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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
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12 RICHARD TOBIN, as an individual and
13 on behalf of all others similarly situated,

14 Plaintiffs,

15 vs.

16 RYDER TRUCK RENTAL, INC., a
17 Florida corporation; and DOES 1 through
18 50, inclusive,

19 Defendants.
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Case No. 5:20-cv-01569-JGB-SHK

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Fed. R. Civ. P. 23

1 Plaintiff Richard Tobin’s (“Plaintiff”) Motion for Final Approval of Class
2 Action Settlement and Motion for Attorneys’ Fees, Costs, Claims Administration
3 Expenses, and Class Representative Enhancements (collectively “Motion for Final
4 Approval”) has come before Courtroom 1 of the above-entitled Court, located at 3470
5 Twelfth Street, 2nd Floor, Riverside, California.

6 On April 8, 2021, the Court granted Plaintiff’s Motion for Preliminary
7 Approval of Class Action Settlement, entering an Order Granting Motion for
8 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”),
9 thereby preliminarily approving the settlement of the above-captioned action
10 (“Action”) in accordance with the Class Action Settlement Agreement (“Settlement,”
11 or “Settlement Agreement”), which, together with the exhibits annexed thereto, sets
12 forth the terms and conditions for settlement and judgment of the Action.

13 The Motion for Final Approval was unopposed. Having considered the Motion
14 for Final Approval, the Settlement Agreement, the supporting Declarations, and all
15 other materials properly before the Court, and due and adequate notice having been
16 given to the Class Members, and the Court having considered all papers filed and
17 proceedings had herein and all oral and written comments received regarding the
18 proposed settlement, and having reviewed the record in this Action, and good cause
19 appearing,

20 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

21 1. Plaintiff and Defendant Ryder Truck Rental, Inc. (“Defendant”) are
22 collectively referred to herein as “the Parties.”

23 2. The Court, for purposes of this Order, refers to all defined terms (*i.e.*,
24 terms with initial capitalization) as set forth in the Settlement Agreement.

25 3. The Court has jurisdiction over the subject matter over this Action, the
26 Class Representative, the Class Members, and Defendant.

27 4. The Court finds that the distribution of the Class Notice, as provided for
28 in the Preliminary Approval Order, constituted the best notice practicable under the

1 circumstances to all Class Members and fully met the requirements of California law
2 and due process under the California and United States Constitution. Based on
3 evidence and other material submitted, the actual notice to the Class was adequate.

4 5. The Court approves the Settlement of the above-captioned Action, as set
5 forth in the Settlement Agreement and each of the releases and other terms, as fair,
6 just, reasonable, and adequate as to the Parties. The Parties are directed to perform in
7 accordance with the terms set forth in the Settlement Agreement.

8 6. The Parties are to bear their own fees and costs, except as otherwise
9 provided in the Settlement Agreement.

10 7. For purposes of effectuating this Order, this Court has certified the
11 following class: “All current and former non-exempt employees of Defendant in
12 California who were paid premium pay and/or on-call pay and received an itemized
13 wage statement that did not include either hours and/or rate associated therewith, at
14 any time from March 30, 2019 through October 14, 2020.” The Court deems this
15 definition sufficient for purposes of Federal Rule of Civil Procedure 23.

16 8. With respect to the settlement class for purposes of approving this
17 Settlement, this Court finds and concludes as follows: (1) the class is so numerous
18 that joinder of all members is impracticable; (2) there are questions of law or fact
19 common to the class; (3) the claims or defenses of Plaintiff are typical of the claims
20 or defenses of the class; and (4) Plaintiff and his counsel – Larry Lee and Nicholas
21 Rosenthal of the Diversity Law Group (“Class Counsel”) – will fairly and adequately
22 protect the interests of the class.

23 9. By this Order, the Class Representative shall release, relinquish, and
24 discharge, and each of the Settlement Class Members shall be deemed to have, and by
25 operation of this Order and the attendant Judgment shall have, fully, finally, and
26 forever released, relinquished, and discharged all Released Claims, as defined in the
27 Settlement Agreement.

