


(SIGNATURE)

PLAINTIFF/PETITIONER: Amit Singh
 DEFENDANT/RESPONDENT: Ryder Truck Rental, Inc.

CASE NUMBER:
 21STCV22972

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 23, 2025

Jhessica Tor

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT A

Electronically Received 05/19/2025 02:29 PM

FILED
Superior Court of California
County of Los Angeles

05/22/2025

David W. Stryker, Executive Officer / Clerk of Court

By: A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

AMIT SINGH, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

RYDER TRUCK RENTAL, INC., a Florida
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV22972

[Assigned to Honorable Stuart M. Rice

Department 1]

**~~[REVISED PROPOSED]~~ ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: May 19, 2025

Time: 4:00 p.m.

Department: 1

Complaint Filed: June 17, 2021

FAC Filed: May 12, 2022

Jury Trial Date: None Set

1 Before the Court is Plaintiff Amit Singh’s (“Plaintiff”) Unopposed Motion for Preliminary
2 Approval of Class Action and PAGA Settlement (“Motion”). Plaintiff and Defendant Ryder Truck
3 Rental, Inc. (“Defendant”) are collectively referred to herein as the “Parties”.

4 The Parties have agreed to a settlement upon the terms and conditions set forth in the
5 Amended Class Action and PAGA Settlement Agreement (“Agreement”), which is attached as
6 **Exhibit A** to the Supplemental Declaration of Vartan Madoyan.¹ If the settlement receives final
7 approval, then there would be full and final resolution of this action pursuant to the terms of the
8 Agreement.

9 Having reviewed Plaintiff’s Motion and all papers submitted in support thereof, including
10 the Agreement and the Exhibits thereto, the Declaration of Plaintiff Amit Singh, the Declaration
11 of Vartan Madoyan and the Exhibits thereto, and all supplemental declarations, and good cause
12 appearing, IT IS HEREBY ORDERED THAT:

13 1. The Court hereby GRANTS preliminary approval of the class action and
14 representative action settlement upon the terms and conditions set forth in the Agreement. The
15 Court preliminary finds that the terms of the settlement are fair, reasonable, and adequate, subject
16 to further consideration at the Final Fairness and Approval Hearing described below.

17 2. For purposes of this Preliminary Approval Order (“Order”), the Court hereby
18 adopts and incorporates all definitions set forth in the Agreement.

19 3. The Court preliminary finds that the settlement is the product of informed, non-
20 collusive negotiations conducted at arms’ length by the Parties. The Court has considered the
21 alleged merit of Plaintiff’s claims, Defendant’s potential liability and defenses, the allocation of
22 settlement proceeds among the Participating Class Members and PAGA Employees, and the fact
23 that the settlement represents a compromise of the Parties’ respective positions.

24 4. Solely for the purpose of settlement in accordance with the Agreement, the Court
25 finds that the requirements applicable to preliminary settlement approval of class actions have been
26 satisfied, and the Court hereby certifies, for settlement purposes only, the following class

27 _____
28 ¹ Capitalized terms herein shall have the same definitions as in the Agreement and those definitions are
incorporated herein by reference.

(collectively, the “Class”): All current and former hourly-paid or non-exempt employees of Defendant who were employed in California at any time during the Class Period [*i.e.*, June 17, 2017 through October 13, 2023].

5. Pursuant to the Agreement, and for settlement purposes only, the Court further finds that:

- a. The Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Class, which predominate over the questions affecting only individual members;
- c. Plaintiff Amit Singh will fairly and adequately protect the interests of the Class and is, therefore, appointed as the representatives of the Class (“Class Representative”);
- d. The claims of the Class Representative is typical of the claims of the Class;
- e. Class/PAGA Counsel – *i.e.*, Edwin Aiwasian, Arby Aiwasian, Joanna Ghosh, Vartan Madoyan, and Helene Mayer of Lawyers *for* Justice, P.C. – will fairly and adequately protect the interests of the Class, are qualified to represent the Class, and are, therefore, appointed as attorneys for the Class for purposes of settlement; and
- f. Certification of the Class is superior to other available methods for fair and efficient adjudication of the controversy.

