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**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, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

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

Defendants

Case No.: 21STCV22972

Honorable Theresa M. Traber
Department SSC-1

CLASS ACTION

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

Date: November 21, 2025
Time: 10:30 a.m.
Department: SSC-1

Complaint Filed: June 17, 2021
FAC Filed: May 12, 2022
Trial Fate: None Set

1 This matter has come before the Honorable Theresa M. Traber, in Department SSC-1 of
2 the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 November 21, 2025 at 10:30 a.m., on Plaintiff Amit Singh's ("Plaintiff") Motion for Final
4 Approval of Class Action and PAGA Settlement, Attorneys Fees and Costs, and Class
5 Representative Enhancement Award ("Motion for Final Approval"). Lawyers *for* Justice, PC,
6 appeared on behalf of Plaintiff and the Class, and Reed Smith LLP appeared on behalf of
7 Defendant Ryder Truck Rental ("Defendant").

8 On May 22, 2025, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled action in accordance with the Amended Class Action and
11 PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), which,
12 together with the exhibits annexed thereto set forth the terms and conditions for settlement of
13 the Civil Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers
15 submitted in support of the Motion for Final Approval, and oral argument, and good cause
16 appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS**
18 **FOLLOWS:**

- 19 1. The Motion for Final Approval is granted in its entirety.
- 20 2. This Final Approval Order incorporates by reference the definitions in the
21 Settlement Agreement and Preliminary Approval Order, and all capitalized terms used, but not
22 defined, herein shall have the same meanings as in the Settlement Agreement and Preliminary
23 Approval Order.
- 24 3. Unless otherwise specified, all citations and references to the Private Attorneys
25 General Act of 2004, California Labor Code sections 2698, et seq. ("PAGA") are to the version
26 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
27 not apply to the Civil Action, or the Settlement pursuant to California Labor Code section
28

2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency (“LWDA”) was filed prior to June 19, 2024.

4. This Court has jurisdiction over the Class Members and PAGA Employees, as defined below, as it pertains to the Civil Action and the claims asserted in the Civil Action, the Court also has jurisdiction over all parties to the Civil Action as it pertains to the Civil Action and the claims asserted in the Civil Action.

5. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include: all current and former non-exempt, hourly-paid or non-exempt employees of Defendant who were employed in California at any time during the Class Period (“Class” or “Class Members”). The “Class Period” refers to the period from June 17, 2017 through October 13, 2023 as indicated in the Settlement Agreement.

6. The aggrieved employees for purposes of the PAGA portion of the Settlement are hereby defined to consist of the following individuals: all individuals who were employed by Defendant in a hourly-paid or non-exempt position at any time during the PAGA Period in the State of California (“PAGA Employees”). The “PAGA Period” refers to the period from April 13, 2020 through October 13, 2023 as indicated in the Settlement Agreement.

7. The Court finds that the Court-approved Notice of Class and PAGA Settlement that was provided to the Class Members and PAGA Employees, fully and accurately informed the Class Members and PAGA Employees of all material elements of the Settlement, of their opportunity to participate in the Settlement, object to or comment on the Class portion of the Settlement, or to seek exclusion from the Class portion of the Settlement; the Notice of Class and PAGA Settlement was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members and PAGA Employees; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Notice of Class and PAGA Settlement fairly and adequately described the Settlement

1 and provided the Class Members and PAGA Employees with adequate instructions and a variety
2 of means to obtain additional information.

3 8. Pursuant to California law, the Court hereby grants final approval to the
4 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Class
5 as a whole. More specifically, the Court finds that the Settlement was reached following
6 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,
7 PC (“Class/PAGA Counsel”), and that the Settlement is the result of serious, informed,
8 adversarial, and arms-length negotiations between the parties. In so finding, the Court has
9 considered all of the evidence presented, including evidence regarding the strength of Plaintiff’s
10 claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration
11 of further litigation; the amount offered in the Settlement; the extent of investigation and
12 discovery completed; and the experience and views of Class/PAGA Counsel. The Court finds
13 that the Settlement, including the monetary allocations and payments, appear within the range
14 of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable
15 when balanced against the probable outcome of further litigation relating to certification,
16 liability, and damages issues. The Court finds that two members of the Class requested to Opt
17 Out of the Settlement. The Court has further considered the absence of any objections by the
18 Class Members to the class settlement. Accordingly, the Court hereby directs that the Settlement
19 be affected in accordance with the Settlement Agreement and the following terms and
20 conditions.

21 9. A full opportunity has been afforded to the Class Members and PAGA Employees
22 to participate in the Final Approval Hearing, and all Class Members, PAGA Employees, and
23 other persons wishing to be heard have been heard. The Class Members also have had a full and
24 fair opportunity to exclude themselves from the class settlement. Accordingly, the Court
25 determines that Plaintiff and all Class Members who did not submit a timely and valid Opt Out
26 from the Class portion for the Settlement (“Participating Class Members”), individually and on
27 behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal
28 representatives, are bound by the class settlement and by this Final Approval Order, and thereby,

as of the Effective Date, shall fully and finally release and discharge the Released Parties, and each of them, from the Class Released Claims as defined in the Settlement Agreement.

