

**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Paola Romo (“Romo”), and Lisette Rivera (“Rivera”) (collectively, “Plaintiffs”) and Defendant Ryder Last Mile, Inc. (“Defendant”) with regard to the lawsuits filed against Defendant in the cases styled *Paola Romo v. Ryder Last Mile, Inc. et al.*, San Bernardino Superior Court Case No. CIVSB2217546, and *Paola Romo v. Ryder Last Mile, Inc. et al.*, San Bernardino Superior Court Case No. CIVSB2223467 (which has been consolidated with CIVSB2217546) (together, the “Civil Action”).

**I. THE SETTLEMENT AGREEMENT**

1. Subject to the Court’s approval, Plaintiffs and Defendant have agreed to settle the Civil Action upon the terms and conditions and for the consideration set forth in this Agreement. A summary of the terms of the settlement is as follows:

**A. Settlement Amount.** Defendant shall pay a maximum settlement amount of Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000.00), referred to herein as the Gross Settlement Amount, which shall be inclusive of all Individual Settlement Payments and PAGA Payment Shares, payment of civil penalties to the California Labor and Workforce Development Agency (“LWDA”), all attorneys’ fees and verified litigation costs and expenses to be paid to Class/PAGA Counsel, any Class Representative Enhancement Award, settlement administration costs and expenses up to the amount actually billed by the Settlement Administrator. In no event shall Defendant be required to pay more than the Gross Settlement Amount under this Agreement, with the limited exception of paying the employer-side payroll taxes applicable to Individual Settlement Payments. In no event shall any portion of the Gross Settlement Amount revert to Defendant. 25% of the Individual Settlement Payments to the Participating Class Members will be allocated to alleged lost wages, and the other 75% of the Individual Settlement Payments will be allocated to alleged penalties. 100% of the payments to the PAGA Employees shall be allocated to

penalties. Defendant will pay the employer's share of payroll taxes separate and apart from the Gross Settlement Amount.

**B. Class Definition.** The Class includes all current and former non-exempt employees of Defendant within the State of California at any time during the Class Period.

**C. Class Period.** The Class Period is August 10, 2018 through March 1, 2026.

**D. Settlement Administration.** The Settlement Administrator shall be Phoenix Class Action Administration Solutions ("Phoenix"). From the Gross Settlement Amount, settlement administration fees in a reasonable amount shall be paid to the Settlement Administrator. Settlement administration fees are estimated to be approximately Eight Thousand Five Hundred Dollars and No Cents (\$8,500.00). If the actual cost of settlement administration is less or more than the amount approved by the Court, those funds shall be added to or subtracted from the Net Class Settlement Amount.

**E. Enhancement Payment.** Class/PAGA Counsel, on behalf of Plaintiffs, shall apply to the Court for a Class Representative Enhancement Award for each of the Plaintiffs in an amount not to exceed Ten Thousand Dollars and No Cents (\$10,000.00), which shall be taken from the Gross Settlement Amount to compensate Plaintiffs for the risks, time, and expense of their involvement in the Civil Action and securing the benefits of this Agreement for Class Members, and for providing a general release. Plaintiffs shall execute a full general release with a Civil Code section 1542 waiver in exchange for a Class Representative Enhancement Award.

**F. PAGA Penalties.** From the Gross Settlement Amount, Forty Thousand Dollars and Zero Cents (\$40,000.00) shall be allocated to penalties under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA"), 75% of which (*i.e.*, Thirty Thousand Dollars and No Cents (\$30,000.00)) shall be paid by the Settlement Administrator directly to the California Labor and Workforce Development Agency ("LWDA"). The remaining Ten Thousand Dollars

and No Cents (\$10,000.00) shall be the Net PAGA Settlement Amount and shall be distributed to the PAGA Employees as their PAGA Payment Shares.

**G. Attorneys' Fees and Costs.** Pursuant to a motion, Class/PAGA Counsel may seek attorneys' fees of up to One Hundred and Forty-Eight Thousand Seven Hundred and Fifty Dollars and No Cents (\$148,750.00), which is thirty-five percent of the Gross Settlement Amount, and actual, verified litigation costs of up to Twenty Five Thousand Dollars and No Cents (\$25,000.00), to be paid out of the Gross Settlement Amount. Defendant shall not oppose this motion.

## **II. DEFINITIONS**

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

2. **"Agreement"** means this Class Action and PAGA Settlement Agreement.

3. **"Civil Action"** means the lawsuits filed against Defendant in the cases styled *Paola Romo v. Ryder Last Mile, Inc.*, San Bernardino Superior Court Case No. CIVSB2217546 (*Romo I*), and *Paola Romo v. Ryder Last Mile, Inc.*, San Bernardino Superior Court Case No. CIVSB2223467 (*Romo II*) (which has been consolidated with *Romo I* under the lead case no. CIVSB2217546).

4. **"Class," "Class Member," or "Class Members"** means all current and former non-exempt employees of Defendant who were employed in California at any time during the Class Period.

5. **"Class Data"** means the following information that Defendant must provide to the Settlement Administrator no later than thirty (30) calendar days after the Court grants preliminary approval of the Settlement: (i) names, last known addresses, Social Security numbers, all to the extent available, for Class Members and PAGA Employees; (ii) Qualifying Pay Periods for Class Members; and (iii) Qualifying PAGA Pay Periods for PAGA Employees.

6. **"Class/PAGA Counsel"** means David A. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

7. **"Class Period"** means August 10, 2018 through March 1, 2026.

8. **"Class Released Claims"** are defined in Paragraphs 99–100 below.

9. **“Class Representative Enhancement Award”** means any payment to each of the Plaintiffs for his or her service to the Class and the individual release as set forth in Paragraphs 94, 103–104, which is in addition to whatever payments he or she may otherwise be entitled to as a Class Member and/or PAGA Employee.

