

FILED
Superior Court of California
County of Los Angeles
08/04/2026

David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN THE COUNTY OF LOS ANGELES

DEE LAWRENCE, individually and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

DEPENDABLE HIGHWAY EXPRESS,
INC., a California Corporation; and DOES
1-100, inclusive,

Defendants.

Case No. 23STCV07501

Assigned for all purposes to:
Hon. David S. Cunningham
Dept. SSC-11

~~[PROPOSED]~~ **ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 4, 2026
Time 10:00 a.m.
Dept.: SSC-11

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for
2 Preliminary Approval of Class Action Settlement, and having heard argument on the Motion,
3 hereby finds and ORDERS as follows:

4 1. The Class Action and PAGA Settlement Agreement attached as Exhibit 1 to the
5 Supplemental Declaration of Nikki Trenner in support of Plaintiff's unopposed Motion for
6 Preliminary Approval of Class Action Settlement, filed on or about July 13, 2026 (the "Settlement
7 Agreement"), is within the range of possible recovery and, subject to further consideration at the
8 Final Approval Hearing described below, is preliminarily approved as fair, reasonable, and
9 adequate, and in the best interests of the Class Members. The Court, for purposes of this Order,
10 adopts all defined terms as set forth in the Settlement Agreement.

11 3 For purposes of settlement only, the Court provisionally and conditionally certifies
12 the class defined as all drivers who performed work in the Truckload, LTL, and Harbor divisions
13 for Dependable Highway Express, Inc. ("DHE" or "Defendant") in California at any point during
14 the Class Period of April 5, 2019 through December 6, 2024.

15 4. The Court finds the Settlement Class, consisting of approximately 1,143 members,
16 is so numerous that joinder of all members is impracticable, and that the Settlement Class is
17 ascertainable by reference to the business records of Defendant.

18 5. The Court finds further there are questions of law and fact common to the entire
19 Settlement Class, which common questions predominate over any individualized questions of law
20 or fact. These common questions include, without limitation: (1) whether DHE paid Settlement
21 Class Members for all hours worked and the correct rate, (2) whether DHE reimbursed Settlement
22 Class Members for reasonable and necessary business expenses; (3) whether DHE provided
23 Settlement Class Members with proper itemized wage statements, and (4) whether DHE timely
24 paid the Settlement Class Members all wages due on separation of employment.

25 6. The Court finds further the claims of named Plaintiff Dee Lawrence are typical of
26 the claims of the Settlement Class, and that she will fairly and adequately protect the interests of
27 the Settlement Class. Accordingly, the Court appoints Dee Lawrence as the Class Representative,
28 and appoints her counsel of record, Nikki Trenner, Zachary Crosner, and Jamie Serb, and Crosner

1 Legal, PC, as Class Counsel.

2 7. The Court finds further that certification of the Settlement Class is superior to other
3 available means for the fair and efficient adjudication of the controversy.

4 8. The Court finds further that, in the present case, the proposed method of providing
5 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
6 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
7 the proposed Settlement and provides the best notice possible under the circumstances. The Court
8 also finds the Notice of Class Action Settlement form is sufficient to inform the Settlement Class
9 Members of the terms of the Settlement and their rights thereunder, including the right to object to
10 the Settlement or any part thereof and the procedure for doing so, their right to exclude themselves
11 from the Settlement and the procedure for doing so, their right to obtain a portion of the Settlement
12 proceeds, and the date, time and location of the Final Approval Hearing. The proposed Notice of
13 Class Action Settlement (Exhibit A to the Settlement Agreement) and the procedure for providing
14 Notice set forth in the Settlement Agreement, are approved by the Court.

15 9. Under the terms of the Settlement Agreement, the Court approves the Parties'
16 selection of Apex Class Action, LLC as the Settlement Administrator. The Settlement
17 Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class
18 U.S. Mail as specified in the Settlement Agreement, and to otherwise carry out all other duties set
19 forth in the Settlement Agreement. The Parties are ordered to carry out and comply with all terms
20 of this Order and the Settlement Agreement, and particularly with respect to providing the
21 Settlement Administrator all information necessary to perform its duties under the Settlement
22 Agreement.

23 10. Any member of the Settlement Class who wishes to comment on or object to the
24 Settlement or any term thereof, including any proposed award of attorney's fees and costs to Class
25 Counsel or any proposed representative enhancement to the Class Representative, shall have forty-
26 five (45) days from the mailing of the Class Notice to submit his or her comments and/or objection
27 to the Settlement Administrator, as set forth in the Settlement Agreement and Class Notice.

28 11. Any member of the Settlement Class who wishes to exclude themselves from the

1 Settlement shall have forty-five (45) days from the mailing of the Class Notice to submit his or her
2 Request for Exclusion to the Settlement Administrator, as set forth in the Settlement Agreement
3 and Class Notice.

March 24, 2027

4 12. A Final Approval Hearing is hereby set for ~~December 1, 2026~~, at 10:00 a.m. in
5 Department SSC-11 of the Los Angeles County Superior Court, to consider any objections to the
6 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable and
7 given full and final approval by the Court, and to determine the amount of attorney's fees and costs
8 awarded to Class Counsel, the amount of any representative enhancement award to the Class
9 Representative, and to approve the fees and costs payable to the Settlement Administrator. All legal
10 memoranda, affidavits, declarations, or other evidence in support of the request for final approval,
11 the award of attorney's fees and costs to Class Counsel, the enhancement award to the Class
12 Representative, and the fees and costs of the Settlement Administrator, shall be filed no later than
13 sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right to continue
14 the Final Approval Hearing without further notice to the Settlement Class Members.

15 13. Provided he or she has not submitted a timely and valid Request for Exclusion, any
16 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
17 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

18 **IT IS SO ORDERED.**

19
20 Dated: 08/04/2026


Judge of the Superior Court

Honorable Bruce G. Iwasaki