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UNITED STATES DISTRICT OF CALIFORNIA

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]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: May 29, 2024
Time: 02:00 p.m.

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12 Attorneys for Defendants
13 Ryder Integrated Logistics, Inc. (erroneously sued herein as
14 Hadco Metal Trading Santa Fe Springs CA dba
15 Ryder Integrated Logistics Inc.) and
16 Ryder Transportation Solutions, LLC
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1 Before the Court is Plaintiffs Quincy Griffin Perkins, Jose Johnson, Ignacio
2 Parks, and Tiwan Johnson's ("Plaintiffs") Unopposed Motion for Preliminary Approval
3 of Class Action and PAGA Settlement ("Motion"). Plaintiffs and Defendants Ryder
4 Integrated Logistics, Inc. and Ryder Transportation Solutions, LLC's ("Defendants")
5 are collectively referred to herein as the "Parties."

6 The Parties have agreed to a settlement upon the terms and conditions set forth
7 in the Class Action and PAGA Settlement Agreement ("Agreement").¹ If the settlement
8 receives final approval, then there would be full and final resolution of this action
9 pursuant to the terms of the Agreement.

10 Having reviewed Plaintiffs' Motion and all papers submitted in support thereof,
11 including the Agreement and the Exhibits thereto, the Declaration of Gregory Mauro
12 and the Exhibits thereto, the Declaration of the Settlement Administrator, and good
13 cause appearing, IT IS HEREBY ORDERED THAT:

14 1. The Court hereby GRANTS preliminary approval of the class action and
15 representative action settlement upon the terms and conditions set forth in the
16 Agreement. The Court preliminary finds that the terms of the settlement are fair,
17 reasonable, and adequate, subject to further consideration at the Final Fairness and
18 Approval Hearing described below.

19 2. For purposes of this Preliminary Approval Order ("Order"), the Court
20 hereby adopts and incorporates all definitions set forth in the Agreement.

21 3. The Court preliminary finds that the settlement is the product of informed,
22 non-collusive negotiations conducted at arms' length by the Parties. The Court has
23 considered the alleged merit of Plaintiffs' claims, Defendants' potential liability and
24 defenses, the allocation of settlement proceeds among the Participating Class Members
25 and PAGA Employees, and the fact that the settlement represents a compromise of the
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27 ¹ Capitalized terms herein shall have the same definitions as in the Agreement and those definitions
28 are incorporated herein by reference.

1 Parties' respective positions.

2 4. Solely for the purpose of settlement in accordance with the Agreement, the
3 Court finds that the requirements of Rule 23 of the Federal Rules of Civil Procedure
4 and other laws applicable to preliminary settlement approval of class actions have been
5 satisfied, and the Court hereby certifies, for settlement purposes only, the following
6 class (collectively, the "Class"):

7 **Class:** All current and former hourly-paid or non-exempt employees of
8 Ryder Transportation Solutions, LLC and/or Ryder Integrated Logistics,
9 Inc. employed in California at any time between October 17, 2018 and
January 24, 2024.

10 5. Pursuant to the Agreement, and for settlement purposes only, the Court
11 further finds that:

- 12 a. The Class is so numerous that joinder of all members is impracticable;
- 13 b. There are questions of law or fact common to the Class, which predominate
14 over the questions affecting only individual members;
- 15 c. Plaintiffs Quincy Griffin Perkins, Jose Johnson, Ignacio Parks, and Tiwan
16 Johnson will fairly and adequately protect the interests of the Class and
17 are, therefore, appointed as the representatives of the Class ("Class
18 Representatives");
- 19 d. The claims of the Class Representatives are typical of the claims of the
20 Class;
- 21 e. Class/PAGA Counsel – *i.e.*, James Hawkins APLC, Falakassa Law, P.C.,
22 and Bokhour Law Group, P.C. – will fairly and adequately protect the
23 interests of the Class, are qualified to represent the Class, and are,
24 therefore, appointed as attorneys for the Class for purposes of settlement;
25 and
- 26 f. Certification of the Class is superior to other available methods for fair and
27 efficient adjudication of the controversy.

