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**FILED**  
Superior Court of California  
County of Alameda  
08/25/2023  
Clad Fluke, Executive Officer / Clerk of the Court  
By: *A. Tumorong* Deputy  
A. Tumorong

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

Brian Thomas Ruff, individually and on behalf  
of all others similarly situated,

Plaintiffs,

vs.

Wilson Logistics, Inc.; and Does 1 through 20,  
inclusive,

Defendants.

Case No. 22CV008614

**~~[PROPOSED]~~ ORDER PRELIMINARILY  
APPROVING CLASS, COLLECTIVE, AND  
REPRESENTATIVE ACTION  
SETTLEMENT PURSUANT TO THE  
TERMS OF JOINT STIPULATION RE:  
CLASS AND REPRESENTATIVE ACTION  
SETTLEMENT**

1 This matter came for hearing on August 23, 2023 upon the Motion for Preliminary Approval  
2 of the proposed settlement of this action on the terms set forth in the Joint Stipulation of Settlement  
3 and Release of Claims (the “Settlement” or “Stipulation”). Having considered the Settlement, all  
4 papers and proceedings held herein, and having reviewed the entire record in this action, Case No.  
5 22CV008614, entitled *Brian Thomas Ruff v. Wilson Logistics, Inc.* (the “Action”), and good cause  
6 appearing, the Court finds that:

7 WHEREAS, Plaintiff Brian Thomas Ruff (“Plaintiff”) has alleged claims against Defendant  
8 Wilson Logistics, Inc. (“Defendant”) on behalf of himself and on behalf of others similarly situated,  
9 comprising: “All individuals who resided in California and signed an Independent Contractor Operating  
10 Agreement (ICOA) with Defendant and performed transportation services for Defendant under the ICOA  
11 during the Class Period.”

12 WHEREAS, Plaintiff asserts putative class and representative claims against Defendant for  
13 (1) Failure to Pay Federal Minimum Wages; (2) Failure to Pay Federal Overtime Wages; (3) Failure  
14 to Pay California Minimum Wages; (4) Failure To Pay California Overtime Wages; (5) Failure To  
15 Provide Meal Periods; (6) Failure To Provide Rest Periods; (7) Failure to Pay Wages Upon  
16 Separation of Employment and Within the Required Time; (8) Failure To Furnish Accurate Itemized  
17 Wage Statements; (9) Failure To Reimburse All Business Expenses; (10) Unlawful Deduction of  
18 Wages; (11) Violation of Business and Professions Code §§ 17200, *et seq.*; and (12) Enforcement of  
19 Labor Code § 2698, *et seq.*, (“PAGA”).

20 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of law  
21 alleged in this Action, and further denies any liability whatsoever to Plaintiff or the Class Members.

22 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant  
23 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and  
24 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation.

25 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on or  
26 about April 26, 2023, which provides for entry of judgment as to the claims asserted in the Action  
27 against Defendant on the terms and conditions set forth in the Stipulation, subject to the approval of  
28 this Court.

1                   **NOW, THEREFORE, IT IS HEREBY ORDERED:**

2                   1.       All defined terms contained herein shall have the same meanings as set forth in the  
3 Joint Stipulation of Settlement and Release of Claims (“Settlement”).

4                   2.       The Class Representative and Defendant, through their counsel of record, have  
5 reached an agreement to settle the litigation on behalf of the Class as a whole.

6                   3.       The Court hereby conditionally certifies the following Class for settlement purposes  
7 only: “All individuals who resided in California and signed an Independent Contractor Operating  
8 Agreement (ICOA) with Defendant and performed transportation services for Defendant under the ICOA  
9 during the Class Period.”

10                  4.       The Class Period is defined as the time period from June 26, 2017 to April 28, 2023.

11                  5.       The Court also hereby conditionally certifies the following Fair Labor Standards Act  
12 (“FLSA”) Collective for settlement purposes only: “All individuals who resided in California and  
13 signed an ICOA with Defendant and performed transportation services for Defendant under the ICOA  
14 during the Class Period who opt-in to the FLSA portion of the Settlement.”

15                  6.       The Collective Period is defined as the time period from December 21, 2018 to April 28,  
16 2023.