6. The estimated Gross Settlement Amount and Net Settlement Amount (after various deductions are made as prescribed by the Agreement), are as follows:

Gross Settlement Amount	\$3,350,000.00
Estimated Administration Costs	\$16,000.00
Estimated Litigation Costs	\$30,000.00
Estimated Attorneys’ Fees	\$1,116,666.67
Estimated Enhancement Award	(The Court typically awards \$7,500 \$15,000.00 absent unusual circumstances)
Estimated PAGA Fund	\$400,000.00

Estimated Net Settlement to Class

\$1,772,333.33

7. The PAGA Employees are defined as: All individuals who were employed by Defendant in a non-exempt position at any time during the PAGA Period [*i.e.*, April 13, 2020 through October 13, 2023] in the State of California.

8. Simpluris, Inc. is hereby appointed to serve as the Settlement Administrator. The Settlement Administrator will administer the applicable provisions of the Agreement, including but not limited to: (i) translating the Notice of Class and PAGA Settlement and Opt Out Form into Spanish; (ii) printing, mailing, and re-mailing (if necessary), in both English and Spanish, the Notice of Class and PAGA Settlement, and receiving Opt Outs and Objections from Class Members; (iii) preparing and submitting to Participating Class Members and PAGA Employees and government entities all appropriate tax filings and forms; (iv) computing the amount of and distributing Individual Settlement Payments, PAGA Payment Shares, Class Representative Enhancement Awards, and Class/PAGA Counsel attorneys' fees and costs; (v) processing and validating Proof of Work forms, Opt Outs, and Objections; and (vi) establishing a qualified settlement fund, as defined by the Internal Revenue Code.

9. Pursuant to the terms of the Agreement, Defendant is hereby directed to prepare and provide the Class Data to the Settlement Administrator within thirty (30) days of entry of this Order.

10. Pursuant to the terms of the Agreement, Simpluris, Inc. is hereby directed to mail the Notice of Class and PAGA Settlement to all Class Members and PAGA Employees via first-class regular U.S. Mail within forty-five (45) days of entry of this Order.

11. Pursuant to the terms of the Agreement and the notice requirements articulated in Labor Code Section 2699(1)(2), Plaintiff submitted the proposed settlement to the Labor and Workforce Development Agency (LWDA) at the time this Motion was submitted to this Court for approval.

12. The Court approves as to form and content the Notice of Class and PAGA Settlement ("Notice") attached hereto as **EXHIBIT 1** (which the Parties have revised pursuant to

1 the Court's requirements), and the Opt Out Form attached hereto as **EXHIBIT 2**. The Court finds
2 that the distribution of the Notice in the manner set forth in this Order and the Agreement is the
3 best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to
4 all members of the Class and the PAGA Employees, complying fully with the requirements of
5 California law, the California Constitution, and any other applicable law, and shall constitute due
6 and sufficient notice to all Class Members and PAGA Employees entitled thereto.

7 13. Any Class Member may request to be excluded from the Class and the Class
8 Released Claims by timely submitting the Opt Out Form attached herein as Exhibit 2. Any such
9 request to Opt Out will be timely only if postmarked no later than the Response Deadline (or
10 extended Response Deadline as applicable), as defined in the Agreement. Any Class Member who
11 submits a completed, signed, and timely written Opt Out Form shall not be a member of the
12 settlement class, shall be barred from participating in this settlement, shall be barred from objecting
13 to this settlement, and shall receive no benefit from this settlement, except that Class Members
14 who are in the group of PAGA Employees will still receive their PAGA Payment Share and will
15 release the PAGA Released Claims. Class Members shall be bound by this Agreement and shall
16 release all Class Released Claims unless they submit a completed, signed, and timely Opt Out.
17 PAGA Employees shall release all PAGA Released Claims regardless of whether the individual
18 has submitted a valid request to Opt Out of the Settlement and the release of the Class Released
19 Claims.

