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Attorneys for Defendant
RYDER TRUCK RENTAL, INC.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RICHARD TOBIN, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendant.

CASE NO: 5:20-cv-01569-JGB-SHK

**CLASS ACTION SETTLEMENT
AGREEMENT**

1 This Class Action Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff Richard Tobin (“Plaintiff” or “Tobin”) and Defendant Ryder Truck
3 Rental, Inc. (“Defendant” or “Ryder”) with regard to the lawsuit filed against
4 Defendant in the case styled *Richard Tobin v. Ryder Truck Rental, Inc.*, U.S. District
5 Court No. 5:20-cv-01569-JGB-SHK.

6 THE SETTLEMENT

7 1. Subject to the Court’s approval pursuant to Rule 23 of the Federal Rules
8 of Civil Procedure, Plaintiff and Defendant have agreed to settle the Civil Action upon
9 the terms and conditions and for the consideration set forth in this Agreement.

10 2. A summary of the terms of the Agreement is as follows:

- 11 • Ryder shall pay a settlement amount of Four Hundred and Fifty
12 Thousand Dollars and No Cents (\$450,000.00), referred to herein
13 as the Gross Settlement Amount, which shall be inclusive of all
14 Settlement Payments to individual Class Members and/or
15 represented individuals, all attorneys’ fees and expenses (including
16 court costs) to be paid to Class Counsel, any Class Representative
17 Enhancement Award, settlement administration costs and
18 expenses, and any and all penalty amounts to be paid regardless of
19 the recipient. In no event shall Defendant be required to pay more
20 than the Gross Settlement Amount under this Agreement. In no
21 event shall any portion of the Gross Settlement Amount revert to
22 Defendant.
- 23 • The Class includes all current and former non-exempt employees
24 of Defendant in California who were paid premium pay and/or on-
25 call pay and received an itemized wage statement that did not
26 include either hours and/or rate associated therewith, at any time
27 during the Class Period. All members of the Class who do not
28 submit a valid and timely written Opt Out shall receive Settlement

1 Payments in accordance with paragraphs 57-63 of the Agreement.

- 2 • The Settlement Administrator shall be Simpluris, Inc. From the
3 Gross Settlement Amount, settlement administration fees in a
4 reasonable amount shall be paid to the Settlement Administrator.
5 Settlement administration fees are estimated to be approximately
6 Nine Thousand Dollars and No Cents (\$9,000.00). If the actual
7 cost of settlement administration is less or more than the amount
8 approved by the Court, those funds shall be added to or subtracted
9 from the Net Settlement Amount.
- 10 • Class Counsel, on behalf of Plaintiff, shall apply to the Court for
11 an Enhancement Award for Plaintiff in an amount not to exceed
12 Ten Thousand Dollars and No Cents (\$10,000.00), which shall be
13 taken from the Gross Settlement Amount to compensate Plaintiff
14 for the risks, time, and expense of his involvement in the Civil
15 Action and securing the benefits of this Agreement for Class
16 Members.
- 17 • From the Gross Settlement Amount, Fifty Thousand Dollars and
18 No Cents (\$50,000.00) shall be allocated to penalties under the
19 California Labor Code Private Attorneys General Act of 2004,
20 California Labor Code Sections 2698, *et seq.* ("PAGA"), 75% of
21 which (*i.e.*, Thirty-Seven Thousand Five Hundred Dollars and No
22 Cents (\$37,500.00)) shall be paid by the Settlement Administrator
23 directly to the California Labor and Workforce Development
24 Agency ("LWDA"). The remaining Twelve Thousand Five
25 Hundred Dollars and No Cents (\$12,500.00) shall be part of the
26 Net Settlement Amount and shall be distributed to the Participating
27 Class Members as part of their Settlement Payments.
- 28 • Class Counsel may seek attorneys' fees of up to One Hundred

1 Fifty Thousand Dollars and No Cents (\$150,000.00), which is one-
2 third of the Gross Settlement Amount and costs of up to Twelve
3 Thousand Five Hundred Dollars and No Cents (\$12,500.00), which
4 Defendant shall not oppose.

5 DEFINITIONS

6 Unless otherwise defined herein, capitalized terms used in this Agreement shall
7 have the meanings set forth below:

8 3. "Civil Action" means the lawsuit filed against Defendant in the case
9 styled *Richard Tobin v. Ryder Truck Rental, Inc.*, Riverside Superior Court Case No.
10 RIC2002000 which was later removed to the United States District Court for the
11 Central District of California and assigned U.S. District Court Case No. 5:20-cv-
12 01569-JGB-SHK.

13 4. "Class", "Classes", "Class Member" or "Class Members" means all
14 current and former non-exempt employees of Defendant in California who were paid
15 premium pay and/or on-call pay and received an itemized wage statement that did not
16 include either hours and/or rate associated therewith, at any time during the Class
17 Period.

18 5. "Class Counsel" means Nick Rosenthal and Larry Lee of Diversity Law
19 Group, P.C. and William L. Marder of the Polaris Law Group LLP.

20 6. "Class Period" means March 30, 2019 through October 14, 2020.

21 7. "Class Released Claims" are defined in paragraphs 74-76 below.

22 8. "Class Representative" or "Plaintiff" means Plaintiff Richard Tobin.

23 9. "Complaint" means the complaint filed on June 1, 2020 by Plaintiff
24 Richard Tobin against Defendant Ryder Truck Rental, Inc. in the Riverside County
25 Superior Court, styled *Richard Tobin v. Ryder Truck Rental, Inc.*, Case No.
26 RIC2002000, which action was later removed to the United States District Court for
27 the Central District of California and assigned U.S. District Court Case No. 5:20-cv-
28 01569-JGB-SHK.

10. "Court" means the United States District Court for the Central District of California.

11. "Defendant" means Ryder Truck Rental, Inc.

12. "Defense Counsel" means Mara D. Curtis and Rafael N. Tumanyan of Reed Smith LLP.

13. "Effective Date" means the first date upon which all of the following events have occurred:

- (i) this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
- (ii) the Court has preliminarily approved the Settlement;
- (iii) notice has been properly given to Class Members, providing them an opportunity to participate in the settlement, object to the settlement, or to opt out of the settlement;
- (iv) the Court has held a Final Fairness and Approval Hearing and entered a Final Order and Judgment approving the Settlement; and
- (v) in the event no appeal is filed, then thirty (30) days have passed after the entry of the Final Order and Judgment, or, if an appeal is filed, then the appeal, writ or other appellate proceeding opposing this Agreement has been finally dismissed. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement has become completely final, and there is no timely recourse by an appellant or objector who seeks to contest the Settlement.

14. "Enhancement Award" means any payment to the Plaintiff for his service to the Class and the individual release as set forth in paragraph 77, which is in addition to whatever payments he may otherwise be entitled to as a Class Member.

15. "Final Fairness and Approval Hearing" means the hearing to be requested by Plaintiff and conducted by the Court after the filing by Plaintiff of an appropriate

1 motion and following appropriate notice to Class Members giving Class Members an
2 opportunity to Opt Out from the Class and Settlement or to object to the Settlement, at
3 which time Plaintiff shall request that the Court finally approve the fairness,
4 reasonableness and adequacy of the terms and conditions of the Settlement, enter the
5 Final Order and Judgment, and take other appropriate action.

6 16. "Final Order and Judgment" means the order and judgment to be entered
7 by the Court upon granting final approval of the Settlement and this Agreement as
8 binding upon the Parties and the Class Members who do not properly and timely
9 submit a written Opt Out.

10 17. "Gross Settlement Amount" means the maximum amount of Four
11 Hundred and Fifty Thousand Dollars and No Cents (\$450,000.00) that Defendant shall
12 be required to pay under this Agreement.

