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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 16 2023

BY Jessica Garcez
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11 Attorneys for Plaintiff ADRIAN HUTCHERSON A/K/A ADRIAN HUTERSON,
12 on behalf of himself and others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SAN BERNARDINO**

15
16 ADRIAN HUTCHERSON A/K/A ADRIAN
17 HUTERSON, on behalf of himself and others
similarly situated,

18 Plaintiff,

19 vs.

20 RYDER INTEGRATED LOGISTICS, INC.;
21 RYDER INTEGRATED LOGISTICS OF
CALIFORNIA CONTRACTORS, LLC;
22 RYDER INTEGRATED LOGISTICS OF
CALIFORNIA, LLC; RYDER SYSTEM, INC.;
23 CHARTWELL STAFFING SERVICES, INC.;
and DOES 1 to 100, inclusive,

24 Defendants.
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Case No.: CIVSB2024024

[Assigned for All Purposes to the Hon. Joseph
T. Ortiz, Dept. S-17]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND JUDGMENT
THEREON**

*[Filed concurrently with the Notice of Motion
and Motion for Approval of Private Attorneys
General Act Settlement; Declaration of Melissa
A. Huether in Support Thereof]*

Hearing Information:

Date: January 25, 2023
Time: 8:30 a.m.
Dept.: S-17

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND JUDGMENT THEREON**

1 The Court, having reviewed and considered Plaintiff Adrian Hutcherson a/k/a Adrian
2 Huterson's ("Plaintiff") Motion for Approval of the Private Attorneys General Act ("PAGA")
3 Settlement, the Settlement and Release entered into by and between Plaintiff and Defendants Ryder
4 Integrated Logistics, Inc. and Chartwell Staffing Services, Inc. ("Defendants") and all documents
5 submitted in support of the motion, HEREBY ORDERS AND ENTERS JUDGMENT AS
6 FOLLOWS:

7 1. All terms used herein shall have the same meaning as defined in the Settlement and
8 Release agreement (hereinafter "Settlement Agreement") attached to the Declaration of Melissa
9 Huether as **Exhibit 1**.

10 2. The Court hereby approves the terms set forth in the Settlement Agreement and finds
11 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties
12 to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
13 Agreement has been reached as a result of informed and non-collusive arm's-length negotiations.
14 The Court further finds that the Parties were able to reasonably evaluate their respective positions.
15 The Court also finds that settlement now will avoid additional and potentially substantial litigation
16 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
17 reviewed the monetary recovery being provided as part of the settlement and recognizes the
18 significant value accorded to the State of California and the Aggrieved Employees. The Court finds
19 that the Settlement Agreement meets all of the requirements for approval of a settlement under PAGA,
20 including the notice of the Settlement Agreement having been properly provided to the California
21 Labor and Workforce Development Agency ("LWDA"). The Court finds the LWDA has not objected
22 to, and is therefore deemed to have approved, the terms of the Settlement Agreement.

23 3. The Settlement Agreement is not an admission by Defendants or by any other of the
24 Releasees in any respect, nor is this Order a finding of the validity of any allegations or of any
25 wrongdoing by any Defendants or any of the other Releasees. Neither this Order, the Settlement
26 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
27 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
28 concession, or liability whatsoever by or against Defendants or any of the other Releasees.

1 4. The entire PAGA Fund (the remainder of the Gross Settlement Payment after
2 deducting Plaintiff's counsel's fees [\$156,750] and costs [\$9,380.40] and the costs of administration
3 [approximately \$15,100] from the \$475,000 Gross Settlement Payment) shall be allocated for
4 payment of civil penalties and shall be distributed 75% to the LWDA and 25% to the Aggrieved
5 Employees.

6 5. The 25% of the PAGA Fund for the Aggrieved Employees shall be distributed to the
7 Aggrieved Employees pro rata based on the number of Eligible Pay Periods of each Aggrieved
8 Employee for Defendants during the Covered Period. "Aggrieved Employees" means Plaintiff and:
9 (1) all non-exempt temporary workers who worked in California in Ryder Integrated Logistics, Inc.'s
10 facility located at 5461 Santa Ana St., Ontario, CA 91761 during the Covered Period; and (2) all non-
11 exempt warehouse employees directly employed by Ryder Integrated Logistics, Inc. in the State of
12 California during the Covered Period. The "Covered Period" refers to the period from August 10,
13 2019 to the date of this Order approving the Settlement.

14 6. Defendants shall pay the Aggrieved Employees pursuant to the procedure described
15 in the Settlement Agreement. Defendants shall have no further liability for costs, expenses, interest,
16 attorneys' fees, or for any other charge, expense, or liability except as provided for in the Settlement
17 Agreement.

18 7. The Court hereby confirms Lavi & Ebrahimian, LLP and the Law Office of Sahag
19 Majarian II as PAGA Counsel.

20 8. The Court hereby confirms Simpluris as the Settlement Administrator and confirms
21 that costs in the amount of approximately \$15,100 for administration of the settlement are reasonable.

22 9. The Court hereby awards attorneys' fees in the amount of 33 1/3% of the Settlement
23 Amount, which is \$156,750.00 in attorneys' fees and \$9,380.40 in attorneys' costs. The payment of
24 fees to Plaintiffs' Counsel shall be made in accordance with the terms of the Settlement.

