

JAMES HAWKINS APLC

James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com

FALAKASSA LAW, P.C.

Joshua S. Falakassa, Esq. (Bar No. 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq. (Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

Attorneys for Plaintiffs and the Putative Classes

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

QUINCY GRIFFIN PERKINS, JOSE
JOHNSON, IGNACIO PARKS, AND
TIWAN JOHNSON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

HADCO METAL TRADING SANTA
FE SPRINGS CA dba RYDER
INTEGRATED LOGISTICS INC.: and
DOES 1-50, inclusive,

Defendants.

Lead Case No. 3:23-cv-00502-WHO
[Consolidated for all purposes with
Case No. 3:23-cv-01694-WHO &
Case No. 4:22-cv-07456-JST]

[Assigned to the Honorable William
H. Orrick]

FRCP RULE 23 CLASS ACTION

**[PROPOSED] ORDER
GRANTING PLAINTIFFS'
MOTION FOR FINAL
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
ENTERING JUDGMENT**

Date: December 10, 2024

Time: 10:00 a.m.

1 This matter came on for hearing on December 10, 2024 at 10:00 a.m. in
2 Courtroom 2 of the above-captioned Court on Plaintiffs Quincy Griffin Perkins',
3 Jose Johnson's, Ignacio Parks', and Tiwan Johnson's (collectively, "Plaintiffs")
4 Motion for Final Approval of Class Action and PAGA Settlement, Attorneys'
5 Fees, Enhancement Award, Costs, and Judgment. For purposes of this Order and
6 Judgment, the Court refers to all defined terms (i.e. terms with initial
7 capitalization) as set forth in the Class Action and PAGA Settlement Agreement
8 ("Settlement Agreement") and the amendments thereto. Having received and
9 considered the Settlement Agreement and the amendments thereto, the
10 supporting papers filed by the Parties, and the evidence and argument received
11 by the Court in conjunction with the Motion for Preliminary Approval of Class
12 Action Settlement, and the instant Plaintiffs' Unopposed Motion for Final
13 Approval and Entering of Final Judgment, the Court grants final approval of the
14 Settlement and IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

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16 1. For the reasons set forth in the Preliminary Approval Order Dkt. # 66,
17 which are adopted and incorporated herein by reference, this Court finds that the
18 applicable requirements of the Federal Rules of Civil Procedure, Rule 23 have been
19 satisfied with respect to the Class and the proposed Settlement. The Court hereby
20 makes final its earlier provisional certification of the Class, as set forth in the
21 Preliminary Approval Order.

22 2. This Order and Judgment Granting Final Approval of Class Action and
23 PAGA Settlement hereby adopts and incorporates by reference the terms and
24 conditions of the parties' settlement agreement, together with the definitions of
25 terms used and contained therein.

26 3. The Court finds that it has jurisdiction over the subject matter of the
27 class action and Lawsuit and over all parties to the Lawsuit, including all
28 Participating Class Members and PAGA Employees.

1 4. The Notice of Class and PAGA Settlement (“Notice”) given to the
2 Class Members and PAGA Employees fully and accurately informed the Class
3 Members and PAGA Employees of all material elements of the proposed
4 Settlement and of their opportunity to object to or comment thereon or exclude
5 themselves from the Settlement; was the best notice practicable under the
6 circumstances; was valid, due, and sufficient notice to all Class Members; and
7 complied fully with the laws of the State of California, the United States
8 Constitution, due process, and other applicable law. The Notice fairly and
9 adequately described the Settlement, including the right to dispute their
10 workweeks, and provided Class Members and PAGA Employees adequate
11 instructions and a variety of means to obtain additional information. The Court
12 further finds that it was due and sufficient notice of the Settlement and the Fairness
13 Hearing to all persons affected by and/or entitled to participate in the Settlement
14 or the Fairness Hearing, in full compliance with the requirements of due process
15 and Federal Rule of Civil Procedure 23(c)(2)(B), (e)(1), and (h)(1). Accordingly,
16 the Court determines that all Participating Class Members and PAGA Employees
17 are bound by this Order and Judgment.
18

19 5. The Court finds that two (2) members of the Class requested to Opt
20 Out of the Settlement and there were zero (0) Objections received.