13 18. "Net Settlement Amount" means the amount of money remaining after
14 Class Counsel's attorneys' fees, costs and expenses, any Enhancement Award to the
15 Class Representative, settlement administration costs and expenses, and the PAGA
16 payment to the LWDA are deducted from the Gross Settlement Amount.

17 19. "Notice of Class Settlement" means the form attached hereto as Exhibit 1
18 or whichever form is approved by the Court that shall be mailed to the Class Members
19 to inform them of the terms of this Agreement and their rights and options related
20 thereto. Upon approval by the Court, the Notice of Class Settlement shall be
21 translated into Spanish, and both the English and Spanish versions shall be mailed to
22 the Class Members.

23 20. "Objection" means a Class Member's written objection to the Settlement.
24 Any Objection shall be in the form described in paragraphs 53-55 below.

25 21. "Opt Out" means a written request that a Class Member may submit to be
26 excluded from the Class and the Settlement. Any Opt Out shall be in the form
27 described in paragraphs 49-50 below.

28 22. "PAGA Letter" means the notice of alleged Labor Code violations that

1 Plaintiff Richard Tobin caused to be sent to the LWDA pursuant to Labor Code
2 Section 2699.3(1) on or about March 30, 2020.

3 23. "Participating Class Members" means all Class Members who do not
4 submit a timely and valid Opt Out under the process described in paragraphs 49-50.

5 24. "Parties" means Plaintiff and Defendant.

6 25. "Proof of Work" means document(s) that a Class Member may submit to
7 the Settlement Administrator in order to show that he or she is entitled to payment
8 based upon a different number of Qualifying Pay Periods than the number calculated
9 by the Settlement Administrator based upon Defendant's data. Adequacy of the Proof
10 of Work submitted will be evaluated by Class Counsel, Defense Counsel, and
11 Settlement Administrator. In the event of a disagreement, the Settlement
12 Administrator will make the final decision.

13 26. "Qualifying Pay Periods" means the total number of pay periods that
14 each Class Member received a wage statement with premium pay and/or on-call pay
15 that did not include an indication of either hours and/or the rate associated therewith,
16 while working for Defendant in California during the Class Period.

17 27. "Released Parties" means Defendant Ryder Truck Rental, Inc. and each
18 of its present and former parents, affiliates, divisions and subsidiaries, acquired
19 companies, and each of their respective present and former directors, officers,
20 shareholders, agents, representatives, employees, partners, attorneys, insurers,
21 predecessors, successors, assigns, affiliated companies and entities and any individual
22 or entity that could be jointly liable with any of the foregoing.

23 28. "Response Deadline" means the forty-five (45) day period following the
24 date the Settlement Administrator mails the Notice of Class Settlement to Class
25 Members within which any Class Member may: (a) submit a written Opt Out to be
26 excluded from the Class and this Settlement; (b) submit an Objection; and/or (c)
27 submit Proof of Work contesting his/her Qualifying Pay Periods. The Response
28 Deadline may be extended for certain Class Members only as expressly described in

1 paragraph 46(i) below.

2 29. "Ryder" means defendant Ryder Truck Rental, Inc.

3 30. "Settlement" means the settlement as provided for in this Agreement.

4 31. "Settlement Administrator" means Simpluris, Inc.

5 32. "Settlement Payment" or "Settlement Payments" means the amount
6 payable from the Net Settlement Amount to each Participating Class Member.

7 33. "Settlement Payment Rate" means the gross amount that a Participating
8 Class Member shall receive for each Qualifying Pay Period. The Settlement Payment
9 Rate for each Participating Class Member shall be determined as described in
10 paragraph 59 below.

11 **BACKGROUND**

12 34. The Complaint was filed on June 1, 2020 in the Superior Court of the
13 State of California for the County of Riverside, and, on August 7, 2020, the action was
14 removed to the U.S. District Court for the Central District of California. Prior to
15 filing the Complaint, Plaintiff sent a letter to the California Labor and Workforce
16 Development Agency on or about March 30, 2020 ("PAGA Letter") in order to fulfill
17 the pre-filing requirements under PAGA. Through the Complaint, Plaintiff sought
18 statutory penalties, civil penalties, interest, costs, attorneys' fees, and any other relief
19 deemed appropriate by the Court on the basis of two causes of action for: (1) failure
20 to provide accurate itemized wage statements in violation of Labor Code Section 226;
21 and (2) civil penalties under PAGA based upon, again, the alleged failure to provide
22 accurate itemized wage statements.

23 35. Defendant denies each of the allegations of the Complaint and the PAGA
24 Letter, denies that Defendant has any liability for the claims of Plaintiff, the putative
25 class he purports to represent or any allegedly aggrieved employee, and denies that
26 Plaintiff, the putative class he purports to represent or any allegedly aggrieved
27 employee is entitled to any relief.

28 36. Class Counsel and Defense Counsel have extensive experience in

1 litigating wage and hour class actions in California.

2 37. On November 23, 2020, Plaintiff and Defendant engaged in mediation
3 before Steven Rottman, an experienced mediator in this area of law. The mediation
4 was successful and Plaintiff and Defendant agreed on the principal terms of a
5 settlement and executed a Memorandum of Understanding (“MOU”) to memorialize
6 their agreement. The MOU is superseded in all respects by this Agreement upon
7 execution by Plaintiff and Defendant.

8 38. This Agreement is made in compromise of and embraces all claims
9 against any of the Released Parties as enumerated in paragraphs 74-77 below,
10 including, but not limited to, all claims in the Complaint and the PAGA Letter, for
11 violations of California’s Labor Code and/or Wage Orders, attorney’s fees, penalties,
12 costs and interest.

13 39. Because the settled matter is a putative class action, this Agreement must
14 receive preliminary and final approval by the Court. Accordingly, Plaintiff and
15 Defendant enter into this Agreement on a conditional basis. Should the Court, or any
16 other court taking jurisdiction of this matter, decline to approve all material aspects of
17 the Settlement or make any ruling substantially altering the material terms of the
18 Settlement, the Settlement shall be voidable and unenforceable as to Plaintiff and
19 Defendant, at the option of any party. Subject to the requirements of the immediately
20 preceding sentence, any party may exercise his or its option to void this Settlement by
21 giving notice, in writing, to the other party and to the Court at any time before final
22 approval by the Court of this Settlement. In the event that the Effective Date, as
23 defined herein, does not occur, this Agreement shall be deemed null and void *ab initio*
24 and shall be of no force or effect whatsoever, and shall not be referred to or utilized
25 for any purpose. Defendant denies all of Plaintiff’s and all class and representative
26 claims as to liability and damages. Defendant expressly reserves all rights to
27 challenge any and all such claims and allegations upon all procedural and factual
28 grounds, including the assertion of all defenses, if the Effective Date of the Settlement

1 does not occur. Likewise, Plaintiff expressly reserves all rights to pursue, amend,
2 dismiss or otherwise dispose of the claims covered under this Settlement, including
3 but not limited to seeking damages, restitution, fees, expenses, interest and/or any
4 other monetary amount for the claims included in the Civil Action or for any other
5 claims Plaintiff may have against Defendant, in the event the Effective Date of the
6 Settlement does not occur.

7 40. Plaintiff and Class Counsel have concluded, after taking into account the
8 sharply disputed factual and legal issues involved in the Civil Action, the risks
9 attending further prosecution, and the substantial benefits to be received pursuant to
10 settlement as set forth in this Agreement, that settlement on the terms set forth herein
11 is in the best interest of Plaintiff and the Class, and is fair and reasonable.

12 41. Similarly, Defendant has concluded, after taking into account the sharply
13 disputed factual and legal issues involved in the Civil Action, the risks and expense
14 attending further litigation, and its desire to put the controversy to rest, that settlement
15 on the terms set forth herein is in its best interest and is fair and reasonable.