20 14. Because this settlement resolves claims and actions brought pursuant to PAGA by
21 Plaintiff acting as a proxy and as Private Attorneys General of, and for, the State of California and
22 the LWDA, no PAGA Employee has the right to exclude himself or herself or Opt Out from the
23 release of the PAGA Released Claims. PAGA Employees will be bound by the release of the
24 PAGA Released Claims upon the approval of the Agreement by the Court at the Final Fairness
25 and Approval Hearing, regardless of whether he or she requested exclusion by submitting an Opt
26 Out as a Class Member, and regardless of whether he or she cashes a payment from the PAGA
27 Fund. No PAGA Employee has the right to object to the terms of the settlement in his or her
28 capacity as a PAGA Employee.

1 15. Any Class Member wishing to object to this settlement shall inform the Court,
2 Class/PAGA Counsel, and Defense Counsel in writing of his or her intent to object by following
3 the procedure set forth in the Notice and prescribed by Paragraphs 62-63 of the Agreement. Any
4 Class Member who intends to object to the Agreement must submit his or her objection to the
5 Settlement Administrator with a postmark on or before the Response Deadline (or extended
6 Response Deadline if applicable).

7 16. Any Class Member who has submitted such written objections may, but is not
8 required to, appear himself or herself, or through counsel, at the Final Fairness and Approval
9 Hearing and object to the approval of the settlement or the award of attorneys' fees and
10 reimbursement of costs to counsel. The Parties may file any response to the objections submitted
11 by objecting Class Members, if any, at least seven (7) days before the Final Fairness and Approval
12 Hearing.

13 17. Any Class Member who does not make his or her objection(s) in the manner so
14 provided herein and in the Notice shall be deemed to have waived such objection(s) and shall
15 forever be foreclosed from making any objection(s) to the fairness or adequacy of the proposed
16 settlement as incorporated in the Agreement, making objection(s) to the award of attorneys' fees
17 and reimbursement of expenses to counsel, and the right to appeal any orders that are entered
18 relating thereto.

19 18. The Final Fairness and Approval Hearing shall be held on
20 November 21, 2025 at 10:30 a.m./~~p.m.~~, before the Honorable Stuart M. Rice in
21 Department 1 of the Los Angeles Superior Court for the State of California, located at 312 N.
22 Spring St, Los Angeles, CA 90012. At that time, the Court shall determine: (a) whether the
23 proposed settlement of the Civil Action on the terms and conditions provided for in the Agreement
24 is fair, just, reasonable, and adequate and should be finally approved; (b) whether judgment as
25 provided in the Agreement should be entered herein; (c) whether to approve Class/PAGA
26 Counsel's application for an award of attorneys' fees and costs, and any Class Representative
27 Enhancement Award to Plaintiff; and (d) to hear any timely objections to the settlement.

28 19. The Court reserves the right to adjourn the date of the Final Fairness and Approval

Hearing and any adjournment thereof without further notice to the Class Members or the PAGA Employees, and retains jurisdiction to consider all further applications arising out of or connected with the settlement. The Court may approve the settlement, with such modifications as may be agreed to by the Parties to the settlement, if appropriate, without further notice to the Class Members or the PAGA Employees.

20. All proceedings in this matter except those contemplated herein and in the Agreement are stayed and suspended until further order of this Court.

21. Pending the Final Fairness and Approval Hearing, Plaintiff, the Participating Class Members, and the PAGA Employees are hereby enjoined from prosecuting the Class Released Claims and PAGA Released Claims against Defendant and/or the Released Parties.

22. Certification under this Order is for settlement purposes only, and shall not constitute or be construed as a finding by the Court, or an admission on the part of Defendant or any of the Released Parties, of any fault or omission with respect to any claim or that this action is appropriate for class treatment for litigation purposes. Entry of this Order is without prejudice to the rights of Defendant or any of the Released Parties to oppose class certification in this action should the proposed settlement not be granted final approval.

23. If for any reason the Court does not execute and file a Final Order and Judgment, or if the Effective Date of the settlement, as defined in the Agreement, does not occur for any reason whatsoever, the Agreement and the proposed settlement that is the subject of this Order, and all evidence and proceedings had in connections therewith, shall be without prejudice to the *status quo ante* rights of the Parties to the litigation, as more specifically set forth in the settlement.

IT IS SO ORDERED.

