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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

TIM EURE, on behalf of himself, all others
similarly situated, and on behalf of the
general public,

Plaintiff,

vs.

RYDER INTEGRATED LOGISTICS, INC., a
corporation; RYDER DEDICATED
LOGISTICS, INC., a corporation, and DOES
1-100, inclusive,

Defendants.

CASE NO.: 16-CV-00324-MCE-AC

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Action Filed: April 20, 2015
Action Removed: February 17, 2016

1 In this wage and hour putative class action (the “Action”), Plaintiff represents a class
2 of current and former hourly drivers for Defendant Ryder. Plaintiff alleges violations of
3 certain labor laws stemming from Defendant’s meal and rest policies which, Plaintiff
4 contends, incentivize drivers to skip meals and breaks. Plaintiff further contends that the
5 policies require drivers to be reachable—and thus on duty—during those meal and break
6 periods.

7 Presently before the Court is Plaintiff’s unopposed Application for Preliminary
8 Approval of the Class Action Settlement (the “Settlement Agreement,” ECF No. 27), which
9 together with the exhibits annexed thereto, sets forth the terms and conditions for a
10 proposed settlement and entry of judgment upon the terms and conditions set forth therein.
11 The Court has read and considered the Memorandum of Points and Authorities in support
12 of Plaintiff’s unopposed motion, Declaration of William Turley, Esq., and attached exhibits
13 (ECF Nos. 25 and 27). For purposes of this Order, the Court adopts all defined terms as
14 set forth in the Settlement Agreement.

15 As an overview, the Settlement Agreement provides for the following:

- 16 • Defendant will pay a total Gross Settlement Amount (“GSA”) of three hundred
17 thousand dollars (\$300,000.00), which amount includes all Settlement
18 Payments to individual Class Members, all attorney’s fees and expenses, the
19 employee and employer portions of all required payroll withholdings/taxes,
20 any Class Representative Enhancement Award, settlement administration
21 costs and expenses, and any penalty amounts. No amount of the GSA will
22 revert to Defendants.
- 23 • The proposed Class consists of all individuals who are or were employed by
24 Defendant in California as drivers who were paid exclusively on an hourly
25 basis at any time between April 20, 2011 and the date of preliminary
26 approval.
- 27 • The Agreement shall be administered on an opt-out basis.

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- 1 • The Settlement Administrator shall be CPT Group, Inc. Settlement
2 administration fees are estimated not to exceed \$20,000.00. If the actual cost
3 is more or less than \$20,000.00, such funds shall be added to or subtracted
4 from the Net Settlement Amount (“NSA”).
- 5 • The Class Representative may seek an Enhancement Award of not more
6 than \$5,000.00, which amount will come from the GSA.
- 7 • Class Counsel may seek attorney’s fees of up to 25% of the GSA, or
8 \$75,000.00. Counsel may also seek costs not to exceed \$20,000.00.

9 After review and consideration of the Settlement Agreement (ECF No. 27), Plaintiff’s
10 Motion for Preliminary Approval, and the papers in support thereof (ECF No. 25), the Court
11 hereby finds as follows:

12 1. The Settlement Agreement falls within the range of reasonableness meriting
13 possible final approval.

14 2. The certification of the Class solely for purposes of settlement is appropriate
15 in that: (1) the Class Members are so numerous that joinder of all Class Members is
16 impracticable; (2) there are questions of law and fact common to the Class which
17 predominate over any individual questions; (3) Plaintiff’s claims are typical of the claims of
18 the Class; (4) Plaintiff and his counsel have fairly and adequately represented and
19 protected the interests of the Class; and (5) a class action, and class-wide resolution of the
20 Action via class settlement procedures is superior to other available methods for the fair
21 and efficient adjudication of the controversy.

22 3. The Settlement Agreement, and the obligations of the Parties as set forth
23 therein, is fair and reasonable, and is an adequate settlement of this case. It is in the best
24 interests of the Class in light of the factual, legal, practical, and procedural considerations
25 raised by this case.

