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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;

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]

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

Date: March 24, 2025
Time: 10:30 a.m.
Department: 1

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

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

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

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

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

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

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

4. Solely for the purpose of settlement in accordance with the Agreement, the Court finds that the requirements applicable to preliminary settlement approval of class actions have been

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

1 satisfied, and the Court hereby certifies, for settlement purposes only, the following class
2 (collectively, the “Class”): All current and former hourly-paid or non-exempt employees of
3 Defendant who were employed in California at any time during the Class Period [*i.e.*, June 17,
4 2017 through October 13, 2023].

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

- 7 a. The Class is so numerous that joinder of all members is impracticable;
- 8 b. There are questions of law or fact common to the Class, which predominate
9 over the questions affecting only individual members;
- 10 c. Plaintiff Amit Singh will fairly and adequately protect the interests of the
11 Class and is, therefore, appointed as the representatives of the Class (“Class
12 Representative”);
- 13 d. The claims of the Class Representative is typical of the claims of the Class;
14
- 15 e. Class/PAGA Counsel – *i.e.*, Edwin Aiwazian, Arby Aiwazian, Joanna
16 Ghosh, Vartan Madoyan, and Helene Mayer of Lawyers *for* Justice, P.C. –
17 will fairly and adequately protect the interests of the Class, are qualified to
18 represent the Class, and are, therefore, appointed as attorneys for the Class
19 for purposes of settlement; and
- 20 f. Certification of the Class is superior to other available methods for fair and
21 efficient adjudication of the controversy.

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

25 7. Simpluris, Inc. is hereby appointed to serve as the Settlement Administrator. The
26 Settlement Administrator will administer the applicable provisions of the Agreement, including
27 but not limited to: (i) translating the Notice of Class and PAGA Settlement and Opt Out Form into
28 Spanish; (ii) printing, mailing, and re-mailing (if necessary), in both English and Spanish, the

1 Notice of Class and PAGA Settlement, and receiving Opt Outs and Objections from Class
2 Members; (iii) preparing and submitting to Participating Class Members and PAGA Employees
3 and government entities all appropriate tax filings and forms; (iv) computing the amount of and
4 distributing Individual Settlement Payments, PAGA Payment Shares, Class Representative
5 Enhancement Awards, and Class/PAGA Counsel attorneys' fees and costs; (v) processing and
6 validating Proof of Work forms, Opt Outs, and Objections; and (vi) establishing a qualified
7 settlement fund, as defined by the Internal Revenue Code.

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

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

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

18 11. The Court approves as to form and content the Notice of Class and PAGA
19 Settlement ("Notice") attached hereto as **EXHIBIT 1**, and the Opt Out Form attached hereto as
20 **EXHIBIT 2**. The Court finds that the distribution of the Notice in the manner set forth in this
21 Order and the Agreement is the best notice practicable under the circumstances, and constitutes
22 valid, due, and sufficient notice to all members of the Class and the PAGA Employees, complying
23 fully with the requirements of California law, the California Constitution, and any other applicable
24 law, and shall constitute due and sufficient notice to all Class Members and PAGA Employees
25 entitled thereto.

26 12. Any Class Member may request to be excluded from the Class and the Class
27 Released Claims by timely submitting the Opt Out Form attached herein as Exhibit 2. Any such
28 request to Opt Out will be timely only if postmarked no later than the Response Deadline, which

1 is forty-five (45) days after the Notice is initially mailed to the Class Members. Any Class Member
2 who submits a completed, signed, and timely written Opt Out Form shall not be a member of the
3 settlement class, shall be barred from participating in this settlement, shall be barred from objecting
4 to this settlement, and shall receive no benefit from this settlement, except that Class Members
5 who are in the group of PAGA Employees will still receive their PAGA Payment Share and will
6 release the PAGA Released Claims. Class Members shall be bound by this Agreement and shall
7 release all Class Released Claims unless they submit a completed, signed, and timely Opt Out.
8 PAGA Employees shall release all PAGA Released Claims regardless of whether the individual
9 has submitted a valid request to Opt Out of the Settlement and the release of the Class Released
10 Claims.

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

20 14. Any Class Member wishing to object to this settlement shall inform the Court,
21 Class/PAGA Counsel, and Defense Counsel in writing of his or her intent to object by following
22 the procedure set forth in the Notice and prescribed by Paragraphs 62-63 of the Agreement. Any
23 Class Member who intends to object to the Agreement must submit his or her objection to the
24 Settlement Administrator with a postmark on or before the Response Deadline.