Dated: May 22, 2025



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

HONORABLE STUART M. RICE

EXHIBIT 1

NOTICE OF CLASS AND PAGA SETTLEMENT

Amit Singh v. Ryder Truck Rental, Inc., Los Angeles Superior Court No. 21STCV22972

IF YOU ARE OR WERE AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE OF RYDER TRUCK RENTAL, INC. (“DEFENDANT”) IN CALIFORNIA AT ANY TIME BETWEEN JUNE 17, 2017 THROUGH OCTOBER 13, 2023, THIS CLASS ACTION AND PAGA 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 and representative action lawsuit entitled *Amit Singh v. Ryder Truck Rental, Inc., Los Angeles Superior Court No. 21STCV22972* (the “Civil Action”). The purpose of this Notice of Class and PAGA 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 Stuart M. Rice in Department 1 of the Los Angeles Superior Court for the State of California, located at 312 N. Spring St, Los Angeles, CA 90012, to determine whether the Settlement is fair, adequate, and reasonable. The proposed Settlement will resolve all claims that were alleged or could have been alleged in the Civil Action. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLASS RELEASED CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT. IN ADDITION, THIS PROPOSED SETTLEMENT RELEASES CLAIMS UNDER THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”). IF YOU WERE AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE OF DEFENDANT IN CALIFORNIA AT ANY TIME BETWEEN APRIL 13, 2020 THROUGH OCTOBER 13, 2023 (I.E., THE PAGA PERIOD), YOU WILL RECEIVE A PAGA PAYMENT SHARE UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF PAGA RELEASED CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT. YOU CANNOT REQUEST TO BE EXCLUDED FROM THE RELEASE OF THE PAGA RELEASED CLAIMS, REGARDLESS OF WHETHER YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT OF THE CLASS RELEASED CLAIMS.

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 Defendant for the same or similar claims in this lawsuit as detailed further below in the section describing the released claims.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	You have the option to pursue separate legal action against Defendant with respect to the claims in this lawsuit except for the PAGA Released Claims (defined below). If you would like to retain the option to do so, you must submit a written request to be excluded from the Class and the Settlement of Class Released Claims (“Opt Out”). If you elect to be excluded as such, you will not receive any benefits under the Settlement apart from the benefits that are allotted to you as a PAGA Employee, if any. As discussed below, please also be aware that the release of the PAGA Released Claims is binding on the PAGA Employees regardless of whether an individual has submitted a valid request to be excluded from the

QUESTIONS? CALL **1-888-250-6810**

	Settlement and the release of the Class Released Claims. If you are a PAGA Employee who has requested to be excluded from the Settlement and the release of the Class Released Claims, you will still receive your PAGA Payment Share and will still release the PAGA Released Claims.
OBJECT	To object to the Settlement, you must set forth why you oppose the Settlement by submitting a written Objection. This option is available only if you do not exclude yourself from the Settlement. You must remain a member of the lawsuit to object to the Settlement.

Who is affected by this proposed Settlement?

The Court has certified the following Class (the “Class,” “Class Member,” or “Class Members”) for settlement purposes: All current and former hourly-paid or non-exempt employees of Defendant who were employed in California at any time during the Class Period [*i.e.*, June 17, 2017 through October 13, 2023] (the “Class Period”).

The Court has also approved the following “PAGA Employees” definition for settlement purposes: All individuals who were employed by Defendant in a hourly-paid or non-exempt position in California at any time between April 13, 2020 through October 13, 2023 (the “PAGA Period”).

According to Defendant’s records, you are a member of the Class [**and a PAGA Employee**].

What is this case about?

Plaintiff Amit Singh (“Plaintiff” or “Class Representative”) alleged claims for failure to pay wages, including, but not limited to, overtime and minimum wages, failure to provide meal periods or to pay premiums in lieu thereof, failure to provide rest periods or to pay premiums in lieu thereof, failure to timely pay wages upon separation from employment, failure to timely pay wages during employment, failure to provide timely and accurate itemized wage statements, failure to maintain or provide records, failure to reimburse business expenses, unfair competition, as well as a representative claim for penalties pursuant to the California Labor Code Private Attorney General Act of 2004, Labor Code Sections 2698, *et seq.* (“PAGA”) based on the violations alleged above. Plaintiff asserted these claims on behalf of the Class Members and PAGA Employees. Plaintiff sought damages, restitution, civil penalties, statutory penalties, pre-and post-judgment interest, costs, and attorneys’ fees.