10. The Court finds that Plaintiff has satisfied the prerequisites under PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). The Court further finds the LWDA has not objected to, and is therefore deemed to have approved, the terms of the Settlement Agreement. Pursuant to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$400,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 (“PAGA Fund”), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Fund as follows: the amount of \$300,000.00 to the LWDA, and the amount of \$100,000.00 to the PAGA Employees, in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiff, the State of California (with respect to PAGA Employees), and all PAGA Employees, individually and on behalf of all their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound by the PAGA settlement and this Final Approval Order, and thereby, as of the Effective Date, shall fully and finally release and discharge the Released Parties, and each of them, from the PAGA Released Claims as defined in the Settlement Agreement.

12. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

13. The Court finds that payment of Settlement administration fees in the amount of \$16,000.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement

1 administration process, and is hereby approved. It is hereby ordered that the Settlement
2 Administrator shall issue payment to itself in the amount of \$16,000.00, in accordance with the
3 terms and methodology set forth in the Settlement Agreement.

4 14. The Court finds that the Class Representative Enhancement Award in the amount
5 of \$15,000.00 to Plaintiff is fair and reasonable, and hereby approved. It is hereby ordered that
6 the Settlement Administrator issue payment in the amount of \$15,000.00 to Plaintiff for his
7 Class Representative Enhancement Award, according to the terms set forth in the Settlement
8 Agreement.

9 15. The Court finds that attorneys' fees in the amount of \$1,116,666.67 to
10 Class/PAGA Counsel falls within the range of reasonableness and that the results achieved
11 justify the award sought, and is hereby approved. It is hereby ordered that the Settlement
12 Administrator issue payment in the amount of \$1,116,666.67 to Class/PAGA Counsel for
13 attorneys' fees, in accordance with the terms and methodology set forth in the Settlement
14 Agreement.

15 16. The Court finds that reimbursement of litigation costs and expenses in the amount
16 of \$30,000.00 to Class/PAGA Counsel is reasonable, and hereby approved. It is hereby ordered
17 that the Settlement Administrator issue payment in the amount of \$30,000.00 to Class/PAGA
18 Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and
19 methodology set forth in the Settlement Agreement.

20 17. It is hereby ordered that within ten (10) business days after the Effective Date,
21 Defendant shall deposit the Gross Settlement Amount of \$3,350,000.00 and the employer's
22 share of payroll taxes and contributions with respect to the wage portion of Individual Settlement
23 Payments into an account established by the Settlement Administrator, in accordance with the
24 terms and methodology set forth in the Settlement Agreement.

25 18. It is hereby ordered that within twenty (20) business days following the funding
26 of the Gross Settlement Amount, the Settlement Administrator will issue payments due under
27 the Settlement and approved by the Court as follows: (a) Individual Settlement Payments to
28 Participating Class Members, (b) PAGA Payment Shares to PAGA Employees, (c) the LWDA

1 portion of the PAGA Fund to the LWDA, (d) Class Representative Enhancement Award to
2 Plaintiff, (e) Attorneys' Fees and Costs to Class/PAGA Counsel, and (f) Settlement
3 administration fees to the Settlement Administrator, in accordance with terms and methodology
4 set forth in the Settlement Agreement.

5 19. Each check issued to a Participating Class Member and/or PAGA Employee for
6 his or her Individual Settlement Payment and/or individual PAGA Payment Share shall be valid
7 for a period of one hundred eighty (180) calendar days from the date of issuance of the check,
8 and after this time period, the check(s) shall be void. The leftover funds associated with checks
9 issued to Participating Class Members and PAGA Employees, after the checks have been
10 voided, shall be transmitted to the California State Controller's Office pursuant to California
11 Code of Civil Procedure Section 384. All Participating Class Members shall be bound by the
12 terms and conditions of the class settlement regardless of whether or not they cash or otherwise
13 negotiate their Individual Settlement Payment checks. All PAGA Employees shall be bound by
14 the terms and conditions of the PAGA settlement regardless of whether or not they cash or
15 otherwise negotiate their individual PAGA Payment Share checks.

16 20. After entry of this Final Approval Order, pursuant to California Rules of Court,
17 Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce
18 the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order, to hear
19 and resolve any contested challenge to a claim for settlement benefits, and to supervise and
20 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

21 21. Individualized notice of this Final Approval Order is not required. The Settlement
22 Administrator shall post a copy of the Final Approval Order on the Settlement Administrator's
23 website for a period of at least sixty (60) calendar days after the date of entry of this Final
24 Approval Order.

25 22. Class/PAGA Counsel shall submit a [Proposed] Judgment within five (5) court
26 days of entry of this Order. Final judgment shall be entered in this case in accordance with the
27 terms of the Settlement Agreement and this Order. This Judgment is intended to be a final
28 disposition of the Civil Action in its entirety and is immediately appealable.

1 23. Class/PAGA Counsel is ordered to submit a copy of this judgment to the Labor
2 and Workforce Development Agency (LWDA) within ten (10) days after judgment has been
3 entered by the Court in accordance with Labor Code Section 2699(1)(3).

4 24. Except as otherwise provided by the Settlement Agreement and this Order, the
5 parties shall bear their own costs and attorneys' fees.

6 25. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in
7 Department SSC-1. Class/PAGA Counsel shall submit the Settlement Administrator's
8 accounting report regarding the status of the funding and disbursement of the Settlement at least
9 five (5) court days prior to the Final Compliance Hearing.

10 **IT IS SO ORDERED.**

11 Date:_____

The Honorable Theresa M. Traber
Judge of the Superior Court