21 6. The Court has considered all relevant factors for determining the
22 fairness of the Settlement and has concluded that all such factors weigh in favor of
23 granting Final Approval. In particular, the Court finds that the Settlement was
24 reached following meaningful discovery and investigation conducted by
25 Class/PAGA Counsel; that the Settlement is the result of serious, informed,
26 adversarial, and arm’s-length negotiations between the Parties; and that the terms
27 of the Settlement are in all respects fair, adequate, and reasonable. In so finding,
28 the Court has considered all of the evidence presented, including evidence

1 regarding the strength of the Plaintiffs' case; the risk, expense, and complexity of
2 the claims presented; the likely duration of further litigation; the amount offered
3 in Settlement; the extent of investigation and discovery completed; and the
4 experience and views of Class/PAGA Counsel. Accordingly, the Court hereby
5 approves the Settlement as set forth in the Settlement Agreement and amendments
6 thereto and expressly finds that said Settlement is, in all respects, fair, reasonable,
7 adequate, and in the best interests of the Class and hereby directs implementation
8 of all remaining terms, conditions, and provisions of the Settlement Agreement.

9 7. The Court hereby approves the following to be deducted from the
10 Gross Settlement Amount (or "GSA") and paid. Attorney's fees are to be deducted
11 from the GSA and paid to Class Counsel in the amount of \$983,333.33 and
12 litigation costs in the amount of \$37,491.38, as compensation for all attorney time
13 spent on this matter from inception through and including the Final Approval
14 Hearing and all other work related to this case and all costs, as these requests are
15 fair and reasonable. Costs to the Settlement Administrator, ILYM Group Inc.,
16 shall be paid from the GSA in the amount of \$63,750.00 are hereby approved as
17 fair and reasonable. No other costs or fees relief shall be awarded, either against
18 Defendant or any other of the Released Parties, as defined in the Settlement
19 Agreement.
20

21 8. The Court hereby approves the Class Representative Enhancement
22 Award of \$15,000.00 to each named Plaintiff totaling \$60,000.00, which shall be
23 paid from the GSA. Plaintiffs' Class Representative Enhancement Payment is
24 approved as a service award to Plaintiffs for serving as the class representatives
25 and in consideration and exchange for Plaintiffs' Complete and General Release
26 of all claims as explained in the Settlement. Based on the contributions to the
27 Class, risks incurred, stigma, change of policies, execution of a general release and
28 all other factors presented to the Court, the Court finds this request fair and

1 reasonable.

2 9. The Court hereby approves payment from the GSA of a PAGA Award
3 of \$60,000.00, with \$45,000.00 payable to the Labor Workforce Development
4 Agency ("LWDA"), as this request is fair and reasonable and the remainder of
5 \$15,000.00 deducted from the GSA to be paid to the Class Members as stated in
6 the Settlement. The Court approves the Settlement pursuant to the PAGA,
7 including Labor Code section 2699(l) (2).

8 10. Entry of this Final Judgment shall constitute a full and complete bar
9 against Plaintiffs and the Participating Class Members and PAGA Employees
10 (whether individuals, cumulatively or in any combination or in any manner) and
11 in favor of the Released Parties (as defined in the Settlement) from bringing any
12 Class Released Claims and PAGA Released Claims against Defendants and
13 Released Parties (as defined in the Settlement) (whether individually, cumulatively
14 or in any combination or in any manner), and shall constitute res judicata and
15 collateral estoppel with respect to the Class Released Claims, except to those who
16 timely and properly opted out of the Settlement pursuant to the terms of the
17 Settlement Agreement, and the PAGA Released Claims.

18 11. By operation of the entry of this Final Order and Judgment, as of the
19 Effective Date, the Parties and Class Members, except those who excluded
20 themselves from the Settlement, are ordered to perform their respective duties and
21 obligations under the Settlement.

22 12. If the Settlement is successfully challenged and, as a result, does not
23 become final and effective in accord with the terms of the Settlement, then this
24 Final Order and Judgment shall be rendered null and void and shall be vacated and,
25 in such event, all orders entered, including but not limited to all releases delivered
26 in connection herewith, shall be null and void.

27 13. The Court orders Plaintiffs to submit a copy of this judgment to the
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1 Labor and Workforce Development Agency (LWDA) within 10 days after
2 judgment has been entered by the Court in accordance with Labor Code Section
3 2699(l)(3).

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5 **IT IS SO ORDERED.**

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7 Date _____, 2024

8 Hon. William H. Orrick
9 United States District Judge
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