10. **“Complaint(s)”** means, collectively, the following: the complaint filed on August 10, 2022, by Plaintiff Paola Romo against Defendant Ryder Last Mile, Inc. and Brandon Szilagyi in the San Bernardino Superior Court, styled *Paola Romo, an individual and on behalf of all others similarly situated v. Ryder Last Mile, Inc. et al.*, Case No. CIVSB2217546, the subsequent First Amended Complaint filed by Plaintiff Romo on or about October 17, 2022; the complaint Romo filed on October 14, 2022 against Defendant Ryder Last Mile, Inc. in the San Bernardino Superior Court, styled *Paola Romo, as an aggrieved employee, and on behalf of all other aggrieved employees v. Ryder Last Mile, Inc. et al.*, Case No. CIVSB2223467, which was subsequently consolidated with the First Amended Complaint on March 7, 2024; the subsequent Second Amended Consolidated Class and PAGA Action Complaint filed by Plaintiffs Paola Romo, Mario Vasquez, and Lisette Rivera filed on October 7, 2025; and the subsequent Third Amended Consolidated Class and PAGA Action Complaint removing Mario Vasquez as a named Plaintiff.

11. **“Court”** means the San Bernardino County Superior Court.

12. **“Defendant”** means Ryder Last Mile, Inc.

13. **“Defense Counsel”** means Mara D. Curtis and Tanner J. Hendershot of Reed Smith LLP.

14. **“Effective Date”** means the first date upon which all of the following events have occurred:

- (i) this Agreement has been executed by all Parties and by Class/PAGA Counsel and Defense Counsel;
- (ii) Class/PAGA Counsel has filed a stipulation for leave to amend to file a Third Amended Consolidated Class and PAGA Action Complaint to remove Mario Vasquez as a named Plaintiff;

- (iii) proper notice has been provided to the LWDA regarding the terms of the Settlement and the Court has preliminarily approved the Settlement;
- (iv) notice has been properly given to Class Members and PAGA Employees, providing them notice of the Settlement and providing Class Members an opportunity to opt out of the release of the Class Released Claims;
- (v) the Court has held a Final Fairness and Approval Hearing and entered a Final Order and Judgment approving the Settlement; and
- (vi) in the event no appeal is filed, then sixty (60) days have passed after the entry of the Final Order and Judgment, or, if an appeal is filed, then the appeal, writ, or other appellate proceeding opposing this Agreement has been finally dismissed. In this regard, it is the intention of the Parties that the Agreement shall not become effective until the Court's order approving the Settlement has become completely final, and there is no timely recourse by an appellant or objector who seeks to contest the Settlement.

15. **"Final Fairness and Approval Hearing"** means the hearing to be requested by Plaintiffs and conducted by the Court after the filing by Plaintiffs of an appropriate motion and following appropriate notice to Class Members and PAGA Employees where Plaintiffs shall request that the Court finally approve the fairness, reasonableness, and adequacy of the terms and conditions of the Settlement, enter the Final Order and Judgment, and take other appropriate action.

16. **"Final Order and Judgment"** means the order and judgment to be entered by the Court upon granting final approval of the Settlement and this Agreement as binding upon the Parties, the Participating Class Members, and the PAGA Employees.

17. **"Gross Settlement Amount"** means the maximum amount of Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000.00) that Defendant shall be required to pay under this Agreement, with the limited exception of paying the employer-side payroll taxes applicable to Individual Settlement Payments.

///

18. **“Individual Settlement Payment(s)”** means the individual proceeds paid to each Participating Class Member, as described below in Paragraph 84.

19. **“LWDA”** means the California Labor and Workforce Development Agency.

20. **“Net Class Settlement Amount”** means the amount of money remaining after the following amounts are deducted from the Gross Settlement Amount: Class/PAGA Counsel’s attorneys’ fees, court costs and expenses, Class Representative Enhancement Awards to Plaintiffs, settlement administration costs and expenses, and the PAGA Fund.

21. **“Net PAGA Settlement Amount”** means the Ten Thousand Dollars and Zero Cents (\$10,000.00) that will be disbursed to the PAGA Employees from the PAGA Fund.

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

23. **“Objection”** means a Class Member’s written objection to the Settlement. Any Objection shall be in the form described in Paragraphs 80–82 below.

24. **“Opt Out”** means a written request that a Class Member may submit to be excluded from the Class and the Settlement. Any Opt Out shall be in the form as described in Paragraphs 75–77 below.

25. **“PAGA”** means the California Private Attorneys’ General Act, California Labor Code sections 2698, *et seq.*

26. **“PAGA Employees”** or **“PAGA Employee”** means all current and former non-exempt employees of Defendant within the State of California at any time between August 10, 2021 and March 1, 2026.

27. **“PAGA Fund”** means the amount that the Parties have agreed to pay to the LWDA and the PAGA Employees in connection with PAGA. The Parties agree that Forty Thousand Dollars

(\$40,000.00) of the Gross Settlement Amount shall be allocated to the resolution of all claims under PAGA. Pursuant to Labor Code section 2699(i), the PAGA Fund will be distributed as follows: 25%, or Ten Thousand Dollars and No Cents (\$10,000.00), to the PAGA Employees; and 75%, or Thirty Thousand Dollars and No Cents (\$30,000.00), to the LWDA.

28. **“PAGA Letter”** means the notice of alleged Labor Code violations that Romo caused to be sent to the LWDA pursuant to Labor Code section 2699.3(l) on or about August 10, 2022.

29. **“PAGA Payment Rate”** means the gross amount that a PAGA Employee shall receive for each Qualifying PAGA Pay Period. The PAGA Payment Rate shall be determined as described in Paragraph 85 below.

30. **“PAGA Payment Share”** means the gross amount that shall be paid to each PAGA Employee, as described below in Paragraph 85.

31. **“PAGA Period”** means August 10, 2021 through March 1, 2026.

