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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 Settlement<sup>1</sup>, 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 <sup>1</sup> 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.  
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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*”) (9<sup>th</sup> 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 Agreement<sup>2</sup>.
- 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.
- 25

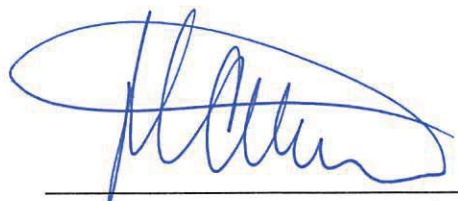
26 <sup>2</sup> The Court determines by a separate order the requests by Plaintiff, the Class  
27 Representative, through Class Counsel, for the payment of the enhancement award  
28 payment, Class Counsel's Attorneys' Fees and Costs. Any court order regarding the  
application of these payments shall 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



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