“Plaintiff”), for
2 Preliminary Approval of the Class Action and Representative Action Settlement and Provisional
3 Class Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the
4 Declarations of Megan R. Lazar, David D. Bibiyan, Luis Robert Olmos, and Anthony Rogers, the
5 Class and PAGA Settlement Agreement (the “Settlement,” “Settlement Agreement” or
6 “Agreement”), the proposed Notice of Proposed Class Action Settlement and Date for Final
7 Approval Hearing (“Class Notice”), and other documents submitted in support of the Motion for
8 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: all non-exempt, hourly-
13 paid employees who worked as warehouse workers and were directly hired by defendant
14 Dependable Highway Express, Inc (“Defendant”) to work for Defendant in California during the
15 period from September 29, 2019 through March 1, 2025 (“Class Period”). The Class expressly
16 excludes any and all other non-warehouse workers or employees placed to work for Defendant by
17 a staffing agency or a professional employer organization.

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

21 4. The Court preliminarily approves the proposed class settlement upon the terms and
22 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
23 settlement appears to be within the range of reasonableness of settlement that could ultimately be
24 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
25 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
26 probable outcome of further litigation relating to liability and damages issues. It further appears that
27 extensive and costly investigation and research has been conducted such that counsel for the parties

1 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
2 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
3 delay and risks that would be presented by the further prosecution of the Action. It further appears
4 that the settlement has been reached as the result of intensive, non-collusive, and arms-length
5 negotiations utilizing an experienced third-party neutral.

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

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

12 7. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$500,000.00 which is inclusive of: attorneys' fees of not more than one-third
14 (1/3) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement Agreement,
15 amounts to \$166,666.67, in addition to actual costs incurred of up to \$30,000.00; a service award to
16 Plaintiff of not more than \$7,500.00; costs of settlement administration of no more than \$5,000.00
17 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$25,000.00, of
18 which \$18,750.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA")
19 and \$6,250.00 (25%) to "Aggrieved Employees," defined as all non-exempt, hourly-paid employees
20 who worked as warehouse workers and were directly hired by Defendant to work for Defendant in
21 California during the period from September 29, 2022 through the end of the Class Period ("PAGA
22 Period"). Aggrieved Employees expressly excludes any and all other non-warehouse workers or
23 employees placed to work for Defendant by a staffing agency or a professional employer
24 organization.

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

27 9. "Workweek" means any week during which a Class Member worked for Defendant,

1 for at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
2 termination dates (as applicable).

3 10. Defendant represented that there were no more than 10,659 Workweeks during the
4 Class Period, as of August 3, 2024. The Parties agreed that in the event the number of Workweeks
5 during the Class Period increased by more than 10%, or 1,066 Workweeks, then, at Defendant's
6 option, either: (1) the Gross Settlement Amount shall be increased on a pro rata basis per Workweek
7 exceeding the 10% increase (for example, if the number of Workweeks increases by 11%, the Gross
8 Settlement Amount shall increase by 1%), or (2) the end date of the Class Period will be set at the
9 date at which the 10% threshold was reached. Defendant has chosen option (2) above and the end
10 date of the Class Period will be March 1, 2025 and the total Workweeks in the Class Period will be
11 11,695 which is under the cap amount of 11,725 Workweeks (10,659 + 1,066). No further changes
12 to the Class Period or the total Workweek count are anticipated. Defendant shall provide the Class
13 Data to the Settlement Administrator no later than 2 weeks following execution of this Agreement
14 to determine the total number of Workweeks during the Class Period.

15 11. The Court deems, ILYM Group, Inc. ("Settlement Administrator," "Administrator,"
16 or "ILYM"), and payment of administrative costs, not to exceed \$5,000.00 out of the Gross
17 Settlement Amount for services to be rendered by ILYM on behalf of the class.

18 12. Not later than 14 days after execution of this Settlement Agreement, Defendant will
19 simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel
20 spreadsheet. "Class Data" means Class Member identifying information in Defendant's custody,
21 possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last
22 known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
23 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

24 13. To protect Class Members' privacy rights, the Administrator must maintain the Class
25 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
26 and restrict access to the Class Data to Administrator's employees who need access to the Class
27 Data to effect and perform under this Agreement.

1 14. Using best efforts to perform as soon as possible, and in no event later than 14 days
2 after receiving the Class Data, the Administrator will send to all Class Members identified in the
3 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish
4 translation. The first page of the Class Notice shall prominently estimate the dollar amounts of any
5 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
6 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
7 Before mailing Class Notices, the Administrator shall update Class Member addresses using the
8 National Change of Address database.

9 15. Not later than 3 business days after the Administrator’s receipt of any Class Notice
10 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
11 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
12 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
13 most current address obtained.

14 16. “Response Deadline” means forty-five (45) days after the Administrator mails Notice
15 to Class Members and Aggrieved Employees, and shall be the last date on which Class Members
16 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
17 Settlement. Class Members to whom Notice Packets are resent after having been returned
18 undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response
19 Deadline has expired.

20 17. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
21 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
22 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
23 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
24 representative that reasonably communicates the Class Member’s election to be excluded from the
25 Settlement and includes the Class Member’s name, address and email address or telephone number.

26 18. Every Class Member who does not submit a timely and valid Request for Exclusion
27 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
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1 bound by all terms and conditions of the Settlement, including the Participating Class Members'
2 Releases, regardless whether the Participating Class Member actually receives the Class Notice or
3 objects to the Settlement. Every Class Member who submits a valid and timely Request for
4 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
5 or have the right to object to the class action components of the Settlement.

6 19. Each Class Member shall have 45 days after the Administrator mails the Class Notice
7 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
8 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
9 Class Notice.

10 20. Only Participating Class Members may object to the class action components of the
11 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
12 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
13 and/or Class Representative Service Payment. Non-Participating Class Members have no right to
14 object to any of the class action components of the Settlement.

15 21. Participating Class Members may send written objections to the Administrator by
16 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
17 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
18 Member who elects to send a written objection to the Administrator must do so not later than 45
19 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class
20 Members whose Class Notice was re-mailed).

21 22. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
22 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
23 Administrator no later than 14 days after the Effective Date.

24 23. For any Class Member whose Individual Class Payment check or Individual PAGA
25 Payment check is uncashed and cancelled after the void date (180 days), the Administrator shall
26 transmit the funds represented by such checks to the California State Controller's Office, Unclaimed
27 Property Division in the name of the Aggrieved Employee thereby leaving no unpaid residue
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1 pursuant to the requirements of Code of Civil Procedure section 384.

2 24. All papers filed in support of final approval, including supporting documents for
3 attorneys' fees and costs, shall be filed by February 22, 2027.

4 25. A Final Fairness and Approval Hearing shall be held with the Court on
5 March 29, 2027 at 10:00 a.m. in Department 11 of the above-entitled Court to determine: (1)
6 whether the proposed settlement is fair, reasonable and adequate, and should be finally approved by
7 the Court; (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount
8 of service award to the Class Representative; (4) the amount to be paid to the Settlement
9 Administrator; and (5) the amount to be apportioned to PAGA and/or paid to the LWDA and PAGA
10 Members.

11 **IT IS SO ORDERED.**

12 Dated: 08/04/2026



Judge of Superior Court
Honorable Bruce G. Iwasaki

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