1 6. The PAGA Employees are defined as: “All current and former hourly-paid
2 or non-exempt employees of Ryder Transportation Solutions, LLC and/or Ryder
3 Integrated Logistics, Inc. employed in California at any time between October 14, 2021
4 and January 24, 2024.”

5 7. ILYM Group, Inc. is hereby appointed to serve as the Settlement
6 Administrator. The Settlement Administrator will administer the applicable provisions
7 of the Agreement, including but not limited to: (i) translating the Notice of Class and
8 PAGA Settlement into Spanish; (ii) printing, mailing, and re-mailing (if necessary), in
9 both English and Spanish, the Notice of Class and PAGA Settlement, and receiving Opt
10 Outs and Objections from Class Members; (iii) preparing and submitting to
11 Participating Class Members and PAGA Employees and government entities all
12 appropriate tax filings and forms; (iv) computing the amount of and distributing
13 Individual Settlement Payments, PAGA Payment Shares, Class Representative
14 Enhancement Awards, and Class/PAGA Counsel attorneys’ fees and costs; (v)
15 processing and validating Proof of Work forms, Opt Outs, and Objections; (vi)
16 establishing a qualified settlement fund, as defined by the Internal Revenue Code; and
17 (vii) sending appropriate notices pursuant to the Class Action Fairness Act, 28 U.S.C.
18 § 1715.

19 8. Pursuant to the terms of the Agreement, Defendants are hereby directed to
20 prepare and provide the Class Data to the Settlement Administrator within thirty (30)
21 days of entry of this Order.

22 9. Pursuant to the terms of the Agreement, ILYM Group, Inc. is hereby
23 directed to mail the Notice of Class and PAGA Settlement to all Class Members and
24 PAGA Employees via first-class regular U.S. Mail within forty-five (45) days of entry
25 of this Order.

26 10. Pursuant to the terms of the Agreement and the notice requirements
27 articulated in Labor Code Section 2699(l)(2), Plaintiffs submitted the proposed
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1 settlement to the Labor and Workforce Development Agency (LWDA) at the time this
2 Motion was submitted to this Court for approval.

3 11. The Settlement Administrator has already sent notice pursuant to the Class
4 Action Fairness Act, 28 U.S.C. § 1715.

5 12. The Court approves as to form and content the Notice of Class and PAGA
6 Settlement (“Notice”) attached as Exhibit 1 to the Agreement. The Court finds that the
7 distribution of the Notice in the manner set forth in this Order and the Agreement is the
8 best notice practicable under the circumstances, and constitutes valid, due, and
9 sufficient notice to all members of the Class and the PAGA Employees, complying fully
10 with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United
11 States Constitution, and any other applicable law, and shall constitute due and sufficient
12 notice to all Class Members and PAGA Employees entitled thereto.

13 13. Any Class Members may request to be excluded from the Class and the
14 Class Released Claims by submitting a written Opt Out in accordance with Paragraph
15 74 in the Agreement. Any such request to Opt Out will be timely only if postmarked
16 no later than the Response Deadline, which is forty-five (45) days after the Notice is
17 initially mailed to the Class Members. Any Class Member who submits a completed,
18 signed and timely written Opt Out shall not be a member of the settlement class, shall
19 be barred from participating in this settlement, shall be barred from objecting to this
20 settlement, and shall receive no benefit from this settlement, except that Class Members
21 who are in the group of PAGA Employees will still receive their PAGA Payment Share
22 and will release the PAGA Released Claims. Class Members shall be bound by this
23 Agreement and shall release all Class Released Claims and PAGA Released Claims
24 unless they submit a completed, signed, and timely Opt Out.

25 14. Because this settlement resolves claims and actions brought pursuant to
26 PAGA by Plaintiffs acting as a proxy and as Private Attorneys General of, and for, the
27 State of California and the LWDA, no PAGA Employee has the right to exclude himself
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1 or herself or Opt Out from the release of the PAGA Released Claims. The PAGA
2 Released Claims were properly noticed to the LWDA pursuant to Section 2698, et seq.,
3 and, therefore, are properly released in the Settlement. PAGA Employees will be bound
4 by the release of the PAGA Released Claims upon the approval of the Agreement by
5 the Court at the Final Fairness and Approval Hearing, regardless of whether he or she
6 requested exclusion by submitting an Opt Out as a Class Member, and regardless of
7 whether he or she cashes a payment from the PAGA Fund. No PAGA Employee has
8 the right to object to the terms of the settlement in his or her capacity as a PAGA
9 Employee.

