

01/10/2024

Clad Flake, Executive Officer / Clerk of the Court

By:  Deputy
A. Hewitt

Jonathan M. Lebe (State Bar No. 284605)
Jon@lebelaw.com
Zachary T. Gershman (State Bar No. 328004)
Zachary@lebelaw.com
Ryan C. Ely (State Bar No. 349318)
Ryan@lebelaw.com
LEBE LAW, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 444-1973

Attorneys for Plaintiff Brian Thomas Ruff,
Individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

Brian Thomas Ruff, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

Wilson Logistics, Inc.; and Does 1 through 20,
inclusive,

Defendants.

Case No. 22CV008614

**[PROPOSED] ORDER FINALLY
APPROVING CLASS, COLLECTIVE,
AND REPRESENTATIVE ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

1 ~~[PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT

2 This matter came for hearing on December 13, 2023, upon the Motion for Final Approval of
3 the proposed settlement of this action on the terms set forth in the Joint Stipulation of Settlement and
4 Release of Claims (the “Settlement” or “Stipulation”), attached to the declaration of Jonathan M.
5 Lebe in Support of Final Approval of Class, Collective, and PAGA Action Settlement, incorporated
6 hereto as “**Exhibit A.**” Due and adequate notice having been given to the members of the Class, and
7 having considered the Settlement, all papers and proceedings held herein, and all oral and written
8 comments received regarding the proposed Settlement, and having reviewed the entire record in this
9 action, Case No. 22CV008614, entitled *Brian Thomas Ruff v. Wilson Logistics, Inc.* (the “Action”),
10 and good cause appearing, the Court finds that:

11 WHEREAS, Plaintiff Brian Thomas Ruff (“Plaintiff”) has alleged claims against Defendant
12 Wilson Logistics, Inc. (“Defendant”) on behalf of himself and on behalf of others similarly situated,
13 comprising: “All individuals who resided in California and signed an Independent Contractor Operating
14 Agreement (ICOA) with Defendant and performed transportation services for Defendant under the ICOA
15 during the Class Period.”

16 WHEREAS, Plaintiff asserts putative class and representative claims against Defendant for
17 (1) Failure to Pay Federal Minimum Wages; (2) Failure to Pay Federal Overtime Wages; (3) Failure
18 to Pay California Minimum Wages; (4) Failure To Pay California Overtime Wages; (5) Failure To
19 Provide Meal Periods; (6) Failure To Provide Rest Periods; (7) Failure to Pay Wages Upon
20 Separation of Employment and Within the Required Time; (8) Failure To Furnish Accurate Itemized
21 Wage Statements; (9) Failure To Reimburse All Business Expenses; (10) Unlawful Deduction of
22 Wages; (11) Violation of Business and Professions Code §§ 17200, *et seq.*; and (12) Enforcement of
23 Labor Code § 2698, *et seq.*, (“PAGA”).

24 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of law
25 alleged in this Action, and further denies any liability whatsoever to Plaintiff or the Class Members.

26 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant
27 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
28 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation.

1 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on or
2 about April 26, 2023, which provides for entry of judgment as to the claims asserted in the Action
3 against Defendant on the terms and conditions set forth in the Stipulation, subject to the approval of
4 this Court.

5 WHEREAS, this Court granted preliminary approval of the Parties' Settlement in this action
6 on August 23, 2023 (the "Preliminary Approval Order").

7 WHEREAS, notice to the Class Members was sent in accordance with the Stipulation and
8 Preliminary Approval Order.

9 NOW, therefore, the Court grants final approval of the settlement, and

10 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

11 1. All defined terms contained herein shall have the same meanings as set forth in the
12 Joint Stipulation of Settlement and Release of Claims ("Settlement").

13 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and the
14 Class.

15 3. The Court has determined that the Notice given to the Class fully and accurately
16 informed all persons in the Class of all material elements of the proposed Settlement – including the
17 plan of distribution of the Settlement funds, the application for an enhancement awards to the Class
18 Representatives, and the application for an award of attorneys' fees and costs to Class Counsel –
19 constituted the best notice practicable under the circumstances, and constituted valid, due, and
20 sufficient notice to all Class Members.

21 4. The Court hereby grants final approval of the Settlement and Stipulation as fair,
22 reasonable, and adequate in all respects to the Class Members and Orders the parties to consummate
23 the Settlement in accordance with the terms of the Stipulation.

24 5. The Class is defined as follows: "All individuals who resided in California and signed
25 an Independent Contractor Operating Agreement (ICOA) with Defendant and performed transportation
26 services for Defendant under the ICOA during the Class Period."

27 6. The Class Period is defined as the time period from June 26, 2017, to April 28, 2023.

28 7. The Fair Labor Standards Act ("FLSA") Collective is defined as follows: "All

1 individuals who resided in California and signed an ICOA with Defendant and performed transportation
2 services for Defendant under the ICOA during the Class Period who opt-in to the FLSA portion of the
3 Settlement.”