32. **“PAGA Released Claims”** are defined in Paragraphs 101–102 below.

33. **“Participating Class Member(s)”** means all Class Members who do not submit a timely and valid Opt Out under the process described in Paragraphs 75–77 below.

34. **“Parties”** means Plaintiffs and Defendant.

35. **“Party”** means Plaintiffs or Defendant.

36. **“Plaintiffs”** means Paola Romo and Lisette Rivera.

37. **“Proof of Work”** means document(s) that a Class Member or PAGA Employee may submit to the Settlement Administrator in order to show that he or she is entitled to payment based upon a different number of Qualifying Pay Periods or Qualifying PAGA Pay Periods than the number calculated by the Settlement Administrator based upon Defendant’s Class Data. Defendant will agree to submit a declaration in connection with this Settlement that provides the number of Qualifying Pay Periods and/or Qualifying PAGA Pay Periods worked by each Class Member and/or PAGA Employee and an explanation of how these figures were calculated. Adequacy of the Proof of Work submitted will be evaluated by Defense Counsel and the Settlement Administrator. In such a case, Defense Counsel will provide the Settlement Administrator with payroll records of the Class Member or PAGA

Employee in order to verify the number of Qualifying Pay Periods and/or Qualifying PAGA Pay Periods. In the event of a disagreement, the Settlement Administrator will make the final decision.

38. **"Qualified Settlement Fund"** or **"QSF"** means a trust that the Settlement Administrator shall be authorized to establish pursuant to Internal Revenue Service rules and regulations for the purpose of holding the Gross Settlement Amount and distributing payments required by the Settlement.

39. **"Qualifying PAGA Pay Periods"** means the total number of pay periods that each PAGA Employee worked for Defendant in California during the PAGA Period.

40. **"Qualifying Pay Periods"** means the total number of pay periods that each Class Member worked for Defendant in California during the Class Period.

41. **"Released Parties"** means Defendant Ryder Last Mile, Inc., Brandon Szilagyi, Ryder System, Inc., Ryder Truck Rental, Inc., Ryder Integrated Logistics, Inc., Ryder Transportation Solutions, LLC, and each of their respective present and former parents, affiliates, divisions, 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, customers, and entities, and any individual or entity that could be jointly liable with any of the foregoing.

42. **"Response Deadline"** means the forty-five (45) day period following the date the Settlement Administrator mails the Notice of Class and PAGA Settlement to Class Members and PAGA Employees within which: (a) any Class Member may submit a written Opt Out to be excluded from the Class and the release of Class Released Claims; (b) any Class Member may submit an Objection; and/or (c) any Class Member and/or PAGA Employee may submit an optional Proof of Work using the processes described herein.

43. **"Rivera"** means Plaintiff Lisette Rivera.

44. **"Romo"** means Plaintiff Paola Romo.

45. **"Romo I"** means the class-action case entitled *Paola Romo v. Ryder Last Mile, Inc. et al.*, San Bernardino Superior Court Case No. CIVSB2217546.

46. **“Romo II”** means the PAGA-only case entitled *Paola Romo v. Ryder Last Mile, Inc. et al.*, San Bernardino Superior Court Case No. CIVSB2223467 (which has been consolidated with *Romo I*, CIVSB2217546).

47. **“Settlement”** means the settlement of the Civil Action as provided for in this Class Agreement and PAGA Settlement Agreement.

48. **“Settlement Administrator”** means Phoenix Class Action Administration Solutions.

49. **“Settlement Payment Rate”** means the gross amount that a Participating Class Member shall receive for each Qualifying Pay Period. The Settlement Payment Rate for each Participating Class Member shall be determined as described in Paragraph 84 below.

50. **“Szilagyi”** refers to former defendant Brandon Szilagyi.

### III. RECITALS

51. On August 10, 2022, Plaintiff Paola Romo filed a class-action complaint in the Superior Court of the State of California for the County of San Bernardino against Defendant, entitled *Paola Romo, an individual and on behalf of all others similarly situated v. Ryder Last Mile, Inc. et al.*, San Bernardino Superior Court No. CIVSB2217546 (“*Romo I*”). In *Romo I*, Romo alleged ten (10) causes of action: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages due at termination (waiting time penalties); (6) failure to provide accurate itemized wage statements; (7) failure to timely pay wages during employment; (8) failure to indemnify; (9) failure to pay interest on deposits; and (10) failure to pay accrued vacation wages upon termination. The putative class as defined in *Romo I* includes “all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff’s complaint”, (see Compl., ¶ 27) (*i.e.*, August 10, 2018 to the present). On or about the same day *Romo I* was filed, Romo’s counsel sent a PAGA Letter to the LWDA providing notice of Labor Code violations purportedly caused by Defendant and evidencing Romo’s intent to seek penalties under PAGA on behalf of a group of allegedly aggrieved employees.

52. On October 14, 2022, Romo filed a separate action in San Bernardino Superior Court

alleging one cause of action under the California Private Attorneys General Act (“PAGA”) against Defendant and Szilagyi, entitled *Paola Romo, as an aggrieved employee, and on behalf of all other aggrieved employees v. Ryder Last Mile, Inc. et al.*, Case No. CIVSB2223467 (“*Romo II*”). The complaint in *Romo II* sought civil penalties from Defendant and Szilagyi for the following alleged claims: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to indemnify; (4) failure to pay minimum wages; (5) failure to pay overtime wages; (6) failure to provide timely and accurate itemized wage statements; (7) failure to pay accrued vacation at termination; (8) waiting time penalties; (9) failure to provide written notice of material terms of employment; (10) failure to provide sick leave; and (11) failure to timely pay wages during employment. The purportedly aggrieved employees in *Romo II* include all current and former non-exempt employees from August 10, 2021 to the present. Szilagyi was never served with the Complaint filed in *Romo II*.

