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Attorneys for Plaintiff QUINCY GRIFFIN PERKINS,
individually and on behalf of all others similarly situated

**UNITED STATES DISTRICT OF CALIFORNIA
NORTHERN DISTRICT OF CALIFORNIA**

QUINCY GRIFFIN PERKINS
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,

Defendant.

CASE NO.: 3:23-cv-00502-WHO
Consolidated with Case Nos. 3:23-cv-
01694-WHO and 4:22-cv-07456-JST

**DECLARATION OF QUINCY
GRIFFIN PERKINS IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

District Judge: William H. Orrick
Complaint Filed: November 14, 2022

Date: May 29, 2024

Time: 02:00 p.m.

DECLARATION OF QUINCY GRIFFIN PERKINS

I, QUINCY GRIFFIN PERKINS hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the motion for preliminary approval of the settlement and fees, costs and incentive award. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendant HADCO METAL TRADING SANTA FE SPRINGS CA dba RYDER INTEGRATED LOGISTICS INC. ("Defendant") in July 28, 2021, as a Non-Exempt Employee with the title of Truck Driver and worked during the liability period for Defendant until my separation from Defendant's employ in approximately November 17, 2021. My duties included, but were not limited to hauling steel and driving freight trucks.

3. As a non-exempt employee, I suffered the same damages as other employees. These included Defendant's failure to pay minimum and overtime wages, failure to pay all wages earned and owed upon separation from Defendant's employ, failure to pay wages timely during employment, failure to provide accurate itemized wage statements, failure to provide meal and rest periods, failure to reimburse necessary business expenses, and violations under the UCL all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendant and suffered similar harms due to Defendant's common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant. During those conferences, my attorneys provided me with an overview of how

1 those claims would be litigated and generally educated me about the nature of
2 complex/representative litigation and my role as the representative Plaintiff.

3
4 6. My attorneys provided me with a draft of the complaint for my
5 review and approval. I closely reviewed the complaint to ensure accuracy and
6 completeness. As a result, I caused my attorneys to file the class action complaint
7 alleging claims for the allegations alleged therein. Thereafter, I have been fully
8 involved in my case. Following the filing of the complaint, I collaborated with
9 my attorneys on the prosecution of my claims, and I regularly contacted my
10 attorneys to stay current on the status of the litigation, and to discuss my
11 attorneys' progress in prosecuting the claims.

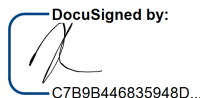
12 7. Since I believe I was not paid overtime and minimum wages, not paid
13 all wages earned and owed upon separation from Defendant's employ, not paid
14 timely during my employment, not provided accurate itemized wage statements,
15 not provided meal and rest periods, not reimbursed necessary business expenses,
16 a as well as violations under the UCL all in accordance with California law and
17 that I have been similarly injured as to all other class members in the settlement
18 who worked for Defendant during the class period. I believe the claims asserted
19 in the Complaint are also shared by the other Class Members. I worked with
20 various other non-exempt employees and I believe we were all treated the same
21 and subject to the same unlawful policies.

22 8. Since I agreed to become a Class Representative, I have worked
23 every step of the way with my attorneys. During the course of the litigation I have
24 always kept the best interest of the Class Members on equal footing as mine. I
25 have been, and I am willing to continue to pursue the Class Members' claims
26 vigorously on our collective behalf if the Settlement is not finally approved. As a
27 result, I firmly believe that I do not have any interests adverse to the interests of
28 the Class Members. I have maintained the Class Members best interest from the
inception of the case.

1
2 9. As one of the Class Representatives, I have spent numerous hours
3 consulting with my attorneys, providing documentation, consulting with other
4 Class Members, responding to questions by my attorneys, providing documents to
5 my attorneys, working with my attorneys to review documents received, helping
6 my attorneys in preparing for the mediation and attending the mediation via
7 telephone. I was consulted about the status of the case and provided constant
8 feedback about the case from my attorneys including the mediation, settlement
9 negotiations and eventual settlement. I estimate I have spent approximately 45
10 hours working on this case.

11 10. From the beginning of this case, I have freely chosen to accept the
12 risks of being one of the Class Representatives in this class action lawsuit. I chose
13 to assume these risks and pursue the claims on behalf of the Class Members as I
14 wanted to vindicate their rights. I believe we have achieved that result with the
15 settlement and the individual payments to the Class Members. I believe the
16 settlement is fair, reasonable, and adequate based on the numerous defenses
17 asserted by Defendant. I believe the efforts and work I put forth helped to achieve
18 the fair settlement that will benefit the Class Members. As a result of my efforts, I
19 also believe the Enhancement Award is reasonable, and I respectfully request the
20 Court approve the amount of \$15,000.00 as fair and reasonable.

21 I declare under penalty of perjury under the laws of the state of
22 California that the foregoing is true and correct. Executed on April 8,
23 2024, at Antioch, California.

24
25  DocuSigned by:
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26 **QUINCY GRIFFIN PERKINS**
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