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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,

Plaintiffs,

vs.

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

Defendant.

Case No.: 16-cv-00324-MCE-AC

[Assigned For All Purposes The
Honorable Morrison C. England Jr.]

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S UNOPPOSED
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Date: November 15, 2018
Time: 11:00 a.m.
Judge: Hon. Morrison C. England
Courtroom: 7

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

1 **I. RECITALS**

2 This matter came on for hearing on November 15, 2018, in Courtroom 7 of the
3 above-captioned Court on Plaintiff's unopposed Motion for Final Approval of Class
4 Action Settlement in the putative class action (the "Action") currently pending before
5 this Court.

6 Having received and considered the Class Action Settlement Agreement (the
7 "Settlement Agreement" or "Settlement"), which together with the exhibits annexed
8 thereto, sets forth the terms and conditions for a proposed settlement and entry of
9 judgment upon the terms and conditions set forth therein, the supporting papers filed
10 by the Parties, and the evidence and argument received by the Court in conjunction
11 with the Motion for Preliminary Approval of Class Action Settlement¹, and the instant
12 Motion for Final Approval of Class Action Settlement, the Court grants final approval
13 of the Settlement Agreement and **HEREBY ORDERS AND MAKES THE**
14 **FOLLOWING DETERMINATIONS:**

15 **II. FINDINGS**

16 After review and consideration of the Settlement Agreement (Dkt. No. 27) and
17 Plaintiff's Motion for Final Approval of Class Action Settlement and the papers in
18 support thereof, the Court hereby finds and orders as follows:

- 19 1. Pursuant to the Order Granting Motion for Preliminary Approval of
20 Class and Collective Action Settlement (Dkt. # 31), a Notice of Class
21 Action Settlement ("Class Notice") was mailed to 1,494 members of
22 the Class ("Class Members") by first-class U.S. Mail on August 29,
23 2018.
- 24 2. The Court finds that distribution of the Class Notice in the manner set
25 forth in the preliminary approval order and the Settlement Agreement
26 constitutes the best notice practicable under the circumstances, and

27 ¹ The Settlement Agreement was originally filed with the Court in conjunction with
28 Plaintiff's Motion for Preliminary Approval and the Court granted preliminary approval
of the settlement on July 30, 2018 (Dkt. Nos. 27 and 31)

1 constituted valid, due and sufficient notice to all Class Members,
2 complying fully with the requirements of Rule 23 of the Federal Rules
3 of Civil Procedure, the Constitution of the United States, and any other
4 applicable laws. The Class Notice procedure set forth in the Settlement
5 Agreement provides a means of notice reasonably calculated to apprise
6 the Class Members of the pendency of the action and the proposed
7 settlement, and thereby meets the requirements of Rule 23(c)(2) of the
8 Federal Rules of Civil Procedure, as well as due process under the
9 United States Constitution, and any other applicable law, and
10 constitutes due and sufficient notice to all Class Members.

11 3. The Class Notice informed the Class Members of the terms of the
12 Settlement, of their right to submit objections, if any, and to appear in
13 person or by counsel at the final approval hearing and to be heard
14 regarding approval of the settlement, of their right to request exclusion
15 from the Class and the settlement, and of the date set for the Final
16 Approval hearing. Adequate periods of time were provided by each of
17 these procedures. No member of the Class filed a written objection to
18 the proposed Settlement as part of this notice process or stated an
19 intention to appear at the final approval hearing. One Class Member
20 validly requested exclusion from the Class and the Settlement. This one
21 individual represents 0.06% of the Class Members.

22 4. The Court finds and determines that the notice procedure afforded
23 adequate protections to Class Members and provides the basis for the
24 Court to make an informed decision regarding approval of the
25 Settlement based on the responses of Class Members. The Court finds
26 and determines that the Class Notice was the best notice practicable,
27 which satisfied the requirements of law and due process.
28

1 5. Solely for the purpose of settlement in accordance with the Settlement
2 Agreement, the Court finds that the requirements of Rule 23 of the
3 Federal Rules of Civil Procedure and other laws and rules applicable to
4 settlement approval of class actions have been satisfied, and the Court
5 hereby certifies the following Class: All individuals who are or were
6 employed by Defendant Ryder Integrated Logistics, Inc. (“Defendant”) in
7 California as drivers who were paid exclusively on an hourly basis
8 at any time between April 20, 2011 and July 30, 2018. (Dkt. No. 27, at
9 ¶ 4).

