

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

QUINCY GRIFFIN PERKINS, et al.,
Plaintiffs,
v.
RYDER INTEGRATED LOGISTICS,
INC., et al.,
Defendants.

Case No. [23-cv-00502-WHO](#)

**ORDER GRANTING FINAL
APPROVAL AND AWARDED
ATTORNEY FEES, EXPENSES AND
ENHANCEMENTS**

Re: Dkt. No. 69

This matter came on for hearing on December 10, 2024 at 10:00 a.m. in Courtroom 2 of the above-captioned Court on Plaintiffs Quincy Griffin Perkins', Jose Johnson's, Ignacio Parks', and Tiwan Johnson's (collectively, "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees, Enhancement Award, Costs, and Judgment. For purposes of this Order and Judgment, the Court refers to all defined terms (i.e., terms with initial capitalization) as set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") and the amendments thereto. Having received and considered the Settlement Agreement and the amendments thereto, the supporting papers filed by the Parties, including submissions required by the Court following the preliminary and final approval hearings, and the evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement, and the instant Plaintiffs' Unopposed Motion for Final Approval and Entering of Final Judgment, the Court grants final approval of the Settlement and IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. For the reasons set forth in the Preliminary Approval Order Dkt. # 66,

1 which are adopted and incorporated herein by reference, this Court finds that the
2 applicable requirements of the Federal Rules of Civil Procedure, Rule 23 have been
3 satisfied with respect to the Class and the proposed Settlement. The Court hereby
4 makes final its earlier provisional certification of the Class, as set forth in the
5 Preliminary Approval Order.

6 2. The Court finds that it has jurisdiction over the subject matter of the class
7 action and Lawsuit and over all parties to the Lawsuit, including all Participating
8 Class Members and PAGA Employees.

9 3. The Notice of Class and PAGA Settlement (“Notice”) given to the Class
10 Members and PAGA Employees fully and accurately informed the Class Members
11 and PAGA Employees of all material elements of the proposed Settlement and of their
12 opportunity to object to or comment thereon or exclude themselves from the
13 Settlement; was the best notice practicable under the circumstances; was valid, due,
14 and sufficient notice to all Class Members; and complied fully with the laws of the
15 State of California, the United States Constitution, due process, and other applicable
16 law. The Notice fairly and adequately described the Settlement, including the right
17 to dispute their workweeks, and provided Class Members and PAGA Employees
18 adequate instructions and a variety of means to obtain additional information. The
19 Court further finds that it was due and sufficient notice of the Settlement and the
20 Fairness Hearing to all persons affected by and/or entitled to participate in the
21 Settlement or the Fairness Hearing, in full compliance with the requirements of due
22 process and Federal Rule of Civil Procedure 23(c)(2)(B), (e)(1), and (h)(1).
23 Accordingly, the Court determines that all Participating Class Members and PAGA
24 Employees are bound by this Order and Judgment.

25 4. The Court finds that two (2) members of the Class requested to Opt Out
26 of the Settlement and there were zero (0) Objections received.

27 5. The Court has considered all relevant factors for determining the fairness
28 of the Settlement and has concluded that all such factors weigh in favor of granting

1 Final Approval. In particular, the Court finds that the Settlement was reached
2 following adequate discovery and investigation conducted by Class/PAGA Counsel;
3 that the Settlement is the result of serious, informed, adversarial, and arm's-length
4 negotiations between the Parties; and that the terms of the Settlement are in all
5 respects fair, adequate, and reasonable. In so finding, the Court has considered all of
6 the evidence presented, including evidence regarding the strength of the Plaintiffs'
7 case; the risk, expense, and complexity of the claims presented; the likely duration of
8 further litigation; the amount offered in Settlement; the extent of investigation and
9 discovery completed; and the experience and views of Class/PAGA Counsel.
10 Accordingly, the Court hereby approves the Settlement as set forth in the Settlement
11 Agreement and amendments thereto and expressly finds that said Settlement is fair,
12 reasonable, adequate, and in the best interests of the Class and hereby directs
13 implementation of the remaining terms and conditions of the Settlement Agreement.