25 15. Any Class Member who has submitted such written objections may, but is not
26 required to, appear himself or herself, or through counsel, at the Final Fairness and Approval
27 Hearing and object to the approval of the settlement or the award of attorneys' fees and
28 reimbursement of costs to counsel. The Parties may file any response to the objections submitted

1 by objecting Class Members, if any, at least seven (7) days before the Final Fairness and Approval
2 Hearing.

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

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

18 18. The Court reserves the right to adjourn the date of the Final Fairness and Approval
19 Hearing and any adjournment thereof without further notice to the Class Members or the PAGA
20 Employees, and retains jurisdiction to consider all further applications arising out of or connected
21 with the settlement. The Court may approve the settlement, with such modifications as may be
22 agreed to by the Parties to the settlement, if appropriate, without further notice to the Class
23 Members or the PAGA Employees.

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

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

21. 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.

22. 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: _____, 2025

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

Defense Counsel

Mara D. Curtis (SBN 268869)
mcurtis@reedsmith.com
Rafael N. Tumanyan (SBN 295402)
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Tanner J. Hendershot (SBN 346841)
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Telephone: 818-265-1020
Facsimile: 818-265-1021

Reed Smith LLP
355 South Grand Avenue
Suite 2800
Los Angeles, CA 90071-1514
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 \$1,172,500.00 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 were employed 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

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.

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 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 were employed 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 of every nature and description, whether known or unknown, that were or could have been alleged against any of the Released Parties based on the facts alleged in the Complaints. This includes, but may not be limited to, 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 (without limitation), 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.

Other Pending Actions: If you worked for Ryder Truck Rental, Inc. between September 2, 2017 and the present, you may be a potential member of a putative class action lawsuit entitled *Radni Abdisho v. Ryder Truck Rental, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-0008295 (“*Abdisho Lawsuit*”), which was filed on September 2, 2021. In the *Abdisho Lawsuit*, Mr. Abdisho alleges that Ryder Truck Rental, Inc.: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to authorize and permit and/or make available meal periods; (4) failed to authorize and permit and/or make available rest periods; (5) failed to timely pay for all hours worked during employment; (6) failure to pay all wages owed upon separation from employment; and (7) unfair business practices. Mr. Abdisho seeks to represent a class that includes all current and former hourly non-exempt employees employed by Ryder Truck Rental, Inc. in California at any time from September 2, 2017 until the resolution of the action. These claims and class overlap with claims released in this settlement.

Defendant denies that it has done anything wrong in the *Abdisho Lawsuit*, and denies that it owes you any wages, penalties, damages or other amounts. If you submit a valid Opt Out in this Settlement, you may still potentially be a putative class member in the *Abdisho Lawsuit* if you meet the definitions to fit within the putative class in those cases, or you may pursue an individual lawsuit. 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

CLASS ACTION SETTLEMENT RE SINGH V. RYDER TRUCK RENTAL, INC.

Superior Court of California, County of Los Angeles

Case No. 21STCV22972

I declare as follows:

I worked for Ryder Truck Rental, Inc. (“Defendant”) as an hourly-paid or non-exempt employee in California at some point between June 17, 2017 and October 13, 2023. I received and reviewed the Notice of Class and PAGA Settlement.

I WISH TO BE EXCLUDED FROM THE CLASS SETTLEMENT IN THIS CLASS ACTION LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS SETTLEMENT, I WILL NOT RECEIVE ANY MONEY WHICH THE SETTLEMENT ALLOCATES TO CLASS MEMBERS. I UNDERSTAND THAT I MAY NOT OPT OUT OF THE PAGA SETTLEMENT AND MAY STILL RECEIVE A PORTION OF THE MONEY WHICH THE SETTLEMENT ALLOCATES TO INDIVIDUALS WHO ARE PART OF THE PAGA SETTLEMENT. I ALSO UNDERSTAND THAT, BECAUSE I AM OPTING OUT OF THE CLASS SETTLEMENT, I MAY PURSUE ANY OF MY OWN INDIVIDUAL CLAIMS AGAINST DEFENDANT AT MY OWN EXPENSE.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number)

(Last 4 Digits of Social Security Number)