10 6. Pursuant to the Settlement Agreement, and for settlement purposes
11 only, the Court further finds as to the Class that:

- 12 a. The Class is so numerous that joinder of all members is
13 impracticable;
- 14 b. There are questions of law or fact common to the Class which
15 predominate over the questions affecting only individual
16 members;
- 17 c. The claims of the Class Representative are typical of the
18 claims of the Class that the Class Representative seeks to
19 certify;
- 20 d. The Class Representative, Plaintiff Tim Eure, will fairly and
21 adequately protect the interests of the Class and are,
22 therefore, appointed as the representative of the Class;
- 23 e. Class Counsel, The Turley & Mara Law Firm, APLC, will
24 fairly and adequately protect the interests of the Class and are
25 qualified to represent the Class and are, therefore, appointed
26 as attorneys for the Class for purposes of settlement; and
- 27 f. Certification of the Class is superior to other available
28 methods for fair and efficient adjudication of the

1 controversy.

- 2 7. The Court has considered the *In re Bluetooth Products Liability*
3 *Litigation* (“Bluetooth”) (9th Cir. 2011) 654 F.3d 935, 946, factors. The
4 Court finds that Class Counsel is not receiving a disproportionate
5 distribution of the Settlement and, although Defendant has agreed to not
6 object to an attorney fee request not to exceed Seventy Five Thousand
7 Dollars and No Cents (\$75,000.00), if the amount awarded is less than
8 the amount requested by Class Counsel, the difference will become a
9 part of the Net Settlement Amount which will be distributed to
10 Participating Class Members as part of their Settlement Payments.
- 11 8. The Court finds that the Settlement is fair when compared to the
12 strength of Plaintiff’s case, Defendants’ defenses, the risks involved in
13 further litigation and maintaining class status throughout the litigation,
14 and the amount offered in settlement.
- 15 9. The Court finds that the Parties conducted adequate investigation and
16 research, and that their attorneys were able to reasonably evaluate their
17 respective positions. The Court finds that the Settlement was reached
18 as a result of informed and non-collusive arm’s-length negotiation.
- 19 10. The Court finds that Class Counsel has extensive experience acting as
20 class counsel in complex class action cases and their view on the
21 reasonableness of the settlement was therefore given its due weight.
22 The Court further finds that the Class’ reaction to the settlement – with
23 no objections and one valid request for exclusion – weighs in favor of
24 granting Final Approval of the Settlement.
- 25 11. The Settlement Agreement is not an admission by Defendant, nor is this
26 Order a finding of the validity of any allegations or of any wrongdoing
27 by Defendant. Neither this Order, the Settlement, nor any document
28 referred to herein, nor any action taken to carry out the Settlement, shall

1 be construed or deemed an admission of liability, culpability,
2 negligence, or wrongdoing on the part of Defendant.

- 3 12. The Court finds and determines that the individual Settlement Payments
4 to be paid to each Participating Class Member as provided for by the
5 Settlement are fair and reasonable.

6 **III. ORDER**

7 IT IS HEREBY ORDERED as follows:

- 8 1. The Court hereby gives final approval to and orders the payment of the
9 individual Settlement Payments be made to the Participating Class
10 Members in accordance with the terms of the Settlement.
- 11 2. The Settlement Administration costs in the amount of \$20,000 are
12 approved and ordered paid to CPT Group, Inc. in accordance with the
13 terms of the Settlement Agreement².
- 14 3. Defendant shall have no further liability for costs, expenses, interest,
15 attorneys' fees, or for any other charge, expense, or liability, except as
16 provided for in the Settlement Agreement.
- 17 4. The Class Representatives and all Participating Class Members are
18 permanently barred and enjoined from prosecuting against Defendant,
19 and the Released Parties, any of the Released Claims as defined in the
20 Settlement Agreement.
- 21 5. Without affecting the finality of this Order in any way, the Court retains
22 jurisdiction of all matters relating to the interpretation, administration,
23 implementation, effectuation and enforcement of this order and the
24 Settlement.

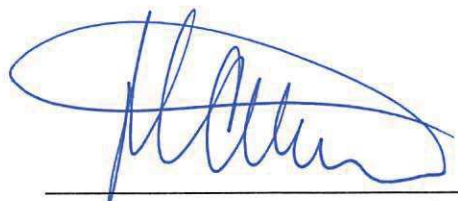
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26 ² The Court determines by a separate order the requests by Plaintiff, the Class
27 Representative, through Class Counsel, for the payment of the enhancement award
28 payment, Class Counsel's Attorneys' Fees and Costs. Any court order regarding the
application of these payments shall in no way disturb or affect this Order and shall be
considered separate from this Order.

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- 6. Nothing in this Order shall preclude any action to enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that Defendant makes payments to Participating Class Members in accordance with the Settlement.
- 7. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement Agreement, Order Granting Motion for Preliminary Approval of Class Settlement, and this Order.
- 8. This Order shall constitute a final judgment.
- 9. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement Agreement and this Order.

IT IS SO ORDERED.

Dated: 11.15.18



Hon. Morrison C. England Jr.
United States District Court Judge