16 42. This Settlement contemplates (i) entry of an order preliminarily
17 approving the Settlement, (ii) distribution of the Notice of Class Settlement to Class
18 Members, and (iii) entry of a Final Order and Judgment of the Settlement. The Court
19 shall retain jurisdiction over the Civil Action and Parties for purposes of enforcing the
20 Settlement and resolving any disputes relating to the Settlement.

21 **SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

22 **Preliminary Approval of Settlement**

23 43. As soon as practicable, Class Counsel shall submit this Agreement to the
24 Court for its preliminary approval. Plaintiff shall also move the Court to enter a
25 preliminary approval order and to conditionally certify the Class for purposes of this
26 Settlement only. The submission shall also include admissible evidence as may be
27 required for the Court to determine that this Settlement is fair, adequate and
28 reasonable. The submission shall also include the Notice of Class Settlement in the

1 form attached hereto as Exhibit 1 and a proposed order granting preliminary approval
2 of Settlement, which shall, among other things, set a Final Fairness and Approval
3 Hearing date. Plaintiff and Defendant agree that the conditional certification of the
4 Class for settlement purposes only is in no way an admission by any of the Released
5 Parties that class certification would otherwise be proper. Class Counsel shall submit
6 a copy of this Agreement to the LWDA at the same time that it is submitted to the
7 Court, in accordance with California Labor Code section 2699(1)(2).

8 **Notice to Class Members**

9 44. Following the Court's order granting preliminary approval of this
10 Settlement, the Settlement Administrator shall disseminate Notice of Class Settlement
11 in the form attached hereto as Exhibit 1 to the Class Members.

12 **Cooperation**

13 45. The Parties agree to cooperate with each other to accomplish the terms of
14 this Settlement, including, but not limited to, the timely execution of such documents
15 and such other acts as may be reasonably necessary to implement the terms of this
16 Settlement. Neither the Parties nor any of their attorneys or agents shall solicit or
17 encourage any Class Members to exclude themselves from the Settlement or to object
18 to the Settlement. The Parties to the Settlement shall use their best efforts, including
19 all efforts contemplated by this Agreement and any other efforts that may become
20 necessary by Court order, or otherwise, to effectuate this Settlement and the terms set
21 forth herein.

22 **Notice of Class Settlement by Mail**

23 46. The Settlement Administrator shall, within forty-five (45) days of the
24 date of preliminary approval of this Settlement, mail by First-Class United States mail
25 the Notice of Class Settlement to each Class Member, all in English and Spanish,
26 using the most recent address available to the Settlement Administrator for mail
27 delivery. The Settlement Administrator shall perform a reasonable search for a new
28 address for any returned mails without a forwarding address.

(i) Any Notice of Class Settlement returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using the name, address and/or Social Security Number of the Class Member involved, and shall then perform a re-mailing to the Class Member whose Notice of Class Settlement was returned as non-delivered, assuming another mailing address is identified by the Settlement Administrator. In any instance where a Notice of Class Settlement is first returned to the Settlement Administrator within 14 days of the original Response Deadline, and a new address for that Class Member can be located via a first skip-tracing or other search for a new address, the Response Deadline will be extended by 14 days for that Class Member. A letter prepared by the Settlement Administrator will be included in the re-mailed Notice of Class Settlement in that instance, stating the extended Response Deadline. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Notice of Class Settlement does not receive the Notice of Class Settlement, the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Final Order and Judgment.

47. The Notice of Class Settlement to be provided to each Class Member shall set forth the number of Qualifying Pay Periods applicable to the Class Member and the estimated gross Settlement Payment that the Class Member shall receive under this Settlement if the Court grants final approval of the Settlement.

48. If the Class Member wishes to contest the number of Qualifying Pay Periods assigned to him or her by the Settlement Administrator, the Class Member may submit to the Settlement Administrator a written explanation of why he/she believes the Qualifying Pay Period count is inaccurate, which must: (1) include the name, address, and the last four digits of the Social Security Number of the Class

1 Member; (2) include Proof of Work in support of the challenge to the Qualifying Pay
2 Periods; (3) be signed by the Class Member or his or her lawful representative; and (4)
3 be postmarked by the Response Deadline and returned to the Settlement Administrator
4 at the specified address. Any Class Member who contests the number of Qualifying
5 Pay Periods assigned to him or her shall still be bound by this Agreement unless
6 he/she submits a completed, signed and timely Opt Out.

7 **Opt Out**

8 49. Any Class Member seeking to be excluded from the Class and this
9 Settlement shall submit a written Opt Out to the Settlement Administrator by the
10 Response Deadline. The written Opt Out must: (1) contain the name, address, and the
11 last four digits of the Social Security Number of the person requesting exclusion; (2)
12 state the Class Member's request to exclude himself or herself from the Settlement
13 and to opt out of the Settlement; (3) be signed by the Class Member or his or her
14 lawful representative; and (4) be postmarked by the Response Deadline and returned
15 to the Settlement Administrator at the specified address. Any Class Member, who
16 submits a completed, signed and timely written Opt Out shall no longer be a member
17 of any class, shall be barred from participating in this Settlement, shall be barred from
18 objecting to this Settlement, and shall receive no benefit from this Settlement. Any
19 untimely or incomplete Opt Out shall be considered null and void. If a Class Member
20 submits both a completed, signed and timely dispute regarding his or her Qualifying
21 Pay Periods and a completed, signed and timely Opt Out, the Opt Out shall be deemed
22 invalid, and the Class Member shall be a Participating Class Member and participate
23 in this Settlement. The Settlement Administrator shall notify Class Counsel and
24 Defense Counsel of the number of timely opt-outs within seven (7) days after the
25 Response Deadline.

26 50. If more than five percent (5%) of the Class Members opt out of the
27 Settlement by submitting completed, signed and timely written Opt Out, Defendant
28 shall have the right in its sole discretion to rescind and void this Settlement by giving

1 written notice to Class Counsel within ten (10) business days after the Settlement
2 Administrator informs the Parties that the opt out rate exceeded five percent (5%).
3 Should Defendant exercise this clause, it will be solely responsible for any settlement
4 administration costs incurred up to that point and resulting from the withdrawal from
5 the Settlement.

6 **Declaration of Compliance**

7 51. As soon as practicable, but no later than ten (10) days following the close
8 of the Response Deadline, the Settlement Administrator shall provide Class Counsel
9 and Defense Counsel with a declaration attesting to completion of the notice process
10 set forth in this Agreement, the number and names of Opt Outs, and a summary of any
11 disputes raised by any Class Members. This declaration shall be filed with the Court
12 by Class Counsel along with a motion requesting final approval of the Settlement.

13 **Sufficient Notice**

14 52. The Parties agree that compliance with the procedures described in this
15 Agreement constitutes due and sufficient notice to Class Members of this Settlement
16 and the Final Fairness and Approval Hearing, and satisfies the requirements of due
17 process, and that nothing else shall be required of Plaintiff, Class Counsel, Defendant,
18 Defense Counsel, or the Settlement Administrator to provide notice to Class Members
19 of the Settlement and the Final Fairness and Approval Hearing.

20 **Objections to Settlement**

21 53. Any Class Member may object to the Settlement. To object, the Class
22 Member may appear at the Final Fairness and Approval Hearing in person or
23 telephonically, have an attorney object for the Class Member, or submit a written brief
24 or statement of objection informing the Court, Class Counsel, and Defense Counsel in
25 writing of his or her intent to object by following the procedure for written objections
26 set forth in the Notice of Class Settlement no later than the Response Deadline. Any
27 Objection must: (1) state the Class Member's full name, address, and the last four
28 digits of his or her Social Security Number (for identification purposes only); (2) state

1 the grounds for the objection; (3) be signed by the Class Member or his or her lawful
2 representative; and (4) be postmarked on or before the Response Deadline and
3 returned to the Settlement Administrator. The Court may, in its sole discretion, permit
4 any Class Member to lodge objections to the Settlement at the Final Fairness and
5 Approval Hearing, regardless of whether the Class Member has submitted a written
6 objection.