26 4. Plaintiff does not have any conflicts that would preclude him from serving as
27 Class Representative, and his appointment comports with the requirements of due process.

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1 5. Class Counsel does not have any conflicts that would preclude them from
2 acting as Class Counsel, and they meet the requirements of the Federal Rules of Civil
3 Procedure for appointment as Class Counsel and the requirements of due process.

4 6. The Notice of Class Settlement attached as Exhibit 1 to the Settlement
5 Agreement (see ECF Nos. 25-1, 27) complies with due process because the Notice of
6 Class Settlement is reasonably calculated to adequately apprise Class Members of: (i) the
7 pending lawsuit; (ii) the terms of the proposed Settlement Agreement; and (iii) their rights,
8 including the right to either participate in the settlement, exclude themselves from the
9 settlement, or object to the settlement. Plaintiff's proposed plan for class notice and
10 settlement administration is the best notice practicable under the circumstances and is in
11 full compliance with the Federal Rules of Civil Procedure and the requirements of due
12 process. Further, the Notice of Class Settlement complies with the Federal Rules of Civil
13 Procedure and the requirements of due process, and is appropriate as part of the proposed
14 plan for notice to Class Members.

15 Plaintiff's unopposed Application for Preliminary Approval of the Class Action
16 Settlement, ECF No. 25, is therefore GRANTED. IT IS HEREBY ORDERED as follows:

17 1. The Court finds on a preliminary basis that the provisions of the Settlement
18 Agreement, filed with the Court as Exhibit 1 to the Declaration of William Turley, Esq. (ECF
19 No. 27), are fair, just, reasonable, and adequate and, therefore, the Agreement meets the
20 requirements for preliminary approval. Hanlon v. Chrysler Corp., 150 F.3d 1011, 1026
21 (9th Cir. 1998); Joel A. v. Giuliani, 218 F.3d 132, 138 (2nd Cir. 2000).

22 2. The Court certifies, for settlement purposes only, the following class ("Class")
23 described in the Motion for Preliminary Approval: All individuals who are or were employed
24 by Defendant in California as drivers who were paid exclusively on an hourly basis at any
25 time between April 20, 2011 and the date of preliminary approval. (ECF No. 27, at ¶ 4)

26 3. The Court finds, for settlement purposes only, the requirements of Federal
27 Rule of Civil Procedure 23(a) and Federal Rule of Civil Procedure 23(b)(3) are satisfied.

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1 4. This Order, which conditionally certifies a class action for settlement purposes
2 only, shall not be cited in this or any matter for the purpose of seeking class certification,
3 opposing decertification, or for any other purpose, other than enforcing the terms of the
4 Agreement.

5 5. The Court appoints for settlement purposes only, as the Class
6 Representative, Tim Eure.

7 6. The Court appoints for settlement purposes only, William Turley, David Mara,
8 and Jill Vecchi of The Turley & Mara Law Firm, APLC, as Class Counsel for the purposes
9 of settlement and the releases and other obligations therein.

10 7. CPT Group, Inc. is appointed as Settlement Administrator.

11 8. The Notice of Class Settlement, in the form attached to the Agreement as
12 Exhibit 1, is approved. (ECF No. 27 at Exh. 1)

13 9. The Settlement Administrator is ordered to mail the Notice of Class
14 Settlement to the Class Members as provided in the Agreement, not later than thirty (30)
15 days of the date of electronic filing of this Order. (ECF No. 27, ¶¶ 38-39)

16 10. Each Class Member will have forty-five (45) days after the date on which the
17 Settlement Administrator mails the Notice of Class Settlement to object to the settlement by
18 informing the Settlement Administrator in writing of his or her intent to object by following
19 the procedure set forth in the Notice of Class Settlement. (ECF No. 27, ¶ 19)