10 15. Any Class Member wishing to object to this settlement shall inform the
11 Court, Class/PAGA Counsel, and Defense Counsel in writing of his or her intent to
12 object by following the procedure set forth in the Notice and prescribed by Paragraphs
13 79–82 of the Agreement. Any Class Member who intends to object to the Agreement
14 must submit his or her objection to the Settlement Administrator with a postmark on or
15 before the Response Deadline.

16 16. Any Class Member who has submitted such written objections may, but is
17 not required to, appear himself or herself, or through counsel, at the Final Fairness and
18 Approval Hearing and object to the approval of the settlement or the award of attorneys'
19 fees and reimbursement of costs to counsel. The Parties may file any response to the
20 objections submitted by objecting Class Members, if any, at least seven (7) days before
21 the Final Fairness and Approval Hearing.

22 17. Any Class Member who does not make his or her objection(s) in the
23 manner so provided herein and in the Notice shall be deemed to have waived such
24 objection(s) and shall forever be foreclosed from making any objection(s) to the fairness
25 or adequacy of the proposed settlement as incorporated in the Agreement, making
26 objection(s) to the award of attorneys' fees and reimbursement of expenses to counsel,
27 and the right to appeal any orders that are entered relating thereto.

1 18. The Final Fairness and Approval Hearing shall be held on
2 _____, 2024 at _____ a.m./p.m., before the Honorable William H.
3 Orrick, of the United States District Court for the Northern District of California,
4 located at 450 Golden Gate Avenue, San Francisco, CA 94102, via Zoom Video
5 Conference. At that time, the Court shall determine: (a) whether the proposed
6 settlement of the Civil Action on the terms and conditions provided for in the
7 Agreement is fair, just, reasonable, and adequate and should be finally approved; (b)
8 whether judgment as provided in the Agreement should be entered herein; (c) whether
9 to approve Class/PAGA Counsel's application for an award of attorneys' fees and costs,
10 and any Class Representative Enhancement Awards to Plaintiffs; and (d) to hear any
11 timely objections to the settlement.

12 19. The Court reserves the right to adjourn the date of the Final Fairness and
13 Approval Hearing and any adjournment thereof without further notice to the Class
14 Members or the PAGA Employees, and retains jurisdiction to consider all further
15 applications arising out of or connected with the settlement. The Court may approve the
16 settlement, with such modifications as may be agreed to by the Parties to the settlement,
17 if appropriate, without further notice to the Class Members or the PAGA Employees.

18 20. All proceedings in this matter except those contemplated herein and in the
19 Agreement are stayed and suspended until further order of this Court.

20 21. Pending the Final Fairness and Approval Hearing, Plaintiffs, the Class
21 Members, and the PAGA Employees are hereby enjoined from prosecuting the Class
22 Released Claims and PAGA Released Claims against Defendants and/or the Released
23 Parties.

24 22. Certification under this Order is for settlement purposes only, and shall not
25 constitute or be construed as a finding by the Court, or an admission on the part of
26 Defendants or any of the Released Parties, of any fault or omission with respect to any
27 claim or that this action is appropriate for class treatment for litigation purposes. Entry
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1 of this Order is without prejudice to the rights of Defendants or any of the Released
2 Parties to oppose class certification in this action should the proposed settlement not be
3 granted final approval.

4 23. If for any reason the Court does not execute and file a Final Order and
5 Judgment, or if the Effective Date of the settlement, as defined in the Agreement, does
6 not occur for any reason whatsoever, the Agreement and the proposed settlement that
7 is the subject of this Order, and all evidence and proceedings had in connections
8 therewith, shall be without prejudice to the *status quo ante* rights of the Parties to the
9 litigation, as more specifically set forth in the settlement.

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11 **IT IS SO ORDERED.**

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13 Dated: _____, 2024

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16 HONORABLE WILLIAM H. ORRICK
17 UNITED STATES DISTRICT JUDGE
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