7 54. Any Class Member who does not object prior to or at the Final Fairness
8 and Approval Hearing by the means set forth in paragraph 53 shall be foreclosed from
9 objecting to this Settlement (including but not limited to by appeal), unless otherwise
10 ordered by the Court.

11 55. Class Counsel and Defense Counsel shall file any responses to any
12 written objections submitted to the Court in accordance with this Agreement at least
13 seven (7) days before the Final Fairness and Approval Hearing.

14 **Final Fairness and Approval Hearing**

15 56. On the date set forth by the Court for the Final Fairness and Approval
16 Hearing in the order granting preliminary approval of the Settlement, a Final Fairness
17 and Approval Hearing shall be held before the Court in order to consider and
18 determine: (i) whether the Court should give this Settlement final approval;
19 (ii) whether the Court should approve Class Counsel's application for attorneys' fees,
20 costs and expenses and any Enhancement Award to Plaintiff; and (iii) to hear any
21 timely Objections to the Settlement. At the Final Fairness and Approval Hearing,
22 Plaintiff, Class Counsel, Defendant, and Defense Counsel shall ask the Court to give
23 final approval to this Settlement. If the Court grants final approval of the Settlement,
24 the Settlement Administrator shall post notice of final judgment on its website within
25 seven (7) calendar days of entry of the Final Order and Judgment. Class Counsel shall
26 submit a copy of the Final Order and Judgment to the LWDA within ten (10) days
27 after entry of the Final Order and Judgment in accordance with California Labor Code
28 section 2699(1)(3).

Settlement Payment Procedures

Payments under this Agreement shall be made by the Settlement Administrator as follows:

57. Participating Class Members shall be paid exclusively from the Net Settlement Amount.

58. Plaintiff and Defendant agree that the formula for allocating Settlement Payments to Participating Class Members provided herein is reasonable and that the Settlement Payments are designed to provide a fair settlement. Distribution amongst Participating Class Members based on Qualifying Pay Periods that the Participating Class Member worked in California during the Class Period is fair and reasonable here. Plaintiff and Defendant have agreed that the distribution to each Participating Class Member shall be determined as set forth below.

59. The Settlement Payment to each Participating Class Member shall be determined based on the number of Qualifying Pay Periods during which that Participating Class Member worked in California during the Class Period. The Net Settlement Amount shall be divided by the total number of Qualifying Pay Periods for all Participating Class Members during the Class Period. The result of this division shall yield a Settlement Payment Rate. The gross amount of each Participating Class Member's Settlement Payment shall be calculated by multiplying the number of Qualifying Pay Periods applicable to that Participating Class Member by the Settlement Payment Rate. Since the settlement is exclusively for statutory and civil penalties, there will be no governmentally-required employee tax withholdings and employer payroll taxes deducted from each Settlement Payment.

60. Within ten (10) business days after the Effective Date, Ryder shall transmit the Gross Settlement Amount to the Settlement Administrator. Within twenty (20) business days after the Effective Date, the Settlement Administrator shall transmit to Class Counsel the attorneys' fees, costs and expenses approved by the Court, shall transmit to the Class Representative his Enhancement Award approved by

1 the Court, shall transmit to the LWDA the payment pursuant to PAGA, and shall mail
2 a Settlement Payment to each Participating Class Member. Under no circumstances
3 shall the Settlement Administrator distribute checks to Participating Class Members
4 until all timely disputes regarding Qualifying Pay Periods have been considered,
5 calculated, and accounted for, and the Class Counsel's fees and expenses, costs of the
6 Settlement Administrator, and Enhancement Award have been calculated and
7 accounted for.

8 61. The Settlement Payments are payments for all Class Released Claims for
9 the Class Members. The Settlement Administrator shall be authorized to establish a
10 Qualified Settlement Fund ("QSF") pursuant to Internal Revenue Service ("IRS")
11 rules and regulations in which the Gross Settlement Amount shall be placed and from
12 which payments required by the Settlement shall be made. One hundred percent
13 (100%) of the amount of each Settlement Payment to each Participating Class
14 Member shall be allocated to alleged penalties and interest and shall not be subject to
15 withholding. Each Participating Class Member, Class Counsel, and each Class
16 Representative shall be responsible for remitting to state and/or federal taxing
17 authorities any applicable taxes which may be owed on the portion of any payment
18 received pursuant to this Agreement.

19 62. It is expressly understood and agreed that the receipt of a Settlement
20 Payment shall not entitle any Class Member to compensation or benefits under any
21 company bonus, contest, or other compensation or benefit plan or agreement in place
22 during the applicable Class Period, nor shall it entitle any Class Member to any
23 increased retirement, 401(k) or matching benefits, or deferred compensation benefits.
24 The Parties agree that any Settlement Payments made to Participating Class Members
25 under the terms of this Agreement shall not represent any modification of previously
26 credited length of service or other eligibility criteria under any bonus plan, employee
27 pension benefit plan, or employee welfare plan sponsored by any of the Released
28 Parties, or to which any of the Released Parties are required to make contributions.

1 Further, any Settlement Payments made under this Agreement shall not be considered
2 compensation in any year for purposes of determining eligibility for, or benefit accrual
3 within, any employee pension benefit plan or employee welfare benefit plan
4 sponsored by any of the Released Parties or to which any of the Released Parties are
5 required to make contributions. It is the Parties' intent that the Settlement Payments
6 provided for in the Agreement are the sole payments to be made by Defendant to the
7 Class Members, and that the Class Members are not entitled to any new or additional
8 compensation or benefits as a result of having received the Settlement Payments,
9 notwithstanding any contrary terms in any agreement, contract, benefit or
10 compensation plan document that might have been in effect during the applicable
11 Class Period.

12 63. Any Settlement Payment that remains uncashed after one hundred and
13 eighty (180) days of disbursement shall be void. The Parties agree that this
14 disposition results in no "unpaid cash residue," or "unclaimed or abandoned funds"
15 under California Civil Procedure Code section 384, as amended effective June 27,
16 2018, as the entire Net Settlement Amount will be paid out to the Participating Class
17 Members, whether or not they cash their payment checks. The entire amount of each
18 Participating Class Members' uncashed settlement check(s) shall be turned over to the
19 California State Controller's Office in the name of the individual Participating Class
20 Member. The Parties acknowledge that California Civil Procedure Code section 384
21 and the Doctrine of Cy Pres are not applicable to this Settlement because the terms of
22 the Settlement Agreement expressly provide for the disposition of the entire Net
23 Settlement Amount, whether claimed or unclaimed. None of the settlement funds will
24 revert back to Defendant. Defendant shall not be liable for any additional amount due
25 to this subsequent distribution. In any event, the Class Member nonetheless shall be
26 bound by the release of Class Released Claims and the terms of this Agreement.

27 **The Settlement Administrator**

28 64. The Settlement Administrator shall administer the Settlement, including,

1 but not limited to: (i) translating the Notice of Class Settlement into Spanish; (ii)
2 printing, mailing, and re-mailing (if necessary), in both English and Spanish, the
3 Notice of Class Settlement, and receiving disputes regarding Qualifying Pay Periods,
4 Opt Outs and Objections from Class Members; (iii) preparing and submitting to
5 Participating Class Members and government entities all appropriate tax filings and
6 forms; (iv) computing the amount of and distributing Settlement Payments,
7 Enhancement Award, and Class Counsel attorneys' fees and costs; (v) processing and
8 validating disputes regarding Qualifying Pay Periods, Opt Outs, and Objections; (vi)
9 establishing a QSF, as defined by the Internal Revenue Code; and (vii) sending
10 appropriate notices pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715.