53. On October 17, 2022, Romo filed the operative First Amended Complaint in *Romo I*, adding Szilagyi as a named defendant. Szilagyi was never served with the First Amended Complaint filed in *Romo I*.

54. On March 10, 2023, the Court deemed *Romo I* and *Romo II* administratively related.

55. On April 4, 2023, Defendant demurred to the First Amended Complaint in *Romo I*. On June 16, 2023, the Court granted the demurrer as to the seventh (failure to timely pay wages during employment) and ninth (failure to pay interest on deposits) causes of action and dismissed them without leave to amend.

56. On December 14, 2023, Defendant moved to consolidate the two actions. On March 7, 2024, the Court granted the motion and consolidated both actions under the lead case number CIVSB2217456.

57. Defendant denies each of the allegations in the Complaints and the PAGA Letter and denies that Defendant has any liability for the alleged claims of Plaintiffs, the putative class, or any allegedly aggrieved employees. Defendant denies that Plaintiffs, the putative class they purport to represent, or any allegedly aggrieved employees are entitled to any relief.

58. Class/PAGA Counsel and Defense Counsel have extensive experience in litigating

wage-and-hour class actions in California.

59. On December 4, 2024, Plaintiffs and Defendant engaged in mediation before Ms. Monique Ngo-Bonnici, Esq., an experienced mediator in wage-and-hour litigation. Shortly thereafter, Plaintiffs and Defendant reached a settlement agreement in principle that would dispose of the Civil Action in its entirety.

60. On September 16, 2025, Plaintiffs filed the Joint Stipulation and [Proposed] Order Allowing Plaintiff Leave to File Second Amended Consolidated Class and PAGA Complaint (“Stipulation”), which added Mario Vasquez and Rivera as named Plaintiffs and did not name Szilagyi. On September 30, 2025, the Court signed the order granting the Stipulation.

61. On October 7, 2025, Plaintiffs filed the Second Amended Consolidated Class and PAGA Action Complaint adding Mario Vasquez and Rivera as named Plaintiffs.

62. As part of this Agreement, Plaintiffs shall file a Third Amended Consolidated Class and PAGA Action Complaint removing Mario Vasquez as a named Plaintiff. The Third Amended Complaint shall be the Operative Complaint.

63. This Agreement is made in compromise of and embraces all claims against any of the Released Parties as enumerated in Paragraphs 99–102 below.

64. Because the settled matter is a putative class and PAGA representative action, this Agreement must receive preliminary and final approval by the Court. Accordingly, Plaintiffs and Defendant enter into this Agreement on a conditional basis. Should the Court, or any other court taking jurisdiction of this matter, decline to approve all material aspects of the Agreement or make any ruling substantially altering the material terms of the Agreement, the Agreement shall be voidable and unenforceable as to Plaintiffs and Defendant, at the option of any party. Subject to the requirements of the immediately preceding sentence, Plaintiffs and/or Defendant may exercise the option to void this Agreement by giving written notice to the other Party and to the Court at any time before final approval by the Court of this Agreement. In the event that the Effective Date, as defined herein, does not occur, this Agreement shall be deemed null and void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose. Defendant denies all of

Plaintiffs' claims and all class and representative claims as to liability and damages. Defendant expressly reserves all rights to challenge any and all such claims and allegations upon all procedural and factual grounds, including the assertion of all defenses, if the Effective Date of the Agreement does not occur. Likewise, Plaintiffs expressly reserve all rights to pursue, amend, dismiss, or otherwise dispose of the claims covered under this Settlement, including but not limited to seeking damages, restitution, fees, expenses, interest, and/or any other monetary amount for the claims included in the Civil Action or for any other claims Plaintiffs may have against Defendant, in the event the Effective Date of the Agreement does not occur.

65. Plaintiffs and Class/PAGA Counsel have concluded, after taking into account the sharply disputed factual and legal issues involved in the Civil Action, the risks attending further prosecution, and the substantial benefits to be received pursuant to Settlement as set forth in this Agreement, that Settlement on the terms set forth herein is in the best interest of Plaintiffs, Class Members, and PAGA Employees, and is fair and reasonable.

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

67. This Settlement contemplates: (i) entry of an order preliminarily approving the Settlement; (ii) distribution of the Notice of Class and PAGA Settlement to Class Members and PAGA Employees; and (iii) entry of a Final Order and Judgment of the Settlement. The Court shall retain jurisdiction over the Civil Action and Parties for purposes of enforcing the Settlement and resolving any disputes relating to the Settlement.

#### **IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

##### **A. Third Amended Consolidated Class and PAGA Action Complaint**

68. Before submitting this Agreement to the Court for preliminary approval, Plaintiff Romo will seek leave from the Court to file a Third Amended Class and PAGA Action Complaint in *Romo I*, which Defendant will not oppose. The Third Amended Consolidated Class and PAGA Action

Complaint will remove Mario Vasquez as a named Plaintiff.

**B. Preliminary Approval of Settlement**

69. As soon as practicable, Class/PAGA Counsel shall submit this Agreement to the Court for its preliminary approval. Plaintiffs shall also move the Court to enter a preliminary approval order and to conditionally certify the Class for purposes of this Settlement only. The submission shall also include admissible evidence as may be required for the Court to determine that this Settlement is fair, adequate, and reasonable. The submission shall also include the Notice of Class and PAGA Settlement in the form attached hereto as **Exhibit 1** and a proposed order granting preliminary approval of Settlement in the form attached hereto as **Exhibit 2**, which shall, among other things, set a Final Fairness and Approval Hearing date. Class/PAGA Counsel shall provide their motion for preliminary approval and all supporting papers to Defense Counsel for review at least ten (10) days prior to filing. Plaintiffs and Defendant agree that the conditional certification of the Class for settlement purposes only is in no way an admission by any of the Released Parties that class certification would otherwise be proper. Class/PAGA Counsel shall submit an executed copy of this Agreement, including Exhibit 1 and Exhibit 2, as well as a copy of Plaintiffs' Notice of Motion and Motion for Preliminary Approval, accompanying declarations, and [proposed] Order to the LWDA when it is submitted to the Court, in accordance with California Labor Code section 2699(1)(2). Class/PAGA Counsel shall also submit a copy of Plaintiffs' Motion for Final Approval, accompanying declarations, [proposed] Order, and [proposed] Judgment to the LWDA at the time of filing.

