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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

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
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
AND ENTRY OF JUDGMENT**

Fed. R. Civ. P. 23

Date: April 12, 2021

Time: 9:00 A.M.

Location: Courtroom 1
3470 Twelfth Street
Riverside, CA 92501

1 Plaintiff Richard Tobin's ("Plaintiff") Motion for Preliminary Approval of Class
2 Action Settlement came on for hearing before this Court, the Honorable Jesus G. Bernal,
3 on April 12, 2021, at 9:00 a.m. Defendant Ryder Truck Rental, Inc. (hereinafter referred
4 to as "Defendant") did not oppose the Motion. The Court having considered the papers
5 submitted in support of the motion and having heard oral argument of the parties, hereby
6 finds and orders as follows:

7 1. The Court hereby preliminarily approves the proposed class settlement
8 upon the terms and conditions set forth in the Settlement Agreement, attached as Exhibit
9 "A" to the Declaration of Nicholas Rosenthal filed in support of Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement ("Rosenthal Declaration"), subject to
11 reservation of any determination on sums to be awarded for fees, costs, and
12 enhancements. The Court finds that on a preliminary basis the Settlement appears to be
13 within the range of reasonableness necessary for preliminary approval by the Court. It
14 appears to the Court that the Settlement amount is fair, adequate, and reasonable as to
15 all potential Class Members when balanced against the probable outcome of further
16 litigation, and ultimately relating to liability and damages issues. It further appears that
17 investigation and research has been conducted such that counsel for the parties at this
18 time are reasonably able to evaluate their respective positions. It further appears to the
19 Court that the Settlement at this time will avoid substantial additional costs by all
20 parties, as well as the delay and risks that would be presented by the further prosecution
21 of the litigation. It appears that the Settlement has been reached as a result of arms-
22 length negotiations.

23 2. The Class is defined as: "All current and former non-exempt employees
24 of Defendant in California who were paid premium pay and/or on-call pay and
25 received an itemized wage statement that did not include either hours and/or rate
26 associated therewith, at any time from March 30, 2019 through October 14, 2020."
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1 3. The Settlement proposed has been negotiated at arm's length and is
2 preliminarily determined to be fair, reasonable, and adequate and in the best interest of
3 the Class defined above and in the Settlement Agreement.

4 4. The Court conditionally finds that, for the purposes of approving this
5 Settlement only and for no other purpose, the proposed Class meets the requirements of
6 certification of Federal Rule of Civil Procedure 23: (1) the class is so numerous that
7 joinder of all members is impracticable; (2) there are questions of law or fact common
8 to the class; (3) the claims or defenses of Plaintiff are typical of the claims or defenses
9 of the class; and (4) Plaintiff and his counsel will fairly and adequately protect the
10 interests of the class..

11 5. The Court hereby preliminarily appoints for settlement purposes only
12 Larry Lee and Nicholas Rosenthal of the Diversity Law Group as Class Counsel.

13 6. The Court confirms Simpluris, Inc. as the Settlement Administrator.
14 Within thirty (30) days of Preliminary Approval of this Settlement by the Court,
15 Defendant shall provide to the Settlement Administrator the Class Data, which shall
16 consist of a database which will list the names, last known addresses and social security
17 numbers for Class Members, and Qualifying Pay Periods for Class Members during the
18 applicable Class Period.

19 7. All Class Members shall be given notice of this Settlement as set forth in
20 the Notice of Class Settlement ("Notice of Class Settlement") attached as Exhibit "1"
21 to the Settlement Agreement;

22 8. The Notice of Class Settlement (and dates selected for the mailing and
23 distribution of the Notice set forth herein) fully complies with the requirements of
24 Federal Rule of Civil Procedure 23 and due process, and constitutes the best notice
25 practicable under the circumstances, and is due and sufficient notice to all persons
26 entitled to notice of settlement.

1 a. No later than thirty (30) days from the date this Order is signed,
2 Defendant's counsel shall provide the names and contact
3 information of all Class Members to Simpluris;

4 b. No later than forty-five (45) days from the date this Order is signed,
5 Simpluris shall mail a Notice of Class Settlement to all Class
6 Members;

7 9. Class Members wishing to be excluded from the Class must submit a
8 request for exclusion from the Settlement on or before the expiration of the opt out
9 period (45 days after the date that the Notice is mailed) ("Response Deadline"). Any
10 such request for exclusion must be in compliance with Paragraph 49 of the Settlement
11 Agreement. The request for exclusion must be returned to the Settlement Administrator
12 as described in Paragraph 49 of the Settlement Agreement.

13 10. Any Class Member who does not request exclusion from the Class during
14 the opt out period may object to the Settlement, either personally or through an attorney,
15 by providing written notice that the Class Member is objecting to the Settlement
16 Administrator, which written Objection must be postmarked on or before the Response
17 Deadline. The Objection must include the Class Member's name, address, and the last
18 four digits of their Social Security Number, if applicable, state the grounds for the
19 objection, be signed by the Class Member or his or her lawful representative, be
20 postmarked on or before the Response Deadline, and returned to the Settlement
21 Administrator. Any Class Member who has provided timely notice that the Class
22 Member is objecting may appear, personally or through an attorney, at the Final
23 Approval Hearing to present the Class Member's objections. However, it is not
24 necessary for a Class Member to provide prior written notice of their intent to appear at
25 the Final Approval Hearing.

26 11. In the event the Settlement Administrator receives back a Class Member's
27 Notice of Class Settlement with a forwarding address, the Settlement Administrator will
28 send the Notice of Class Settlement to the forwarding address. In the event a Class

1 Member's Notice of Class Settlement is returned without a forwarding address, the
2 Settlement Administrator will perform one skip trace in an effort to identify a new
3 address, to which the Settlement Administrator will then send the Notice of Class
4 Settlement assuming another mailing address is identified.

5 12. The Court will conduct a final approval and fairness hearing on
6 _____ at _____, in Department ____ of the above captioned Court
7 to determine the overall fairness of the settlement and to fix the amount of attorneys'
8 fees and costs to class counsel and enhancement to the named Plaintiffs.

9 13. All further proceedings in this action shall be stayed except such
10 proceedings necessary to review, approve, and implement this Settlement.

11 14. To facilitate administration of the Settlement pending the Final Fairness
12 and Approval Hearing, the Court hereby enjoins all Class Members from filing or
13 prosecuting any claims, suits, or administrative proceedings regarding claims released
14 by the Settlement unless and until such Class Member has filed a valid Opt Out with
15 the Settlement Administrator and the Response Deadline has elapsed.

16 15. Entry of this Order is without prejudice to the rights of Defendants or any
17 of the Released Parties to oppose class certification in this action should the proposed
18 Settlement not be granted final approval.

19 16. In the event the Settlement does not become effective in accordance with
20 the terms of the Settlement Agreement or the Settlement is not finally approved or is
21 terminated, the Settlement that is the subject of this Order and this Order and all
22 evidence and proceeding had in connection therewith, shall be rendered null and void
23 and shall be vacated, and the parties shall revert to their respective positions prior to
24 notifying the Court of the settlement of the action, as more specifically set forth in the
25 Settlement.

26 Dated: _____
27 Judge Jesus G. Bernal

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