11 65. Settlement administration fees in a reasonable amount shall be paid to the
12 Settlement Administrator from the Gross Settlement Amount. Settlement
13 administration fees are estimated to be approximately Nine Thousand Dollars and No
14 Cents (\$9,000.00). If the actual cost of settlement administration is less or more than
15 the amount approved by the Court, those funds shall be added to or subtracted from
16 the Net Settlement Amount for allocation to Class Members. All costs associated
17 with settlement administration shall come out of the Gross Settlement Amount.

18 66. Defendant shall provide the names, last known addresses, and social
19 security numbers, all to the extent available, for Class Members and Qualifying Pay
20 Periods for Class Members ("Class Data") to the Settlement Administrator no later
21 than thirty (30) calendar days after the Court grants preliminary approval of the
22 Settlement. Class Data shall only be used by the Settlement Administrator for the
23 purpose of calculating Settlement Payments and notifying Class Members of the
24 Settlement. Class Data shall not be disclosed to Class Counsel, the Class
25 Representatives, or any other Class Members without the written consent of
26 Defendant or by order of the Court. The Settlement Administrator shall be
27 responsible for following all privacy laws and taking appropriate steps to ensure that
28 Class Members' personal information is safeguarded and protected from improper

1 disclosure or use. The Settlement Administrator shall run the Class Data list through
2 the National Change of Address database, and shall use the most recent address for
3 each Class Member – either from Defendant’s records or the National Change of
4 Address database – before mailing the Notice of Class Settlement. The Settlement
5 Administrator shall also take reasonable steps to locate any Class Member whose
6 Notice of Class Settlement is thereafter returned as undeliverable. Class Data shall be
7 provided in a secure format to be determined by the Settlement Administrator and
8 Defendant.

9 **Resolution of Disputes Over Qualifying Pay Periods or Settlement Payment**
10 **Calculations**

11 67. In calculating Settlement Payments for each Class Member, Defendant’s
12 records regarding Qualifying Pay Periods of Class Members shall be presumed to be
13 correct. Any Class Member who disagrees with Defendant’s determination of his or
14 her Qualifying Pay Periods as indicated on the Notice of Class Settlement may dispute
15 that calculation to the Settlement Administrator. Defendant’s determination shall be
16 presumed accurate unless clear and compelling documentary evidence is provided by
17 the Class Member to the Settlement Administrator that establishes that a mistake was
18 made by Defendant. The Settlement Administrator shall investigate the dispute,
19 requesting information from Defendant as necessary and make the final determination
20 of whether any additional amount is owed. All such challenges must be received
21 within the forty-five (45) calendar day Response Deadline. In no case shall a dispute
22 result in a payment by Defendant in excess of the Gross Settlement Amount.

23 **Enhancement Award**

24 68. Subject to Court approval, Class Counsel, on behalf of Plaintiff, shall
25 apply to the Court for an Enhancement Award not to exceed Ten Thousand Dollars
26 and No Cents (\$10,000.00) for Plaintiff, which Defendant shall not oppose. The
27 Enhancement Award is to compensate the Plaintiff for the risk, time, and expense of
28 his involvement in the Civil Action and securing the benefits of this Agreement for

1 Class Members. The Enhancement Award is in addition to the Settlement Payment
2 Plaintiff would otherwise be due under the Agreement as a Class Member.

3 **Payment of Class Counsel's Attorneys' Fees, Costs and Expenses**

4 69. Class Counsel shall apply to the Court at the Final Fairness and Approval
5 Hearing for an award of attorneys' fees not to exceed the amount of One Hundred
6 Fifty Thousand Dollars and No Cents (\$150,000.00), which is one-third of the Gross
7 Settlement Amount and an award of costs not to exceed the amount Twelve Thousand
8 Five Hundred Dollars and No Cents (\$12,500.00), both of which shall be paid out of
9 the Gross Settlement Amount. Class Counsel and Defendant agree that such awards
10 of attorneys' fees and costs are reasonable under the circumstances. Nothing in this
11 Agreement shall restrict Plaintiff's or Class Counsel's ability to appeal any decision
12 by the Court to award less than the requested attorneys' fees and costs or Class
13 Representative Enhancement Award. Any order relating to the award of attorney's
14 fees, costs, or the Class Representative Enhancement Award, or any appeal from any
15 order relating thereto or reversal or modification thereof, will not operate to terminate
16 or cancel this Agreement. If the amount of the Enhancement Award, attorneys' fees,
17 and/or costs awarded by the Court is less than the requested amounts, the difference
18 shall serve to increase the Net Settlement Amount to be distributed to Participating
19 Class Members as part of their Settlement Payments. Nothing in this Agreement will
20 require Defendant to pay more than the Gross Settlement Amount under any
21 circumstances.

22 **Taxes and Withholding and Indemnification**

23 70. The Settlement Administrator shall be responsible for ensuring that all
24 tax obligations associated with the Settlement are timely paid to the appropriate
25 governmental taxing authorities.

26 71. Because all Settlement Payments are for alleged penalties, there will be
27 no employer or employee payroll taxes associated with the payments.

28 72. Each party to this Agreement acknowledges and agrees that:

- (i) No provision of this Agreement and no written communication or disclosure between or among the Parties or their attorneys and other advisers is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United State Treasury Department Circular 230 (31 CFR Part 10, as amended);
- (ii) He or she (a) has relied exclusively upon his or her own, independent legal and tax advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on him or her or it; and
- (iii) No attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by him or her of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

73. The Settlement Payments received by Participating Class Members shall be reported by the Settlement Administrator, as required, to the state and federal taxing authorities on IRS forms 1099 or similar forms. Each Participating Class Member shall be responsible for paying all applicable state, local, and federal income taxes on all amounts the Participating Class Member receives pursuant to this Agreement.

RELEASED CLAIMS

74. Providing there is final approval of this Settlement, then as of the date

1 that Ryder transmits the Gross Settlement Amount to the Settlement Administrator,
2 the Class Members who do not timely Opt Out, individually and on behalf of all their
3 respective successors, assigns, agents, attorneys, executors, heirs, and personal
4 representatives, shall fully and finally release and discharge the Released Parties, and
5 each of them, from the Class Released Claims.

6 75. The Class Released Claims include all claims, rights, demands, liabilities,
7 causes of action, and theories of liability of every nature and description, whether
8 known or unknown, that were or could have been alleged against any of the Released
9 Parties arising out of, in connection with, or based on the facts alleged in the operative
10 Complaint and/or the PAGA Letter. This includes, but may not be limited to, claims
11 for failure to provide accurate itemized wage statements, penalties (including but not
12 limited to civil and statutory penalties), damages, interest, costs, or attorneys' fees,
13 and violations of any other local, state, or federal law, whether for economic damages,
14 non-economic damages, penalties, liquidated or punitive damages, restitution, tort,
15 contract, equitable relief, injunctive or declaratory relief, to the extent necessary to
16 effect a full and complete release of the Class Released Claims, including, but not
17 limited to, all claims under any common laws, contract, California Labor Code
18 Sections 96-98.2, *et seq.*, 218.5, 226, and any related provisions, the California Private
19 Attorneys General Act, Labor Code Sections 2698, *et seq.*, California Code of Civ.
20 Proc. Section 1021.5, and/or the California Business & Professions Code Sections
21 17200, *et seq.* This release shall extend to all such claims accrued during the Class
22 Period.

23 76. Within the scope of the release of claims provided by this Settlement,
24 each Class Member shall waive all rights and benefits afforded by Section 1542 of the
25 California Civil Code as to any claims he or she does not know or suspect to exist in
26 his or her favor against any of the Released Parties and does so understanding the
27 significance of that waiver. Section 1542 provides: "**A general release does not**
28 **extend to claims that the creditor or releasing party does not know or suspect to**

1 exist in his or her favor at the time of executing the release and that, if known by
2 him or her, would have materially affected his or her settlement with the debtor
3 or released party.”