4 8. The Collective Period is defined as the time period from December 21, 2018, to April 28,
5 2023.

6 9. As previously held in the Court’s Preliminary Approval Order, the Court appoints as
7 Class Counsel Jonathan M. Lebe, Zachary T. Gershman, and Ryan C. Ely of Lebe Law, APLC,
8 located at 777 S. Alameda Street, Second Floor, Los Angeles, CA 90021.

9 10. The Court approves the payment of attorneys’ fees in the amount of \$375,000.00 to
10 Class Counsel, which shall be paid from and not in addition to the Total Class Action Settlement
11 Amount. Ten percent of these fees shall be kept in the administrator’s trust fund until
12 the completion of the distribution process and Court approval of a final accounting.

13 11. The Court approves the payment of attorneys’ costs in the amount of \$17,229.61 to
14 Class Counsel, which shall be paid from and not in addition to the Total Class Action Settlement
15 Amount.

16 12. The Court approves a payment in the amount of \$75,000.00 to the California Labor
17 & Workforce Development Agency, representing the State of California’s portion of civil penalties
18 under PAGA, which shall be paid from and not in addition to the Total Class Action Settlement
19 Amount.

20 13. The Court approves the payment of reasonable claims administration costs to the
21 Settlement Administrator, Phoenix Settlement Administrators, in the amount of \$7,000.00, which
22 shall be paid from and not in addition to the Total Class Action Settlement Amount.

23 14. The Court approves an enhancement award to Plaintiff and class representative Brian
24 Thomas Ruff in the amount of \$15,000.00, which shall be paid from and not in addition to the Total
25 Class Action Settlement Amount.

26 15. The Court hereby enters final judgment in this Action in accordance with the terms
27 of the Stipulation; the Preliminary Approval Order filed on August 25, 2023; and this Order, thereby
28 resolving the Action in its entirety. Without affecting the finality of this Final Order and Judgment,

1 the Court reserves exclusive and continuing jurisdiction over the Action; Plaintiff Brian Thomas
2 Ruff; the Class; and Defendants for the purposes of: **(a)** supervising the implementation,
3 enforcement, construction, and interpretation of the Stipulation, the Preliminary Approval Order, the
4 distribution of the Total Class Action Settlement Amount, and the Final Order and Judgment; and
5 **(b)** hearing and determining the application by Class Counsel for an award of attorneys' fees, costs,
6 and expenses, which hearing shall take place concurrently with the hearing for this Final Order and
7 Judgment; and **(c)** consistent with Code of Civil Procedure Section 384, the Court shall set a
8 Compliance Hearing Date for October 11, 2024, and at least five days before this date the Parties
9 will file a joint report regarding the status of the disbursement of the settlement, the value of the
10 checks not cashed by Class Members, and a proposed amended judgment such that the Court may
11 amend this judgment and allow for the value of the uncashed checks to be donated to Bet Tzedek, a
12 legal aid organization.

13 16. Neither Defendant nor any related persons or entities shall have any further liability
14 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
15 provided for by the Stipulation.

16 17. The Parties will bear their own costs and attorneys' fees except as otherwise provided
17 herein.

18 18. Upon entry of this Final Order and Judgment, and by operation of this Final Order
19 and Judgment, the claims in this Action of each Class Member against Defendants, and against any
20 and all of the Released Parties (as defined in the Stipulation), are fully, finally, and forever released,
21 relinquished, and discharged pursuant to the terms of the Stipulation.

22 19. By operation of this Final Order and Judgment, all members of the Class are hereby
23 forever barred and enjoined from prosecuting the Released Class Claims and any claims covered by
24 the limited general release against any of the Released Parties (as defined in the Stipulation).

25 20. By operation of this Final Order and Judgment, the Class Representative is hereby
26 forever barred and enjoined from prosecuting the Released Class Claims and any claims covered by
27 the general release against any of the Released Parties (as defined in the Stipulation).

28 21. Each member of the Class is bound by this Final Order and Judgment, including,

without limitation, the release of claims as set forth in the Stipulation.

22. This Final Order and Judgment and the Stipulation, and all papers related thereto, are not, and shall not be construed to be, an admission by Defendant of any liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or in any other proceeding.

23. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, then this Final Order and Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated, and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and each party shall retain his, her, or its rights to proceed with litigation of the Action.

24. A Compliance hearing re: disbursement is scheduled for June 14, 2024. Seven (7) days prior to this hearing, Plaintiff will file a declaration regarding the status of disbursement.

25. The Court finds that there is no just reason for delay of entry of this Final Order and Judgment and hereby directs its entry.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 01/10/2024



Hon. Tara Desautels
Judge of the Alameda County Superior Court
Tara Desautels / Judge