17                  7.       Should for whatever reason the Settlement and Judgment not become a final  
18 Judgment, the fact that the parties were willing to stipulate to certification of a class and collective  
19 as part of the Settlement shall have no bearing on, or be admissible in connection with, the Litigation  
20 or the issue of whether a class or collective should be certified in the Litigation in a non-settlement  
21 context.

22                  8.       The Court appoints and designates: (a) Plaintiff Brian Thomas Ruff as the Class  
23 Representative and (b) Lebe Law, APLC as Class Counsel for the Class. Class Counsel is authorized  
24 to act on behalf of the Class with respect to all acts or consents required by, or which may be given,  
25 pursuant to the Settlement, and such other acts reasonably necessary to finalize the Settlement and  
26 its terms. Any Class Member may enter an appearance through his or her own counsel at such Class  
27 Member’s own expense. Any Class Member who does not enter an appearance or appear on his or  
28 her own behalf will be represented by Class Counsel.

1           9.       The Court hereby grants preliminary approval of the Settlement as fair, reasonable,  
2 and adequate in all respects to the Class Members and ORDERS the Parties to consummate the  
3 Settlement in accordance with the terms of the Stipulation.

4           10.       The Court hereby preliminarily approves the Settlement, the total Gross Settlement  
5 Amount in the amount of \$1,250,000.00, and the allocations of the following amounts from the total  
6 Gross Settlement Amount: (1) a total of \$416,666.67 to Class Counsel for attorneys' fees; (2) a total  
7 of up to \$22,500.00 for reimbursement of Class Counsel's reasonable litigation costs necessary to  
8 prosecute and settle this litigation and administer the Settlement; (3) \$15,000.00 for the Class  
9 Representative for his services to the Class; (4) settlement administration costs not to exceed  
10 \$15,000.00; (5) a payment of \$75,000.00 to the LWDA, which represents 75% of the PAGA  
11 settlement amount; and (6) the remaining net settlement fund of \$705,833.33, which includes the  
12 \$25,000.00 reserved for the PAGA aggrieved employees, will be distributed to Class Members and  
13 PAGA aggrieved employees based on the number of workweeks employed by Defendants.

14           11.       The Court finds on a preliminary basis that the Settlement appears to be within the  
15 range of reasonableness of a settlement, including the amount of the PAGA penalties, the FLSA  
16 collective component, Class Representative Service Award, Class Counsel's attorneys' fees and costs,  
17 the Settlement Administration Costs, and the allocation of payments to the Settlement Class  
18 Members, that could ultimately be given final approval by this Court. It appears to the Court on a  
19 preliminary basis that the Settlement is fair, adequate, and reasonable as to all potential Class  
20 Members when balanced against the probable outcome of further litigation relating to liability and  
21 damages issues. It also appears that extensive and costly investigation, research, and mediation  
22 proceedings have been conducted so that counsel for the Settling Parties are able to reasonably  
23 evaluate their respective positions. It appears to the Court that settlement at this time will avoid  
24 substantial additional costs by all Settling Parties and avoid the delay and risks that would be  
25 presented by the further prosecution of the Litigation. It also appears that the Settlement has been  
26 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

27           12.       The Court hereby approves, as to form and content, the Notice of Proposed Class  
28 Action Settlement and Hearing Date for Court Approval ("Class Notice"), which is attached to the

1 Settlement as “**Exhibit 1,**” to be sent to the Class Members. The Court finds that distribution of the  
2 Class Notice to Class Members substantially in the manner and form set forth in the Settlement and  
3 this Class Notice meets the requirements of due process and shall constitute due and sufficient notice  
4 to all parties entitled thereto.

5 13. The Court appoints and designates Phoenix Settlement Administrators, Inc. as the  
6 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the  
7 approved Class Notice to the Class Members within thirty (30) calendar days of this Preliminary  
8 Approval Order, in conformity with the Settlement.