14 6. The Court hereby awards plaintiffs' counsel attorney fees in the amount
15 of 25% of the Gross Settlement Amount ("GSA"). 10% of those attorney fees shall
16 be withheld by the Settlement Administrator pending further Order of the Court upon
17 compliance with the Northern District's Post-Distribution Accounting. Counsel are
18 awarded litigation costs in the amount of \$37,491.38. These awards are fair and
19 reasonable. An upward adjustment from the 25% benchmark for attorney fees is not
20 warranted in this case given the minimal amount of work required from counsel prior
21 to settlement and given the repeated inability of class counsel – who are otherwise
22 found to be adequate under Rule 23 – to follow the requirements of the Northern
23 District's Class Action Settlement Guidance which I have adopted as mandatory¹ and
24 given the errors on both the motion for preliminary approval and final approval
25 identified in Dkt. Nos. 51, 62 and herein. Costs to the Settlement Administrator,

26
27 ¹ See <https://cand.uscourts.gov/forms/procedural-guidance-for-class-action-settlements/>; see also
28 <https://cand.uscourts.gov/judges/orrick-william-h-who/> Standing Order for Civil Cases, ¶ 8
(making Guidance mandatory).

1 ILYM Group Inc., shall be paid from the GSA in the amount of \$63,750.00 are hereby
2 approved as fair and reasonable.² No other costs or fees relief shall be awarded, either
3 against Defendant or any other of the Released Parties, as defined in the Settlement
4 Agreement.

5 7. The Court hereby approves the Class Representative Enhancement
6 Award of \$3,500 to each named Plaintiff totaling \$10,500.00, which shall be paid
7 from the GSA. Plaintiffs' Class Representative Enhancement Payment is approved
8 as a service award to Plaintiffs for serving as the class representatives and in
9 consideration and exchange for Plaintiffs' Complete and General Release of all claims
10 as explained in the Settlement. Given that each class member provided only basic
11 informal discovery, were kept informed of the litigation, and were available although
12 did not attend mediation in person, an award in excess of \$3,500 is not warranted.

13 8. The Court hereby approves payment from the GSA of a PAGA Award
14 of \$60,000.00, with \$45,000.00 payable to the Labor Workforce Development
15 Agency ("LWDA"), as this request is fair and reasonable and the remainder of
16 \$15,000.00 deducted from the GSA to be paid to the Class Members as stated in the
17 Settlement. The Court approves the Settlement pursuant to the PAGA, including
18 Labor Code section 2699(1) (2).

19 9. Entry of this Final Judgment shall constitute a full and complete bar
20 against Plaintiffs and the Participating Class Members and PAGA Employees
21 (whether individuals, cumulatively or in any combination or in any manner) and in
22 favor of the Released Parties (as defined in the Settlement) from bringing any Class
23

24 ² In the motion for preliminary approval, class counsel repeatedly represented that the Settlement
25 Administrator, ILYM Group, had agreed to a "not to exceed" bid of \$35,000 to administer the
26 class notice and claims. *See* Dkt. No. 47-1 at 25; 47-5 ¶¶ 50-51. On final approval, class
27 counsel instead sought \$63,750.00 for administration costs. Dkt. No. 69. At the final approval
28 hearing, class counsel was unable to explain the discrepancy and, therefore, a supplemental
declaration from ILYM was submitted. Dkt. No. 73. That declaration explains that the initial
ILYM bid was for \$54,950 (not \$35,000 as represented to and approved by the Court on
preliminary approval) and even that cost was exceeded due to the unexplained need to send a
second CAFA notice to correct errors. *Id.* These discrepancies and unexplained errors further
support my decision to award fees at the benchmark and not the 33% requested by counsel.

Released Claims and PAGA Released Claims against Defendants and Released Parties (as defined in the Settlement and as amended in Dkt. No. 57-1) (whether individually, cumulatively or in any combination or in any manner), and shall constitute res judicata and collateral estoppel with respect to the Class Released Claims, except to those who timely and properly opted out of the Settlement pursuant to the terms of the Settlement Agreement, and the PAGA Released Claims.

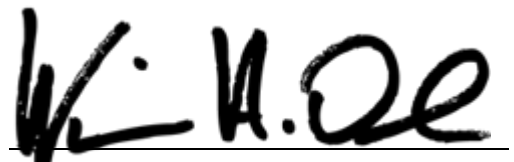
10. By operation of the entry of this Final Order and Judgment, as of the Effective Date, the Parties and Class Members, except those who excluded themselves from the Settlement, are ordered to perform their respective duties and obligations under the Settlement.

11. If the Settlement is successfully challenged and, as a result, does not become final and effective in accord with the terms of the Settlement, then this Final Order and Judgment shall be rendered null and void and shall be vacated and, in such event, all orders entered, including but not limited to all releases delivered in connection herewith, shall be null and void.

12. The Court orders Plaintiffs to submit a copy of this judgment to the Labor and Workforce Development Agency (LWDA) within 10 days after judgment has been entered by the Court in accordance with Labor Code Section 2699(1)(3).

IT IS SO ORDERED.

Dated: December 16, 2024


William H. Orrick
United States District Judge