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

**C. Notice of Class and PAGA Settlement by Mail**

71. The Settlement Administrator shall, within fourteen (14) days after receiving the Class Data from Defendant, mail by First-Class United States mail the Notice of Class and PAGA Settlement to each Class Member and PAGA Employee, all in English and Spanish, using the most recent address available to the Settlement Administrator for mail delivery. The Settlement Administrator shall perform a reasonable search for a new address for any returned mail without a forwarding address.

72. Any Notice of Class and PAGA Settlement returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using the name, address and/or Social Security number of the Class Member and/or PAGA Employee involved, and shall then perform a re-mailing to the Class Member and/or PAGA Employee whose Notice of Class and PAGA Settlement was returned as non-delivered, assuming another mailing address is identified by the Settlement Administrator. If these procedures are followed, notice to Class Members and PAGA Employees shall be deemed to have been fully satisfied, and if the intended recipient of the Notice of Class and PAGA Settlement does not receive the Notice of Class and PAGA Settlement, the intended recipient shall nevertheless remain a Participating Class Member and/or PAGA Employee, as applicable, and shall be bound by all terms of the Settlement and the Final Order and Judgment.

73. The Notice of Class and PAGA Settlement to be provided to each Class Member and PAGA Employee shall set forth the number of Qualifying Pay Periods and Qualifying PAGA Pay Periods applicable to the Class Member and/or PAGA Employee, the estimated Settlement Payment Rate, and PAGA Payment Rate, as applicable, to the Class Member and/or PAGA Employee, and the estimated Individual Settlement Payment and/or PAGA Payment Share that the Class Member and/or PAGA Employee shall receive under this Settlement if the Court grants final approval of the Settlement.

///

74. If the Class Member or PAGA Employee wishes to contest the number of Qualifying Pay Periods or Qualifying PAGA Pay Periods assigned to him or her by the Settlement Administrator, that individual must submit Proof of Work signed by the Class Member or PAGA Employee to inform the Settlement Administrator of the basis for contesting any of the assigned pay periods. In the case of a Class Member and/or PAGA Employee's death or incapacity, this may be submitted by the Class Member or PAGA Employee's authorized representative. To be accepted, the Proof of Work must: (1) state the Class Member or PAGA Employee's full name, address, and the last four digits of his or her Social Security number (for identification purposes only); (2) state, in writing, the reasons why he or she believes an additional amount is owed and include any documentation supporting that claim; (3) be signed by the Class Member or PAGA Employee or his/her legal representative; and (4) be mailed to the Settlement Administrator and postmarked no later than the Response Deadline. In such a case, Defense Counsel will provide the Settlement Administrator with payroll records of the Class Member or PAGA Employee in order to verify the number of Qualifying Pay Periods and/or Qualifying PAGA Pay Periods. In the event of a disagreement, the Settlement Administrator will make the final decision. As this is not a claims-made settlement, Class Members shall still be bound by this Agreement unless they submit a completed, signed, and timely Opt Out. However, as described further below, PAGA Employees shall be bound by this Agreement and the release of PAGA Released Claims and do not have a right to opt out, regardless of whether they submit a valid Opt Out.

#### **D. Opt Outs**

75. Any Class Member seeking to be excluded from the Class and this Settlement shall timely submit a written Opt Out to the Settlement Administrator. The written Opt Out must: (i) contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion (for identification purposes only); (ii) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; (iii) be signed by the Class Member or his or her lawful representative; and (iv) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. Any Class Member who submits a completed, signed, and timely written Opt Out by the Response Deadline shall no longer be a

member of the Class, shall be barred from participating in this Settlement, shall be barred from objecting to this Settlement, and shall receive no benefit from this Settlement apart from the benefit he or she shall receive as a PAGA Employee. Any untimely or incomplete Opt Out shall be considered null and void. If a Class Member submits both a completed, signed, and timely Proof of Work and a completed, signed, and timely Opt Out, the Opt Out shall be deemed invalid, and the Class Member shall be a Participating Class Member and participate in this Settlement. The Settlement Administrator shall notify Class/PAGA Counsel and Defense Counsel of the number of timely Opt Outs on a weekly basis should the Court grant preliminary approval of the Settlement. The Settlement Administrator shall notify Class/PAGA Counsel and Defense Counsel of the number of timely Opt Outs within seven (7) days after the Response Deadline.

76. If more than ten percent (10%) of the Class Members opt out of the Settlement by submitting a completed, signed, and timely written Opt Out, Defendant shall have the right in its sole discretion to rescind and void this Settlement by giving written notice to Class/PAGA Counsel within ten (10) business days after the Settlement Administrator informs the Parties that the opt-out rate exceeded ten percent (10%).

77. Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiff Romo acting as a proxy and as Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Employee has the right to exclude himself or herself or Opt Out from the release of the PAGA Released Claims. PAGA Employees will be bound by the release of the PAGA Released Claims upon the Court's approval of the Agreement at the Final Fairness and Approval Hearing, regardless of whether he or she requested exclusion by submitting an Opt Out as a Class Member, and regardless of whether he or she cashes a payment from the PAGA Fund.