Defendant 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. Defendant 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 Defendant (collectively, the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. 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 and PAGA Employees.

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

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Civil Action are:

Class Counsel

Edwin Aiwazian (SBN 232943)
edwin@calljustice.com
Joanna Ghosh (SBN 272479)
joanna@calljustice.com
Vartan Madoyan (SBN 279015)
vartan@calljustice.com

Defense Counsel

Mara D. Curtis (SBN 268869)
mcurtis@reedsmith.com
Rafael N. Tumanyan (SBN 295402)
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Los Angeles, CA 90071
Telephone: +1 213 457 8000
Facsimile: +1 213 457 8080

What are the Settlement terms?

Subject to the Court's final approval, the key terms of the settlement are as follows:

Gross Settlement Amount

Subject to final Court approval, Defendant will pay Three Million Three Hundred And Fifty Thousand Dollars and Zero Cents (\$3,350,000.00) (the "Gross Settlement Amount"), which shall be inclusive of all payments to individual Class Members ("Individual Settlement Payments"), all attorneys' fees and expenses (including court costs) to be paid to Class/PAGA Counsel, any Class Representative Enhancement Award, settlement administration costs and expenses, and all payments to PAGA Employees and the State of California Labor and Workforce Development Agency ("LWDA") for PAGA penalties. In no event will Defendant be required to pay more than the Gross Settlement Amount for the claims under the terms of the Settlement.

Net Settlement Amounts

The "Net Class 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 Class Representative Enhancement Award to Plaintiff in an amount up to \$15,000.00 for his services to the class²; (2) the Settlement administration costs to the Settlement Administrator, Simpluris, Inc., estimated at approximately \$16,000.00; (3) \$400,000.00 for PAGA payments to the LWDA and the PAGA Employees ("PAGA Fund") (75% of this or \$300,000.00 shall be paid to the LWDA and \$100,000.00 shall be distributed to the PAGA Employees as discussed herein); and (4) Class/PAGA Counsel's attorneys' fees payment in an amount up to \$1,116,666.67 and Class/PAGA Counsel's litigation costs payment in an amount up to \$30,000.00. All of these payments are subject to Court approval.

The "Net PAGA Settlement Amount" means the One Hundred Thousand Dollars and Zero Cents (\$100,000.00) that will be disbursed to the PAGA Employees from the PAGA Fund. The remaining Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) of the PAGA Fund will be paid to the LWDA.

Settlement Formula

(a) Class Payment Share (Individual Settlement Payment)

If you are a Class Member and do not submit a valid and timely Opt Out, you will receive an Individual 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 Defendant's records, you are a Class Member and you worked during [REDACTED] Qualifying Pay Periods between June 17, 2017 through October 13, 2023. "Qualifying Pay Periods" means the total number weeks that a Class Member worked for Ryder Truck Rental, Inc. in California during the Class Period.

The Net Class 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 Individual Settlement Payment shall be calculated by multiplying the number of Qualifying Pay Periods applicable to that Participating Class Member by the Settlement Payment Rate.

² Separate and apart from the Gross Settlement Amount, Defendant has agreed to pay Plaintiff Fifty-Thousand Dollars and Zero Cents (\$50,000.00) in exchange for a general release of all claims.

Pursuant to these calculations, your projected Individual Settlement Payment under the Settlement based on your membership in the Class would be approximately \$ [REDACTED]. 30% of your Individual Settlement Payment is allocated as unpaid wages and is paid net of all applicable payroll taxes, including your share of any federal, state, and/or local payroll tax withholdings, and shall be reported on an IRS Form W-2. 70% of your projected Individual Settlement Payment is allocated to alleged penalties and interest and shall not be subject to any withholdings. 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 any Individual Settlement Payment. In addition, if additional Class Members are identified, your Individual Settlement Payment may be reduced based on the above formula.