4 Release by Tobin

5 77. Upon final approval of the Settlement, Tobin, for himself, his successors,
6 assigns, agents, executors, heirs and personal representatives, spouse and attorneys,
7 and any and all of them, voluntarily and with the advice of counsel, waives and
8 releases any and all claims, obligations, demands, actions, rights, causes of action, and
9 liabilities against any of the Released Parties of whatever kind and nature, character,
10 and description, whether in law or equity, whether sounding in tort, contract, federal,
11 state and/or local law, statute, ordinance, regulation, constitution, common law, or
12 other source of law or contract, whether known or unknown, and whether anticipated
13 or unanticipated, including all claims arising from or relating to any and all acts,
14 events and omissions occurring prior to the date of final approval of this Agreement
15 including, but not limited to, all claims which relate in any way to his alleged
16 employment with any of the Released Parties. Tobin further releases all unknown
17 claims against any of the Released Parties, covered by California Civil Code Section
18 1542, which states: “**A general release does not extend to claims that the creditor**
19 **or releasing party does not know or suspect to exist in his or her favor at the time**
20 **of executing the release and that, if known by him or her, would have materially**
21 **affected his or her settlement with the debtor or released party.”**

22 LIMITATIONS ON USE OF THIS SETTLEMENT

23 No Admission

24 78. Neither the acceptance nor the performance by Defendant of the terms of
25 this Agreement nor any of the related negotiations or proceedings are or shall be
26 claimed to be, construed as, or deemed a precedent or an admission by Defendant of
27 the truth of any allegations in the Complaint or the PAGA Letter.
28

Non-Evidentiary Use

79. Defendant denies that it has failed to comply with the law in any respect, or have any liability to anyone based on the claims asserted in the Civil Action. Plaintiff expressly acknowledges that this Agreement is entered into for the purpose of compromising highly disputed claims and that nothing herein is an admission of liability, wrongdoing, or the propriety of class or representative treatment by Defendant. Neither the Agreement nor any document prepared in connection with the Settlement may be admitted in any proceeding as an admission by Defendant. Notwithstanding this paragraph, any and all provisions of this Agreement may be admitted in evidence and used in any proceeding to enforce the terms of this Agreement, or in defense of any claims released or barred by this Agreement.

Nullification

80. If the Court for any reason does not approve this Settlement for reasons that would require material alterations to the Agreement, this Agreement shall be voidable and unenforceable as to Plaintiff and Defendant at the option of any Party, and if the Agreement is voided, then the Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

81. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety, unless the Parties agree in writing that the remaining provisions shall remain in full force and effect.

MISCELLANEOUS PROVISIONS

82. This Agreement is premised on a Class of 358 individuals who received a total of 8,260 wage statements during Qualifying Pay Periods during the Class Period. Should the actual number of Qualifying Pay Periods for the Class be more than ten percent (10%) higher than 8,260 (*i.e.*, 9,087 or more), then Plaintiff shall have the option of cancelling this settlement. This option must be exercised prior to the mailing by the Settlement Administrator of the Notice of Class Settlement to the Class

1 Members.

2 **No Inducements**

3 83. Plaintiff and Defendant acknowledge that they are entering into this
4 Settlement as a free and voluntary act without duress or undue pressure or influence of
5 any kind or nature whatsoever, and that neither Plaintiff nor Defendant have relied on
6 any promises, representations or warranties regarding the subject matter hereof other
7 than as set forth in this Agreement.

8 **No Prior Assignment**

9 84. The Parties represent, covenant, and warrant that they have not directly
10 or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
11 encumber to any person or entity any portion of any liability, claim, demand, action,
12 cause of action or rights herein released and discharged except as set forth herein.

13 **Construction**

14 85. The Parties agree that the terms and conditions of this Agreement are the
15 result of lengthy, intensive arm's-length negotiations between the Parties and their
16 counsel, and this Agreement shall not be construed in favor of or against any of the
17 Parties by reason of the extent to which any of the Parties or his or its counsel
18 participated in the drafting of this Agreement.

19 **California Law**

20 86. All terms of this Agreement and its exhibits shall be governed and
21 interpreted by and according to the laws of the State of California, without giving
22 effect to any conflict of law principles or choice of law principles.

23 **Captions and Interpretations**

24 87. Paragraph titles or captions contained herein are inserted as a matter of
25 convenience and for reference, and in no way define, limit, extend, or describe the
26 scope of this Agreement or any provision hereof.

27 **Incorporation of Exhibits**

28 88. All exhibits to this Agreement are incorporated by reference and are a

1 material part of this Agreement. Any notice, order, judgment, or other exhibit that
2 requires approval of the Court must be approved without material alteration from its
3 current form in order for this Agreement to be enforceable.

4 **Modification**

5 89. This Agreement may not be changed, altered, or modified, except in a
6 writing signed by the Parties, and approved by the Court. This Agreement may not be
7 discharged except by performance in accordance with its terms or by a writing signed
8 by the Parties.

9 **Reasonableness of Settlement**

10 90. Plaintiff represents that this is a fair, reasonable, and adequate settlement
11 and have arrived at this settlement through arms-length negotiations, taking into
12 account all relevant factors, present and potential.

13 **Integration Clause**

14 91. This Agreement contains the entire agreement between the Parties
15 relating to the Settlement and transaction contemplated hereby, and all prior or
16 contemporaneous agreements, understandings, representations, and statements,
17 whether oral or written and whether by a party or such party's legal counsel, are
18 merged herein. No rights hereunder may be waived except in writing.

19 **Binding On Assigns**

20 92. This Agreement shall be binding upon and inure to the benefit of the
21 Parties and their respective heirs, trustees, executors, administrators, successors and
22 assigns.

23 **No Prevailing Party**

24 93. None of Parties shall be considered a prevailing party for any purpose.
25 Except as otherwise provided for in this Agreement, each of the Parties shall bear its
26 or his own attorney fees and costs.

27 **Class Counsel Signatories**

28 94. It is agreed that because the members of the Class are numerous, it is

1 impossible or impractical to have each member of the Class execute this Agreement.
2 The Notice of Class Settlement shall advise all Class Members of the binding nature
3 of the Agreement, and the Agreement shall have the same force and effect as if this
4 Agreement were executed by each member of the Class.

5 **Counterparts**

6 95. This Agreement, and any amendments hereto, may be executed in any
7 number of counterparts, each of which when executed and delivered shall be deemed
8 to be an original and all of which taken together shall constitute but one and the same
9 instrument. Fax and pdf signatures shall be as valid as original signatures.

10 **Waiver of Right to Object**

11 96. By signing this Agreement, Plaintiff, on behalf of the Class, allegedly
12 aggrieved employees, and himself, agrees to be bound by its terms. Plaintiff further
13 agrees not to request to be excluded from the Class or Settlement and agrees not to
14 object to any of the terms of the Agreement. Any request for exclusion from the
15 Settlement by Plaintiff or any Objection by Plaintiff shall be void and of no force and
16 effect. Likewise, Defendant agrees to be bound by the terms of this Settlement and
17 agrees not to object to any of the terms of the Agreement.

18 **Administration Costs if Settlement Fails**

19 97. If the Settlement is not finally approved by the Court, voided or
20 rescinded, any costs incurred by the Settlement Administrator shall be paid equally by
21 the Parties (half by Plaintiff and/or Class Counsel and half by Defendant).

22 **Final Order and Judgment**

23 98. Upon final approval of the Settlement, a Final Order and Judgment shall
24 be entered by the Court which shall, among other things:

- 25 (i) Grant final approval to the Settlement as fair, reasonable, adequate,
26 in good faith and in the best interests of the Class as a whole, and
27 order the Parties to carry out the provisions of this Agreement.
28 (ii) Adjudge that the Participating Class Members of the Settlement

are conclusively deemed to have released the Released Parties from the Class Released Claims, as more specifically set forth above.