#### **E. Declaration of Compliance**

78. As soon as practicable, but no later than ten (10) days following the close of the Response Deadline, the Settlement Administrator shall provide Class/PAGA Counsel and Defense Counsel with a declaration attesting to completion of the notice process set forth in this Agreement,

the number and names of Opt Outs and Objections, and a summary of any disputes raised by any Class Members or PAGA Employees. This declaration shall be filed with the Court by Class/PAGA Counsel along with a motion requesting final approval of the Settlement.

**F. Sufficient Notice**

79. The Parties agree that compliance with the procedures described in this Agreement constitutes due and sufficient notice to Class Members and PAGA Employees of this Settlement and the Final Fairness and Approval Hearing and satisfies the requirements of due process, and that nothing else shall be required of Plaintiffs, Class/PAGA Counsel, Defendant, Defense Counsel, or the Settlement Administrator to provide notice to Class Members and PAGA Employees of the Settlement and the Final Fairness and Approval Hearing.

**G. Objections to Settlement**

80. Any Class Member may object to the Settlement. To object, the Class Member may appear at the Final Fairness and Approval Hearing in person or telephonically, as permitted by the Court, have an attorney object for the Class Member, or submit a written brief or statement of objection informing the Court, Class/PAGA Counsel, and Defense Counsel in writing of his or her intent to object by following the procedure for written objections set forth in the Notice of Class and PAGA Settlement no later than the Response Deadline. Any Objection must: (i) state the Class Member's full name, address, and the last four digits of his or her Social Security Number (for identification purposes only); (ii) state the specific grounds for the objection and whether it applies to only the Class Member, to a specific subset of the class, or to the entire class; (iii) be signed by the Class Member or his or her lawful representative; and (iv) be postmarked on or before the Response Deadline and returned to the Settlement Administrator. The Court may, in its sole discretion, permit any Class Member to lodge objections to the Settlement at the Final Fairness and Approval Hearing, regardless of whether the Class Member has submitted a written objection.

81. Any Class Member who does not object prior to or at the Final Fairness and Approval Hearing by the means set forth in Paragraph 80 above shall be foreclosed from objecting to this Settlement (including but not limited to by appeal), unless otherwise ordered by the Court.

82. Class/PAGA Counsel and Defense Counsel shall file any responses to any written objections submitted to the Court in accordance with this Agreement at least seven (7) days before the Final Fairness and Approval Hearing. If the Court permits an objection to be brought after the Response Deadline, Class/PAGA Counsel and Defense Counsel shall file a response within (7) days before the Final Fairness and Approval Hearing or five (5) court days after filing, whichever is later.

#### **H. Final Fairness and Approval Hearing**

83. On the date set forth by the Court for the Final Fairness and Approval Hearing in the order granting preliminary approval of the Settlement, a Final Fairness and Approval Hearing shall be held before the Court in order to consider and determine: (i) whether the Court should give this Settlement final approval; (ii) whether the Court should approve Class/PAGA Counsel's application for attorneys' fees, costs, and any Class Representative Enhancement Awards to Plaintiffs; and (iii) to hear any timely Objections to the Settlement. At the Final Fairness and Approval Hearing, Plaintiffs, Class/PAGA Counsel, Defendant, and Defense Counsel shall ask the Court to give final approval to this Settlement. Class/PAGA Counsel shall provide the motion for final approval and all supporting papers to Defense Counsel at least ten (10) days prior to filing. If the Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment on its website within seven (7) calendar days of entry of the Final Order and Judgment. Class/PAGA Counsel shall submit a copy of the Final Order and Judgment to the LWDA within ten (10) days after entry of the Final Order and Judgment in accordance with California Labor Code section 2699(1)(3).

#### **I. Individual Settlement Payment Procedures**

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

84. Class Payment. Participating Class Members shall be paid exclusively from the Net Class Settlement Amount. Plaintiffs and Defendant agree that the formula for allocating Individual Settlement Payments to Participating Class Members provided herein is reasonable and that the Individual Settlement Payments are designed to provide a fair settlement, despite the uncertainties of the amounts alleged to be owed to Participating Class Members and the calculation of them. Distribution amongst Participating Class Members based on their Qualifying Pay Periods is fair and

reasonable here. Plaintiffs and Defendant have agreed that the distribution to each Participating Class Member shall be determined as set forth below. The Individual Settlement Payment to each Participating Class Member shall be determined based on the number of Qualifying Pay Periods applicable to that Participating Class Member. The Net Class Settlement Amount shall be divided by the total number of Qualifying Pay Periods for all Participating Class Members. The result of this division shall yield a 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.

85. PAGA Payment. PAGA Employees shall be paid exclusively from the Net PAGA Settlement Amount. Plaintiffs and Defendant agree that the formula for allocating PAGA Payment Shares to PAGA Employees provided herein is reasonable and that the PAGA Payment Shares are designed to provide a fair settlement, despite the uncertainties of the amounts alleged to be owed to PAGA Employees and the calculation of them. Distribution amongst PAGA Employees based on Qualifying PAGA Pay Periods applicable to that PAGA Employee is fair and reasonable here. Plaintiffs and Defendant have agreed that the distribution to each PAGA Employees shall be determined as set forth below. The PAGA Payment Share to each PAGA Employee shall be determined based on the number of Qualifying PAGA Pay Periods applicable to each PAGA Employee. The Net PAGA Settlement Amount shall be divided by the total number of Qualifying PAGA Pay Periods for all PAGA Employees. The result of this division shall yield a PAGA Payment Rate. The gross amount of each PAGA Employee's PAGA Payment Share shall be calculated by multiplying the number of Qualifying PAGA Pay Periods applicable to that PAGA Employee by the PAGA Payment Rate. Since this payment is exclusively for statutory and civil penalties, there will be no governmentally required employee tax withholdings and employer payroll taxes deducted from each PAGA Payment Share.