(b) PAGA Payment Share

As noted above, the PAGA Fund in this case is Four Hundred Thousand Dollars and Zero Cents (\$400,000.00). Three Hundred Thousand Dollars of the PAGA Fund, if approved, shall be issued to the LWDA. The Net PAGA Settlement Amount of \$100,000.00 shall be divided among the PAGA Employees proportionally (“PAGA Payment Share”).

The PAGA Payment Share due to each PAGA Employee is calculated by multiplying the number of weeks in which a PAGA Employee worked for Ryder Truck Rental, Inc. (“Qualifying PAGA Pay Periods”) by the PAGA Payment Rate. The PAGA Payment Rate is in turn calculated by dividing the Net PAGA Settlement Amount by the total number of Qualifying PAGA Pay Periods for the PAGA Employees. As explained below, a PAGA Employee cannot Opt Out of the release of the PAGA Released Claims.

According to Defendant’s records, you are [are not] a PAGA Employee and you worked during [REDACTED] Qualifying PAGA Pay Periods between April 13, 2020 through October 13, 2023.

Pursuant to these calculations, your projected PAGA Payment Share based on your being a PAGA Employee would be approximately \$ [REDACTED]. Taxes will not be deducted from each PAGA Payment Share. 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 PAGA Payment Share. In addition, if additional PAGA Employees are identified, your PAGA Payment Share may be reduced based on the above formula.

Settlement Distribution

If you disagree with the number of Qualifying Pay Periods or Qualifying PAGA Pay Periods written on this Notice of Class and PAGA Settlement, you must submit a written explanation of why you believe the Qualifying Pay Period and/or Qualifying PAGA Pay Periods count is inaccurate. The written explanation must be submitted to the Settlement Administrator, Simpluris, Inc., and must: (1) contain your name, address, and the last four digits of your Social Security Number; (2) state, in writing, the reasons you believe an additional amount is owed and include any documentation in support of your challenge to the number of Qualifying Pay Periods and/or Qualifying PAGA 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 and/or Qualifying PAGA Pay Periods allocated to you, the Settlement Administrator to whom your optional written explanation disputing the number of Qualifying Pay Periods and/or Qualifying PAGA Pay Periods allocated to you must be mailed is:

Simpluris, Inc.
[Address]

Do not use a postage meter because that may not result in a postmark appearing on the envelope containing your optional written explanation. The Settlement Administrator will review your written explanation and any supporting documentation that you provide, as well as Defendant’s records, to resolve any disputes regarding the accurate number of Qualifying Pay Periods and/or Qualifying PAGA Pay Periods. Defendant’s calculation of your Qualifying Pay Periods and/or Qualifying PAGA Pay Periods will be presumed accurate unless you submit clear and compelling documentary evidence that establishes that a mistake was made by Defendant. The Settlement

Administrator shall investigate the dispute, requesting information from Defendant as necessary and make the final determination of whether any additional amount is owed. All such challenges must be postmarked within the Response Deadline.

If any Individual Settlement Payment or PAGA Payment Share check remains uncashed after 180 days from issuance, the Settlement Administrator will cancel those checks and shall pay the funds represented by such unredeemed checks to the California State Controller's Office, as unclaimed property, in the name of the individual Participating Class Member and/or PAGA Employee. In that event, the Participating Class Member and/or PAGA Employee 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 Defendant transmit the Gross Settlement Amount to the Settlement Administrator, the Participating Class Members, 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 and discharged the Released Parties, and each of them, from all Class Released Claims.

"Class Released Claims," include all claims, rights, demands, liabilities, causes of action, and theories of liability that were or could have been alleged against any of the Released Parties based on the facts alleged in the operative First Amended Complaint. This includes claims for failure to pay wages, including, but not limited to, minimum and overtime wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to maintain records, failure to timely pay wages during employment, failure to timely pay wages upon the termination of employment, failure to provide accurate itemized wage statements, failure to reimburse business expenses, failure to provide one day's rest in seven, unfair competition, 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 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, and any related provisions, California Code of Civil Procedure section 1021.5, the California Business & Professions Code Sections 17200, et seq., and/or the applicable IWC Wage Orders including inter alia Wage Orders 4-2001, 5-2001, and 9-2001. This release shall extend to all such claims accrued during the Class Period.