(iii) Prohibit and permanently enjoin each Participating Class Member of the Settlement from pursuing in any fashion against any of the Released Parties any and all of the Class Released Claims.

(iv) Reserve continuing jurisdiction as provided herein.

Limitations on Disclosure

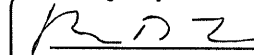
99. Plaintiff and Defendant agree that (except for purposes of enforcement) they shall not issue any press release regarding the Settlement. Plaintiff, Defendant, and their respective counsel agree that they shall not respond substantively to any press inquiry or otherwise communicate with the press regarding this Settlement. Class Counsel shall not utilize this Settlement in any way in their marketing or advertising materials or website. Notwithstanding the above, Class Counsel may communicate to any court the terms of the Settlement for purposes of conditional class certification, and for preliminary approval and final approval of the Settlement.

100. This Agreement, the Settlement, and any proceedings or actions or negotiations in connection therewith shall be deemed settlement communications covered by California Evidence Code Sections 1115-1128, 1152-1154, Federal Rule of Evidence 408, and any other similar provisions or law, and shall not be construed as an admission of truth of any allegation or the validity of any cause of action or claim asserted or of any liability therein.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

DATED: 3/10/2021

DocuSigned by:



RICHARD TOBIN

DATED: _____

RYDER TRUCK RENTAL, INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

Dated: March 9, 2021

DIVERSITY LAW GROUP

By: _____

Nick Rosenthal
Attorneys for Plaintiff

Dated: March 9, 2021

POLARIS LAW GROUP, P.C.

By: _____

William L. Marder
Attorneys for Plaintiff

Dated: March 9, 2021

REED SMITH LLP

By: _____

Mara D. Curtis
Attorneys for Defendant
RYDER TRUCK RENTAL, INC.

1
2
3 DATED: 3/10/2021



4 RYDER TRUCK RENTAL, INC.

5 By: Heather Gatley, VP & Deputy General Counsel
6

7
8 **APPROVED AS TO FORM AND CONTENT:**
9

10 Dated: March 9, 2021

DIVERSITY LAW GROUP

11 By:

12 Nick Rosenthal
13 Attorneys for Plaintiff

14
15 Dated: March 9, 2021

POLARIS LAW GROUP, P.C.

16 By:

17 William L. Marder
18 Attorneys for Plaintiff

19 Dated: March 12, 2021

REED SMITH LLP

20
21 By:

22 
23 Mara D. Curtis
24 Attorneys for Defendant
25 RYDER TRUCK RENTAL, INC.
26
27
28

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Richard Tobin v. Ryder Truck Rental, Inc.

U.S. District Court for the Central District of California Case No. 5:20-cv-01569-JGB-SHK

IF YOU ARE OR WERE AN EMPLOYEE OF RYDER TRUCK RENTAL, INC. (“RYDER”) IN CALIFORNIA THAT RECEIVED ON-CALL AND/OR PREMIUM PAY AT ANY TIME BETWEEN MARCH 30, 2019 AND OCTOBER 14, 2020, THIS CLASS ACTION AND REPRESENTATIVE SETTLEMENT MAY AFFECT YOUR RIGHTS.

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Richard Tobin v. Ryder Truck Rental, Inc.*, U.S. District Court for the Central District of California Case No. 5:20-cv-01569-JGB-SHK (the “Civil Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Civil Action, and to inform you of your rights and options in connection with it and the proposed Settlement. The proposed Settlement will resolve all claims in the Civil Action.

A hearing concerning the Settlement will be held before the Honorable Jesus G. Bernal on _____, at _____, in Courtroom 1 of the U.S. District Court for the Central District of California, 3470 Twelfth Street, 2nd Floor, Riverside, California to determine whether the Settlement is fair, adequate and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, as explained more fully below, you will be considered a Participating Class Member and will receive settlement benefits. You will also give up the right to pursue a separate legal action against Ryder, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You have the option to pursue separate legal action against Ryder about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Class and Settlement. As a result, you will not receive any benefits under the Settlement.
OBJECT	To object to the Settlement, you must write about why you do not like the Settlement by submitting a written Objection. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified the following Class (the “Class”) for settlement purposes: All current and former non-exempt employees of Ryder in California who were paid premium pay and/or on-call pay and received an itemized wage statement that did not include either hours and/or rate associated therewith, at any time between March 30, 2019 and October 14, 2020 (the “Class Period”).

According to Ryder’s records, you are a member of the Class (a “Class Member”).

What is this case about?

Plaintiff Richard Tobin (“Plaintiff” or “Class Representative”) alleged a claim for failure to provide accurate itemized wage statements in violation of Labor Code Section 226 against Ryder. Plaintiff also asserted a claim

QUESTIONS? CALL 1-8XX-XXX-XXXX

for penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, *et seq.* (“PAGA”) based on the violation alleged above. Plaintiff asserted these claims on behalf of all current and former non-exempt employees of Ryder in California who were paid premium pay and/or on-call pay at any time between March 30, 2019 and October 14, 2020.

Ryder denies all liability in the Civil Action and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Ryder contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification or to maintain a representative action.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Ryder (collectively, the “Parties”), through their attorneys, and is not an admission of liability on the part of Ryder. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Ryder’s defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Civil Action are:

Class Counsel

Larry W. Lee (SBN 228175)
lwlee@diversitylaw.com
Kristen M. Agnew (SBN 247656)
kagnew@diversitylaw.com
Nicholas Rosenthal (SBN 268297)
nrosenthal@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Defense Counsel

Mara D. Curtis (SBN 268869)
mcurtis@reedsmith.com
Rafael N. Tumanyan (SBN 295402)
rtumanyan@reedsmith.com
Reed Smith LLP
355 South Grand Avenue
Suite 2800
Los Angeles, CA 90071-1514

William L. Marder, Esq. (SBN 170131)
bill@polarislawgroup.com
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214
Fax: (831) 634-0333

What are the Settlement terms?

Subject to the Court’s final approval, the terms of the Settlement are as follows:

Gross Settlement Amount.

Subject to final Court approval, Ryder will pay \$450,000.00 (the “Gross Settlement Amount”), which shall be inclusive of all payments to individual Class Members (“Settlement Payments”), all attorneys’ fees and expenses (including court costs) to be paid to Class Counsel, any Class Representative Enhancement Awards, settlement administration costs and expenses, and all payments to the State of California Labor and Workforce Development Agency (“LWDA”) for PAGA penalties. In no event will Ryder be required to pay more than the Gross Settlement Amount for the claims under the terms of the Settlement.

Net Settlement Amount.

The “Net Settlement Amount” means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of: (1) subject to Court approval, the Enhancement Award to the Plaintiff in an amount up to \$10,000 for his service to the class as Class Representative and an individual release; (2) the Settlement administration costs to the Settlement Administrator, Simpluris, Inc., estimated at approximately \$9,000; (3) a payment of \$37,500 to the LWDA; and (4) Class Counsel’s attorneys’ fees payment in an amount up to \$150,000 and Class Counsel’s litigation costs payment in an amount up to \$12,500. All of these payments are subject to Court approval.

Settlement Formula and Distribution.

If you are a Class Member and do not submit a valid and timely Opt Out, you will receive a Settlement Payment determined based on the number of other Class Members that do not submit a valid and timely Opt Out (the “Participating Class Members”) and your Qualifying Pay Periods.