86. Within ten (10) business days after the Effective Date, Defendant shall transmit the Gross Settlement Amount and employer-side payroll taxes applicable to Individual Settlement Payments to the Settlement Administrator. Within ten (10) business days after Defendant transmits

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

the Gross Settlement Amount and employer-side payroll taxes to the Settlement Administrator, the Settlement Administrator shall transmit to Class/PAGA Counsel the attorneys' fees and costs approved by the Court, shall transmit to each Plaintiff his or her Class Representative Enhancement Award approved by the Court, shall transmit to the LWDA its portion of the PAGA Fund, shall mail an Individual Settlement Payment to each Participating Class Member, and shall mail a PAGA Payment Share to each PAGA Employee. Under no circumstances shall the Settlement Administrator distribute checks to Participating Class Members or PAGA Employees until all timely disputes and Proofs of Work have been considered, calculated, and accounted for, and the Class/PAGA Counsel's fees and expenses, Settlement Administrator costs, and Class Representative Enhancement Awards have been calculated and accounted for.

87. The Individual Settlement Payments are payments for all Class Released Claims for the Class Members. The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF") pursuant to Internal Revenue Service ("IRS") rules and regulations in which the Gross Settlement Amount shall be placed and from which payments required by the Settlement shall be made. Twenty-five percent (25%) of the amount of each Individual Settlement Payment to each Participating Class Member shall be allocated to alleged lost wages and shall be subject to withholding. Seventy-five percent (75%) of the amount of each Individual Settlement Payment to each Participating Class Member shall be allocated to alleged penalties and shall not be subject to withholding. One hundred percent (100%) of the amount of each PAGA Payment Share to each PAGA Employee shall be allocated to alleged penalties and shall not be subject to withholding. Each Participating Class Member, PAGA Employee, Class/PAGA Counsel, and Plaintiff shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of any payment received pursuant to this Agreement.

88. It is expressly understood and agreed that the receipt of an Individual Settlement Payment or PAGA Payment Share shall not entitle any Class Member or PAGA Employee to compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the applicable Class Period or PAGA Period, nor shall it entitle any Class

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

Member or PAGA Employee to any increased retirement, 401(k) or matching benefits, or deferred compensation benefits. The Parties agree that any Individual Settlement Payments or PAGA Payment Shares made to Participating Class Members and PAGA Employees under the terms of this Agreement shall not represent any modification of previously credited length of service or other eligibility criteria under any bonus plan, employee pension benefit plan, or employee welfare plan sponsored by any of the Released Parties, or to which any of the Released Parties are required to make contributions. Further, any Individual Settlement Payments or PAGA Payment Shares made under this Agreement shall not be considered compensation in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan or employee welfare benefit plan sponsored by any of the Released Parties or to which any of the Released Parties are required to make contributions. It is the Parties' intent that the Individual Settlement Payments and PAGA Payment Shares provided for in the Settlement are the sole payments to be made by Defendant to the Class Members and PAGA Employees, and that the Class Members and PAGA Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments or PAGA Payment Shares, notwithstanding any contrary terms in any agreement, contract, benefit, or compensation plan document that might have been in effect during the applicable Class Period or PAGA Period.

89. Any Individual Settlement Payment or PAGA Payment Share that remains uncashed after one hundred and eighty (180) days of disbursement shall be void. The Parties agree that this disposition results in no "unpaid cash residue" or "unclaimed or abandoned funds" under California Code of Civil Procedure section 384 (as amended effective June 27, 2018), as the entire Net Class Settlement Amount and PAGA Fund will be paid out to the Participating Class Members and PAGA Employees whether or not they cash their payment checks. The entire amount of each Participating Class Member's or PAGA Employee's uncashed settlement check(s) shall be turned over to the California State Controller's Office Unclaimed Property Fund in the name of the individual Participating Class Member/PAGA Employee. The Parties acknowledge that California Civil Procedure Code section 384 and the Doctrine of Cy Pres are not applicable to this Settlement because

the terms of the Settlement expressly provide for the disposition of the entire Net Class Settlement Amount and PAGA Fund, whether claimed or unclaimed. None of the settlement funds will revert back to Defendant. Defendant shall not be liable for any additional amount due to this subsequent distribution. In any event, the Class Member and PAGA Employee nonetheless shall be bound by the release of Class Released Claims and PAGA Released Claims and the terms of this Agreement.

**J. The Settlement Administrator**

90. The Settlement Administrator shall administer the Settlement, including, but not limited to: (i) translating the Notice of Class and PAGA Settlement 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 QSF, as defined by the Internal Revenue Code.

91. Settlement administration fees in a reasonable amount, up to the amount actually billed, shall be paid to the Settlement Administrator from the Gross Settlement Amount. Settlement administration fees are estimated to be approximately Eight Thousand Five Hundred Dollars and No Cents (\$8,500.00). If the actual cost of settlement administration is less or more than the amount approved by the Court, those funds shall be added to or subtracted from the Net Class Settlement Amount for allocation to Participating Class Members. All costs associated with settlement administration shall come out of the Gross Settlement Amount.

92. Defendant shall provide the names, last known addresses, Social Security numbers, all to the extent available, for Class Members and PAGA Employees, the Qualifying Pay Periods for Class Members, and the Qualifying PAGA Pay Periods for PAGA Employees (collectively, "Class Data") to the Settlement Administrator no later than thirty (30) calendar days after the Court grants preliminary approval of the Settlement. Defendant will agree to submit a declaration in connection

with this Settlement that provides the number of Qualifying Pay Periods and/or Qualifying PAGA Pay Periods worked by each Class Member and/or PAGA Employee and an explanation of how these figures were calculated. Class Data shall be used by the Settlement Administrator only for the purpose of calculating Individual Settlement Payments and PAGA Payment Shares, notifying Class Members and PAGA Employees of the Settlement, and distributing the Individual Settlement Payments and PAGA Payment Shares. Class Data shall not be disclosed to Class/PAGA Counsel, Plaintiffs, or any other Class Members or PAGA Employees without the written consent of Defendant or by order of the Court. The Settlement Administrator shall be responsible for following all privacy laws and taking appropriate steps to ensure that Class Members' and PAGA Employees' personal information is safeguarded and protected from improper disclosure or use. The Settlement Administrator shall run the Class Data list through the National Change of Address database and shall use the most recent address for each Class Member and PAGA Employee—either from Defendant's records or the National Change of Address database—before mailing the Notice of Class and PAGA Settlement. The Settlement Administrator shall also take reasonable steps to locate any Class Member or PAGA Employee whose Notice of Class and PAGA Settlement is thereafter returned as undeliverable. Class Data shall be provided in a secure format to be determined by the Settlement Administrator and Defendant.