Providing there is final Court approval of this Settlement, then as of the date that Defendant transmit the Gross Settlement Amount to the Settlement Administrator, the PAGA Employees, Plaintiff, on behalf of themselves individually, the aggrieved employees, and the LWDA, and the LWDA, 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 and discharged the Released Parties, and each of them, from all PAGA Released Claims.

"PAGA Released Claims" include all claims for civil penalties under PAGA based on the Labor Code violations alleged or that could reasonably have been alleged in each and every PAGA Letter sent by Plaintiff to the LWDA based on the facts alleged therein or based on any facts discovered in the course of the litigation in each of the lawsuits, including claims for penalties based upon for failure to pay wages, including, but not limited to, minimum and overtime wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to maintain records, failure to timely pay wages during employment, failure to timely pay wages upon the termination of employment, failure to provide accurate itemized wage statements, failure to reimburse business expenses, failure to provide one day's rest in seven, including but not limited to, claims for penalties based on alleged violations of Labor Code Sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.7, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2800, 2802, and any related provisions, the California Private Attorneys General Act, Labor Code Sections 2698, et seq., and/or the applicable IWC Wage Orders including inter alia Wage Orders 4-2001, 5-2001, and 9-2001, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Letter Plaintiff sent the LWDA. This release shall extend to all such claims accrued during the PAGA Period.

The “Released Parties” are defined as follows: Defendant Ryder Truck Rental, Inc., Ryder System, Inc., Ryder Integrated Logistics, Inc., Ryder Last Mile, Inc., Ryder Transportation Solutions, LLC, and each of their respective 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.

If you do not submit a valid Opt Out, you will be bound to the settlement and you will release the Class Released Claims in this case. Regardless of whether you submit a valid Opt Out, you will release the PAGA Released Claims in this case.

HOW TO RECEIVE YOUR SETTLEMENT PAYMENT?

You do not need to do anything to receive your Individual Settlement Payment and/or PAGA Payment Share. However, 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 settlement and do not want to be bound by the release of the Class Released Claims, you must submit a written request to be excluded from both (the “Opt Out”) to the Settlement Administrator, Simpluris, Inc. at the following address below, postmarked on or before **[Response Deadline]**:

[Simpluris, Inc.]
[Simpluris, Inc. to add address]
[Address]

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 Class Released Claims; (3) be signed by you or your lawful representative; and (4) be postmarked by **[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 as to the Class Released Claims, and you will not be entitled to any benefit as a result of Settlement as a Class Member. Any untimely or incomplete Opt Out shall be considered null and void. **You cannot object to the Settlement if you submit a valid Opt Out.**

This Settlement also resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as Private Attorneys of, and for, the State of California and the LWDA. A PAGA Employee will be bound by the release of the PAGA Released Claims upon approval of the Settlement by the Court at the Final Fairness and Approval Hearing, regardless of whether he or she submitted an Opt Out as a Class Member, and regardless of whether he or she cashes a payment from the PAGA Fund.

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.]
[Simpluris, Inc. to add address]
[Address]

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, Simpluris, Inc., 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 and PAGA 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 an Individual Settlement Payment and PAGA Payment Share, as applicable, 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 PAGA Released Claims, and barred from suing Defendant or any of the other Released Parties on the Class Released Claims and PAGA 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 Class Representative Enhancement Awards to the Class Representatives, if any, the PAGA payment, or any other aspect of the Settlement will be held on _____, 2025 at _____ a.m./p.m., before the Honorable Stuart M. Rice in Department 1 of the Los Angeles Superior Court for the State of California, located at 312 N. Spring St, Los Angeles, CA 90012. 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 an Individual Settlement Payment or PAGA Payment Share. If you choose to attend the Final Approval Hearing, you may appear in person or remotely depending upon the Court's decision whether such a hearing will be held remotely or in person.

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, Simpluris, Inc., for this case for a period of at least 90 days following the entry of that Order in the Court record. That website is: [\[add website\]](#).

How can I get additional information?

This Notice summarizes the Civil Action and the basic terms of the Settlement. More details are in the Class Action and PAGA Settlement Agreement. You may also request a copy of the Class Action and PAGA Settlement Agreement from Class/PAGA Counsel, at the address listed above. If you have questions regarding the Settlement, you may contact the Settlement Administrator, Simpluris, Inc., at [\[add phone number\]](#).