25 10. The Court approves the Notice of Settlement attached as Exhibit A to the Settlement
26 Agreement.

27 11. Within thirty (30) calendar days after the Court enters the Order and Judgment,
28 Defendants will send a list of all Aggrieved Employees to the Settlement Administrator, containing

1 each Aggrieved Employee's: (1) full name; (2) last known home address; (3) total number of Eligible
2 Pay Periods; and (4) social security number.

3 12. Within fifteen (15) calendar days after the Effective Date, the Settlement
4 Administrator shall the Notice of Settlement to the Aggrieved Employees. Aggrieved Employees
5 may dispute their number of Eligible Pay Periods during the Covered Period by notifying the
6 Settlement Administrator of their dispute in writing, signed under penalty of perjury, and by providing
7 any evidence supporting their dispute within twenty (20) calendar days of the date of mailing of the
8 letter. The Settlement Administrator will notify Counsel for Defendants and PAGA Counsel of any
9 dispute raised by any Aggrieved Employee, or any claim by anyone purporting to be an Aggrieved
10 Employee, no later than two (2) business days after receiving notice of the dispute. In the case of a
11 dispute, Defendants' records shall be presumed accurate unless clear and compelling documentary
12 evidence is provided by the Aggrieved Employee to the Settlement Administrator that establishes that
13 a mistake was made by Defendants.

14 13. All Individual PAGA Payment settlement checks will remain valid and negotiable for
15 180 days from the date of their issuance. If there are uncashed checks following this period, the
16 uncashed funds shall escheat to the State of California Unclaimed Property Fund. The Settlement
17 Administrator shall pay the funds represented by such uncashed checks to the State of California
18 Unclaimed Property Fund, with an identification of the Aggrieved Employee to whom the funds
19 belong. In that event, the Aggrieved Employee nonetheless shall be bound to the terms of this
20 Settlement Agreement.

21 14. As of the Effective Date, each Aggrieved Employee (including Plaintiff on behalf of
22 himself, the State of California, and all Aggrieved Employees), individually and on behalf of all their
23 respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall
24 fully release and forever discharge the Releasees from any and all claims, causes of action, demands,
25 rights, liabilities, penalties, attorneys' fees, costs, damages, interest, restitution, and/or liability of any
26 kind under PAGA, whether known or unknown, that were or could have been asserted against any of
27 the Releasees in the Lawsuit and/or the PAGA Letters, including, but not limited to, claims for failure
28 to pay wages including, but not limited to, overtime wages and minimum wages, failure to provide

1 rest periods, unpaid compensation or premium pay arising out of missed, late, on-duty and/or short
2 rest periods, failure to pay wages at termination/resignation or during employment at designated
3 times, failure to provide complete and accurate itemized wage statements, failure to maintain
4 temperature at work in accordance with the law, and failure to provide suitable seating, including, but
5 not limited to, all PAGA claims under Labor Code Sections 200-204, 206, 208, 210, 218.5, 218.6,
6 221-224, 225.5, 226, 226.3, 226.7, 256, 510, 558, 1174, 1174.5, 1182.12, 1194, 1194.2-1194.5, 1197,
7 1197.1, 1198, 6720 and IWC Wage Order 9 or any other applicable Wage Order, and California Code
8 of Regulations, title 8, Section 3203, or under any common, local, state, or federal law. This release
9 shall extend to all such claims arising from or relating to any and all acts, events and omissions that
10 occurred and/or accrued during the Covered Period. "Releasees" means Ryder Integrated Logistics,
11 Inc., Ryder Integrated Logistics of California Contractors, LLC, Ryder Integrated Logistics of
12 California, LLC, Ryder System, Inc., and Chartwell Staffing Services, Inc., and each of their
13 respective present and former parents, subsidiaries, divisions, affiliates, acquired companies, and each
14 of their respective present and former officers, directors, employees, partners, shareholders, agents,
15 trustees, representatives, attorneys, insurers, predecessors, successors, assigns, affiliated companies
16 and entities, and any individual or entity that could be jointly liable with any of the foregoing.

17 15. The Aggrieved Employees are permanently barred and enjoined from prosecuting
18 against Defendants and the Releasees any of the claims released in the Settlement Agreement.

19 16. This Court shall retain jurisdiction with respect to all matters related to the
20 administration and consummation of the settlement, and any and all claims, asserted in, arising out
21 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
22 settlement and the determination of all controversies relating thereto.

23 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

24 1. Final judgment is hereby entered in this case in accordance with the terms of the
25 Settlement Agreement and this Order. This Judgment is intended to be a final disposition of this
26 action in its entirety and is immediately appealable.

27 2. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
28 by the Settlement Agreement and this Order.

1 3. Plaintiff's Counsel shall submit a copy of this Final Order and Judgment to the LWDA
2 within ten (10) days after entry of this Order and Judgment in accordance with California Labor Code
3 Section 2699(l)(3).
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5 Dated: _____
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2/16/23



Hon. Joseph T. Ortiz
San Bernardino County Superior Court Judge
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