28 10. Neither the Settlement Agreement nor the Settlement contained therein,

1 nor any act performed or document executed pursuant to or in furtherance of the
2 Settlement Agreement or the Settlement (i) is or may be deemed to be or may be used
3 as an admission of, or evidence of, the validity of any Released Claim, or of any
4 wrongdoing or liability of Defendant or any of the Released Parties, as defined in the
5 Settlement Agreement; (ii) is or may be deemed to be or may be used as an admission
6 of, or evidence of, any fault or omission of Defendant or any of the Released Parties
7 in any civil, criminal, or administrative proceeding in any court, administrative
8 agency, or other tribunal. Defendant or any of the Released Parties may file the
9 Settlement Agreement and/or this Order and the attendant Judgment from this Action
10 in any other action that may be brought against it or them in order to support a
11 defense or counterclaim based on principles of *res judicata*, collateral estoppel,
12 release, good faith settlement, judgment bar or reduction, or any theory of claim
13 preclusion or issue preclusion or similar defense or counterclaim.

14 11. The Class Members who did not timely opt-out (Request Exclusion) are
15 entitled to payment pursuant to this Order and the attendant Judgment. Neither this
16 Order nor the attendant Judgment will result in the creation of any unpaid residue or
17 residual.

18 12. Class Counsel sought (a) an award of attorneys' fees and costs of
19 \$150,000.00 (33-1/3 percent of the total settlement sum), (b) reasonably-incurred
20 litigation costs in the amount of \$10,820.69, to be paid from the Gross Settlement
21 Amount, (c) Enhancement Payments to Class Representatives in the amounts of
22 \$10,000.00 to Plaintiff Richard Tobin, (d) payment of \$50,000.00, representing any
23 and all allegedly applicable civil penalties under the Private Attorneys General Act
24 (PAGA), \$37,500.00 of which will be paid to the California Labor and Workforce
25 Development Agency (LWDA) from the Gross Settlement Amount, with the
26 remaining \$12,500.00 to be included within the Net Settlement Amount for
27 distribution to the Settlement Class Members, and \$8,200.00 to the Settlement
28 Administrator. Defendant does not oppose these requests.

1 13. The Court finds that the Settlement Amount is fair, reasonable and
2 adequate, and awards the payments set forth below from the Settlement Amount:
3 a. \$150,000 to Class Counsel for attorneys' fees and \$10,820.69 for costs;
4 b. \$10,000.00 to Plaintiff Richard Tobin as an Enhancement Payment;
5 c. \$8,200.00 to the Settlement Administrator;
6 d. \$50,000.00 as civil penalties under PAGA, with \$37,500.00 to be paid to
7 the LWDA and the remaining \$12,500.00 to be included within the Net
8 Settlement Amount for distribution to the Settlement Class Members;
9 e. After deducting the foregoing payments, the remainder shall form the
10 Net Settlement Amount payable to participating Class Members for the
11 value of their individual settlement payments in accordance with the
12 Settlement Agreement and as calculated by the Settlement
13 Administrator.

14 14. Defendant is directed to make payments in accordance with the Parties'
15 Settlement, by and through the Settlement Administrator, in accordance with the
16 Settlement Agreement. The Settlement Administrator is directed to calculate the
17 individual settlement payments from the Net Settlement Amount and issue all
18 payments in accordance with the terms set forth in the Settlement Agreement.

19 15. Following the expiration of the distribution of individual settlement
20 payments to Class Members and deadline for Class Members to cash checks, any
21 unclaimed funds will be issued to the California Unclaimed property department in
22 the name of the Class Member. The distribution of unclaimed funds to the California
23 Unclaimed Property Department results in no "unpaid cash residue," or "unclaimed or
24 abandoned funds" under California Civil Procedure Code section 384, as amended
25 effective June 27, 2018, as the entire Net Settlement Amount will be paid out to the
26 Participating Class Members, whether or not they cash their payment checks.

27 16. The Settlement Administrator will disburse the Net Settlement Amount
28 to all participating Settlement Class Members within twenty (20) business days of the

1 Effective Date, as defined in paragraphs 13 and 60 of the Settlement.

2 17. The Settlement Administrator shall pay the above-stated attorneys' fees
3 and costs to Class Counsel, and Enhancement Awards within twenty (20) business
4 days of the Effective Date, as defined in paragraphs 13 and 60 of the Settlement.

5 18. The Class Representative and the Participating Class Members are
6 permanently barred and enjoined from prosecuting against Defendant and/or the
7 Released Parties, any of the Released Claims.

8 18. The Court reserves exclusive and continuing jurisdiction over the
9 Action, the Class Representative, the Class Members, and Defendant for the purposes
10 of supervising the implementation, enforcement, construction, administration, and
11 interpretation of the this Order and the attendant Judgment.

12 **IT IS SO ORDERED.**

13 Date: _____

14 Judge Jesus G. Bernal
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