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

EXHIBIT 2

OPT OUT FORM

Request for Exclusion From the class and the RELEASE OF CLASS RELEASED CLAIMS

Amit Singh v. Ryder Truck Rental, Inc.

Superior Court of the State of California, County of Los Angeles, Case No. 21STCV22972

Simpluris, Inc.

[Address]

[City, State Zip]

COMPLETE THIS FORM IF YOU DO NOT WANT TO RECEIVE YOUR INDIVIDUAL SETTLEMENT PAYMENT WITH RESPECT TO THE SETTLEMENT OF CLASS RELEASED CLAIMS ONLY

THIS OPT OUT FORM ALLOWS YOU TO EXCLUDE YOURSELF FROM THE SETTLEMENT OF CLASS RELEASED CLAIMS ONLY. YOU WILL STILL RECEIVE YOUR PAGA PAYMENT SHARE IF YOU ARE A PAGA EMPLOYEE.

THIS OPT OUT FORM MUST BE POSTMARKED BY NO LATER THAN [RESPONSE DEADLINE]

<<Name>>

<<Address1>>

<<Address2>>

<< City State Zip Code>>

Last Four Digits of your Social
Security Number (for identification
purposes only):

INSTRUCTIONS

If you do not want to participate in the Settlement as a Class Member as explained in the Notice of Class and PAGA Settlement, you may exclude yourself (“opt out”). If you opt out: (a) you will not receive an Individual Settlement Payment under the Settlement; (b) you will not be bound by the release of Class Released Claims; and (c) you cannot object to the Settlement and be heard at the Final Fairness and Approval Hearing.

You will still receive your PAGA Payment Share if you are a PAGA Employee and you will still be bound by the release of PAGA Released Claims.

To opt out, you must fill out, sign, and return this Opt Out Form to the Settlement Administrator at the address listed above. To be timely, your Opt Out Form must be postmarked on or before the end of the Response Deadline noted above.

OPT OUT SIGNATURE

By signing this Opt Out Form, I hereby request to exclude myself from the settlement of Class Released Claims. By signing and returning this Opt Out Form, I understand that I will not receive an Individual Settlement Payment under the Settlement and I will have no right to object to the Settlement and be heard at the Final Fairness and Approval Hearing.

Dated: __ __ / __ __ / __ __ __ __

*Signature*¹

¹ This Opt Out Form must be signed by the Class Member or his or her lawful representative.

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 1

21STCV22972

AMIT SINGH, et al. vs RYDER TRUCK RENTAL, INC., et al.

May 22, 2025

10:36 AM

Judge: Honorable Stuart M. Rice

Judicial Assistant: Anthony He

Courtroom Assistant: None

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Non-Appearance Case Review Re: Motion for Preliminary Approval of Class Action and PAGA Settlement

The Court has read and considered the supplemental declarations filed in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. The Plaintiff's Motion for Preliminary Approval of Class Action Settlement filed by Amit Singh on 01/03/2025 is Granted.

The revised proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement is signed and filed with modifications. The Court typically awards \$7,500 as an enhancement award absent unusual circumstances to be determined at final approval.

Hearing on Motion for Final Approval of Settlement is scheduled for 11/21/2025 at 10:30 AM in Department 1 at Spring Street Courthouse.

Clerk's Certificate of Service By Electronic Service is attached.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd, Suite 900, Glendale, California 91203.

On May 23, 2025, I served the foregoing document(s) described as:

▪ **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on interested parties in this action as follows:

Mara Curtis
Tanner Hendershot
Rafael Tumanyan
REED SMITH LLP
355 South Grand Avenue, Suite 2900
Los Angeles, CA 9007

Emails: mcurtis@reedsmith.com; thendershot@reedsmith.com; rtumanyan@reedsmith.com

Attorneys for Defendant Ryder Truck Rental, Inc.

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through **Case Anywhere** by electronically mailing a true and correct copy through **Case Anywhere** to the individual(s) listed above.

State of California Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful

[X] STATE

I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 23, 2025, at Glendale, California.



Jessica Tor