9 14. Any Class Member may choose to opt out of, and be excluded from, the settlement  
10 as provided in the Settlement, except as to the release of claims under the Private Attorney General  
11 Act, Cal. Lab. Code § 2698, *et seq.*, (“PAGA”) and such Class Member’s corresponding settlement  
12 as an aggrieved employee under the PAGA, by following the instructions set forth in the Class  
13 Notice, for requesting exclusion. Moreover, any Class Member who is also a member of the FLSA  
14 opt-in collective may release their claims under the FLSA in exchange for \$500 by timely opting in  
15 within sixty days of notice. Any person who timely and properly opts out of the Settlement will not  
16 be bound by the Settlement, except as to the release of claims under the PAGA, or have any right to  
17 object, appeal, or comment thereon. Any Opt-Out request must be in writing, clearly state that the  
18 Class Member wishes to be excluded from the settlement of the Litigation and be signed by each  
19 such Class Member opting out, and must otherwise comply with the requirements delineated in the  
20 Settlement and Class Notice. Class Members who have not requested exclusion by submitting a  
21 proper and timely Opt-Out request that is postmarked no later than the Opt-Out Deadline, shall be  
22 bound by all determinations of the Court, the Settlement, and Judgment.

23 15. Any Class Member may choose not to opt in, and be excluded from, the settlement  
24 and release of FLSA claims by following the instructions set forth in the Class Notice.

25 16. The Motion for Final Approval shall be filed no later than sixteen (16) court days  
26 before the Final Approval Hearing.

27 17. In the event that the Effective Date occurs, all Settlement Class Members and the  
28 Class Representative will be deemed to have forever released and discharged the Released Claims

1 applicable to them.


2 18. In the event that the Effective Date occurs, the action captioned as, *Brian Thomas*  
3 *Ruff v. Wilson Logistics, Inc.*, Alameda County Superior Court Case No. 22CV008614, shall be  
4 resolved pursuant to the terms of the Settlement by entry of Judgment.

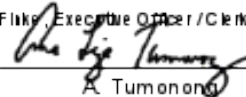
5 19. The Court reserves the right to adjourn or continue the date of the Final Approval  
6 Hearing and all dates provided for in the Agreement without further notice to the Class and retains  
7 jurisdiction to consider all further applications arising out of or connected with the Agreement.

8 20. The "Final Approval Hearing" shall be held before this Court on ~~FOURTH~~  
9 ~~OF~~ THURSDAY in Department 16 of the Superior Court of the State of California, County of Alameda  
10 to determine all necessary matters concerning the Settlement, including whether the proposed  
11 settlement of the Litigation on the terms and conditions provided for in the Settlement Agreement is  
12 fair, adequate, and reasonable and should be finally approved by the Court and whether a Judgment,  
13 as provided in the Agreement, should be entered herein. At this same time, a hearing on Class  
14 Counsel's motion for an award of attorneys' fees, reimbursement of litigation costs, and the Class  
15 Representative Service Award shall also be held.

16  
17 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

18  
19 DATED: 08/25/2023

20   
21 Hon. Tara Desautels  
22 Judge of the Alameda County Superior Court  
23 **Tara Desautels / Judge**  
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<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	<b>FILED</b> Superior Court of California County of Alameda 08/28/2023
PLAINTIFF/PETITIONER: Brian Thomas Ruff, individually and on behalf of all aggrieved employees	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumonong
DEFENDANT/RESPONDENT: Wilson Logistics, Inc.	
<b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</b>	CASE NUMBER: 22CV008614

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order **PRELIMINARILY APPROVING CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION SETTLEMENT PURSUANT TO THE TERMS OF JOINT STIPULATION RE: CLASS AND REPRESENTATIVE ACTION SETTLEMENT** entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.


Christopher j. Eckhart  
Scopelitis, Garvin, Light, Hanson & Feary, P.C.  
ceckhart@scopelitis.com

Jonathan M. Lebe  
Lebe Law, APLC  
Jon@lebelaw.com

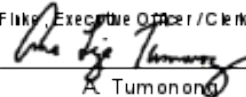
Dated: 08/28/2023

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	<b>FILED</b> Superior Court of California County of Alameda 08/28/2023
PLAINTIFF/PETITIONER: Brian Thomas Ruff, individually and on behalf of all aggrieved employees	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumonorg
DEFENDANT/RESPONDENT: Wilson Logistics, Inc.	
<b>CERTIFICATE OF MAILING</b>	CASE NUMBER: 22CV008614

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Christopher j. Eckhart  
Scopelitis, Garvin, Light, Hanson & Feary, P.C.  
10 West Market Street, Suite 1400  
Indianapolis, IN 46204

Jonathan M. Lebe  
Lebe Law, APLC  
777 S. Alameda Street, Second Floor  
Los Angeles, CA 90021

Dated: 08/28/2023

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonorg, Deputy Clerk

**CERTIFICATE OF MAILING**