According to Ryder’s records, you were employed during [REDACTED] Qualifying Pay Periods between March 30, 2019 through October 14, 2020. “Qualifying Pay Periods” means the total number of pay periods that each Class Member received a wage statement with premium pay and/or on-call pay that did not include an indication of hours and/or the rate associated therewith, while working for Ryder in California during the Class Period. **Please be aware that Qualifying Pay Periods do not include every pay period that you were employed during the Class Period, instead it only includes those pay periods when you received a wage statement with premium pay and/or on-call pay that did not include an indication of hours and/or rate associated therewith.**

The Net Settlement Amount shall be divided by the total number of Qualifying Pay Periods for all Participating Class Members during the Class Period. The result of this division shall yield a Settlement Payment Rate (the “Settlement Payment Rate”). The gross amount of each Participating Class Member’s Settlement Payment shall be calculated by multiplying the number of Qualifying Pay Periods applicable to that Participating Class Member by the Settlement Payment Rate.

Pursuant to this calculation, your projected Settlement Payment under the Settlement based on your membership in the Class would be approximately \$ [REDACTED]. Taxes will not be deducted from each Settlement Payment. Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice in connection with the Settlement Payment. In addition, if additional Class Members are identified, your Settlement Payment may be reduced based on the above formula.

If you disagree with the number of Qualifying Pay Periods written on this Notice of Class Settlement, you must submit a written explanation of why you believe the Qualifying Pay Period count is inaccurate. The written explanation must be submitted to the Settlement Administrator and must: (1) contain your name, address, and the last four digits of your Social Security Number; (2) include documents or other evidence in support of your challenge to the number of Qualifying Pay Periods allocated to you; (3) be signed by you or your lawful representative; and (4) be postmarked by [Response Deadline] and returned to the Settlement Administrator at the address specified below.

If you wish to dispute the number of Qualifying Pay Periods allocated to you, the Settlement Administrator to whom your optional written explanation disputing the number of Qualifying Pay Periods allocated to you must be mailed is:

[Simpluris, Inc.]

[Address]

[City, State Zip]

Do not use a postage meter because that may not result in a postmark appearing on the envelope containing your optional written explanation.

In any case, unless you submit a valid and timely Opt Out, you will be bound by all the terms of the Settlement, including a release of claims, as set forth above, that will prevent you from suing the Released Parties for the claims that are released as stated above.

The Settlement Administrator will review your written explanation and any supporting documentation that you provide, as well as Ryder's records, to resolve any disputes regarding the accurate number of Qualifying Pay Periods. Ryder's calculation of your Qualifying Pay Periods will be presumed accurate unless you submit clear and compelling documentary evidence that establishes that a mistake was made by Ryder.

If any settlement check remains uncashed after 180 days from issuance, the Settlement Administrator will cancel those checks and shall pay the funds represented by such un-redeemed checks to the California State Controller's Office, as unclaimed property, in the name of the individual Class Member. In that event, the Class Member nonetheless shall be bound by the terms of the Settlement.

What claims are being released by the proposed Settlement?

Providing there is final Court approval of this Settlement, then as of the date that Ryder transmits the Gross Settlement Amount to the Settlement Administrator, Class Members who do not Opt Out, individually and on behalf of all their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall be deemed to have fully, finally, and forever released the Released Parties from all Class Released Claims.

"Class Released Claims," as to the Class Members who do not Opt Out, shall mean all claims, rights, demands, liabilities, causes of action, and theories of liability of every nature and description, whether known or unknown, that were or could have been alleged against any of the Released Parties arising out of, in connection with, or based on the facts alleged in the operative Complaint and/or the PAGA Letter. This includes, but may not be limited to, claims for failure to provide accurate itemized wage statements, penalties (including but not limited to civil and statutory penalties), damages, interest, costs, or attorneys' fees, and violations of any other local, state, or federal law, whether for economic damages, non-economic damages, penalties, liquidated or punitive damages, restitution, tort, contract, equitable relief, injunctive or declaratory relief, to the extent necessary to effect a full and complete release of the Class Released Claims, including, but not limited to, all claims under any common laws, contract, California Labor Code Sections 96-98.2, *et seq.*, 218.5, 226, and any related provisions, the California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, California Code of Civ. Proc. Section 1021.5, and/or the California Business & Professions Code Sections 17200, *et seq.* This release shall extend to all such claims accrued during the Class Period. Within the scope of the release of claims provided by this Settlement, each Class Member shall waive all rights and benefits afforded by Section 1542 of the California Civil Code as to any claims he or she does not know or suspect to exist in his or her favor against any of the Released Parties and does so understanding the significance of that waiver. Section 1542 provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The "Released Parties" are defined as follows: Defendant Ryder Truck Rental, Inc. and each of its present and former parents, affiliates, divisions and subsidiaries, acquired companies, and each of their respective present and former directors, officers, shareholders, agents, representatives, employees, partners, attorneys, insurers, predecessors, successors, assigns, affiliated companies and entities and any individual or entity that could be jointly liable with any of the foregoing.

HOW TO RECEIVE YOUR SETTLEMENT PAYMENT?

You do not need to do anything to receive a Settlement Payment. No Settlement Payments will be made unless and until the Court grants final approval of the Settlement.

TO REQUEST EXCLUSION FROM THE SETTLEMENT AND THE CLASS

If you do not want to be part of the Class and Settlement, you must submit a written request to be excluded from both (the "Opt Out") to the Settlement Administrator at the following address, postmarked on or before **[Response Deadline]**:

Simpluris, Inc.
[Address]
[City, State Zip]

In order to be valid, your written Opt Out must: (1) contain your name, address, and the last four digits of your Social Security Number; (2) state your request to exclude yourself from the Settlement and to opt out of the Settlement; (3) be signed by you or your lawful representative; and (4) be postmarked on or before **[Response Deadline]** and returned to the Settlement Administrator at the specified address. If you do not submit a timely and valid written Opt Out, you will be bound by the release of Class Released Claims as described above and all other terms of the Settlement. If you timely submit a valid, signed written Opt Out, you will have no further role in the Civil Action, and you will not be entitled to any benefit as a result of the Civil Action and Settlement. **You cannot object to the Settlement if you submit an Opt Out.**

TO OBJECT TO THE SETTLEMENT

If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you may appear at the Final Fairness and Approval Hearing in person or telephonically, have an attorney object for you, or submit a written brief or statement of objection ("Objection") to the Settlement Administrator at the following address:

Simpluris, Inc.
[Address]
[City, State Zip]

If you submit a written objection, the Objection must: (1) state your full name, address, and the last four digits of your Social Security Number (for identification purposes only); (2) state the grounds for the objection; (3) be signed by you or your lawful representative; and (4) be postmarked on or before **[Response Deadline]** and returned to the Settlement Administrator at the address listed above. You can also hire an attorney at your own expense to represent you in your objection. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Class Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

WHAT IF I DO NOTHING?

If you do nothing, you will receive a Settlement Payment if the Court grants final approval of the Settlement. If you do nothing, you will be bound by the terms of the Settlement, including the release of Class Released Claims, and barred from suing Ryder or any of the other Released Parties on the Class Released Claims.

What is the next step in the approval of the Settlement?

The Final Fairness and Approval Hearing on the fairness and adequacy of the proposed Settlement, including the plan of distribution, the payment of attorneys' fees and costs, the claims process, the Enhancement Award to the Class Representative, the PAGA payment, or any other aspect of the Settlement will be held on _____, at _____, in Courtroom 1 of the U.S. District Court for the Central District of California, 3470 Twelfth Street, 2nd Floor, Riverside, California. The Final Fairness and Approval Hearing may be moved or continued without further notice. You are not required to attend the Final Approval Hearing to receive a Settlement Payment. If you choose to attend the Final Approval Hearing, you may appear in person or remotely.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator for this case for a period of at least 90 days following the entry of that Order in the Court record. That website is: **<<website>>**.

How can I get additional information?

This Notice summarizes the Civil Action and the basic terms of the Settlement. More details are in the Settlement Agreement. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed

above. If you have questions regarding the Settlement, you may contact the Settlement Administrator at 1-XXX-XXXX.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE OR THE SETTLEMENT.