20 11. Any Class Member who has submitted such written objections may, but is not
21 required to, appear himself or herself, or through counsel, at the Final Approval Hearing
22 and object to the approval of the Agreement or the award of attorneys' fees and
23 reimbursement of expenses to Class Counsel. No Class Member, or any other person,
24 shall be heard or entitled to contest the approval of the proposed settlement, the judgment
25 to be entered approving the same, or the award of attorneys' fees and reimbursement of
26 expenses to Class Counsel, unless that Class Member has submitted written objections in
27 the manner set forth herein. The Parties may file any response to the objections submitted

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1 by any objecting Class Members, if at all, no later than seven (7) days before the Final
2 Approval Hearing. (ECF No. 27, ¶¶ 45-47)

3 12. Any Class Member who does not make his or her objection(s) in the manner
4 so provided herein and in the Notice of Class Settlement shall be deemed to have waived
5 such objection(s) and shall forever be foreclosed from making any objection(s) to the
6 fairness or adequacy of the proposed settlement and the award of attorneys' fees and
7 reimbursement of expenses to counsel. Such waiver also applies to the right to appeal any
8 orders that are entered relating thereto, unless otherwise ordered by the Court. (Id.)

9 13. Each Class Member who wishes to be excluded from the settlement shall
10 sign and mail a written request for exclusion to the Settlement Administrator. The written
11 Request for Exclusion must (a) state the Class Member's name, address, telephone
12 number, and social security number; (b) state the Class Member's request to exclude
13 himself or herself from the settlement and to opt out of the settlement; (c) be signed by the
14 Class Member or his or her lawful representative; and (d) be addressed and sent to the
15 Settlement Administrator and postmarked no later than forty-five (45) days after the date of
16 mailing of the Notice of Class Settlement. (ECF No. 27, ¶¶ 40-42)

17 14. Defendant has already sent notice pursuant to the Class Action Fairness Act,
18 28 U.S.C. § 1715.

19 15. If the Agreement is not finally approved by the Court or for any reason is
20 terminated or the Effective Date of the settlement does not occur for any reason
21 whatsoever, the Agreement and the proposed settlement that is the subject of this Order,
22 and all evidence and proceedings had in connections therewith, shall be without prejudice
23 to the status quo ante rights of the Parties to the litigation, as more specifically set forth in
24 the Settlement Agreement. (ECF No. 27, ¶ 32)

25 16. Plaintiff shall file a Motion for Attorney's Fees and Costs not later than
26 **September 13, 2018.**

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1 17. Plaintiff shall file a Motion for Final Approval of Settlement and Release
2 including any information intended to support his request for an incentive award, and cost
3 of Settlement Administration, on or before **November 1, 2018**.

4 18. The hearing on Plaintiff's Motion for Final Approval of Settlement and Release
5 shall be held on **November 29, 2018**, at 2:00 p.m. before the Honorable Morrison C.
6 England Jr., in Courtroom 7 of the United States District Court for the Eastern District of
7 California, located at 501 I Street, Sacramento, CA 95814.

8 19. During the Court's consideration of the settlement and pending further order
9 of the Court, all proceedings in this case, other than proceedings necessary to carry out the
10 terms and provisions of the Agreement, or as otherwise directed by the Court, are hereby
11 STAYED.

12 20. To facilitate administration of the settlement pending final approval, the Court
13 hereby ENJOINS the Class Members from prosecuting the Released Claims against
14 Defendant or the Released Parties unless and until the Class Member files a valid Request
15 for Exclusion.

16 21. The Court recognizes that certification under this Order is for settlement
17 purposes only, and shall not constitute or be construed as a finding by the Court, or an
18 admission on the part of Defendant or any of the Released Parties, of any fault or omission
19 with respect to any claim or that this Action is appropriate for class treatment for litigation
20 purposes. Entry of this Order is without prejudice to the rights of Defendant or any of the
21 Released Parties to oppose class certification in this Action, should the proposed
22 Agreement not be granted final approval.

23 IT IS SO ORDERED.

24 Dated: July 30, 2018

25 
26 MORRISON C. ENGLAND, JR.
27 UNITED STATES DISTRICT JUDGE
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