**K. Resolution of Disputes Over Qualifying Pay Periods, Qualifying PAGA Pay Periods, Individual Settlement Payments, and PAGA Payment Share Calculations**

93. In calculating Individual Settlement Payments and PAGA Payment Shares for each Class Member and/or PAGA Employee, Defendant's records regarding Qualifying Pay Periods and Qualifying PAGA Pay Periods of Class Members and PAGA Employees shall be presumed to be correct. Any Class Member or PAGA Employee who disagrees with Defendant's determination of his or her Qualifying Pay Periods or Qualifying PAGA Pay Periods as indicated may dispute that calculation to the Settlement Administrator as explained on the Notice of Class and PAGA Settlement. Defendant's determination shall be presumed accurate unless clear and compelling documentary evidence is provided by the Class Member or PAGA Employee to the Settlement Administrator that

establishes 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 received within the Response Deadline. In no case shall a dispute result in a payment by Defendant in excess of the Gross Settlement Amount.

**L. Class Representative Enhancement Award**

94. Subject to Court approval, Class/PAGA Counsel, on behalf of each Plaintiff, shall apply to the Court for a Class Representative Enhancement Award not to exceed Ten Thousand Dollars and No Cents (\$10,000.00) for each Plaintiff, which Defendant shall not oppose. The Class Representative Enhancement Award is to compensate each Plaintiff for the risk, time, and expense of his or her involvement in the Civil Action, for securing the benefits of this Agreement for Class Members, and for providing a general release. The Class Representative Enhancement Award is in addition to the Individual Settlement Payment and/or PAGA Payment Share that Plaintiffs would otherwise be due under the Settlement as Participating Class Members and/or PAGA Employees.

**M. Payment of Class/PAGA Counsel Attorneys' Fees and Costs**

95. Class/PAGA Counsel shall apply to the Court at the Final Fairness and Approval Hearing for an award of attorneys' fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.*, up to One Hundred and Forty-Eight Thousand Seven Hundred and Fifty Dollars and No Cents (\$148,750.00), and an award of Plaintiffs' verified litigation costs not to exceed the amount of Twenty-Five Thousand Dollars and No Cents (\$25,000.00), both of which shall be paid out of the Gross Settlement Amount. Class/PAGA Counsel and Defendant agree that such awards of attorneys' fees and costs are reasonable under the circumstances. Nothing in this Agreement shall restrict Plaintiffs' or Class/PAGA Counsel's ability to appeal any decision by the Court to award less than the requested attorneys' fees and costs or Class Representative Enhancement Awards. Any order relating to the award of attorneys' fees, costs, or Class Representative Enhancement Awards, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement. If the amount of the Class Representative Enhancement Award, attorneys'

fees, and/or costs awarded by the Court is less than the requested amounts, the difference shall serve to increase the Net Class Settlement Amount to be distributed to Participating Class Members as part of their Individual Settlement Payments. Nothing in this Agreement will require Defendant to pay more than the Gross Settlement Amount under any circumstances.

**N. Taxes and Withholding and Indemnification**

96. The Settlement Administrator shall be responsible for ensuring that all tax obligations associated with the Settlement are timely paid to the appropriate governmental taxing authorities. The Individual Settlement Payments are payments for all Class Released Claims of Plaintiffs and all other Participating Class Members, for settlement of both alleged lost wages, and statutory penalties and interest. The PAGA Payment Shares are payments for the PAGA Released Claims for the PAGA Employees. Therefore, 25% of the amount of each Individual Settlement Payment will be allocated to alleged unpaid wages and shall be paid net of all applicable payroll taxes, including the employee's share of any federal, state and/or local payroll tax withholdings, and this portion of the payment will be reported on an IRS Form W-2. The remaining 75% will be allocated to the claims for statutory penalties, will be paid without withholding any amount, and will be reported on an IRS Form 1099. PAGA Payment Shares will be allocated entirely as penalties and will be included on an IRS Form 1099. Defendant's share of employer payroll taxes on the Individual Settlement Payments shall be separate and apart from the Settlement and in addition to the Gross Settlement Amount. Defendant and the other Released Parties shall not be required to provide any additional form of compensation to any Participating Class Member as a result of this allocation of Individual Settlement Payments or to any PAGA Employee as a result of this allocation of PAGA Payment Shares. Each Participating Class Member, PAGA Employee, and Plaintiffs shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the portion of any Individual Settlement Payment and PAGA Payment Share received pursuant to this Settlement, except as provided by this Settlement. The Parties agree and represent that the allocation between alleged lost wages and alleged penalties as specified herein is fair and reasonable given the claims asserted in the lawsuit and the remedies available for those claims.

97. Each Party to this Agreement acknowledges and agrees that:

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

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

#### V. CLASS AND PAGA RELEASED CLAIMS

99. Providing there is final approval of this Settlement, then as of the date that Defendant transmits 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 fully and finally release and discharge the Released Parties, and each of them, from the Class Released Claims.

100. The 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 in the Complaints, or based on the facts alleged in the Complaints therein, or based on any facts discovered in the course of the litigation in each of the lawsuits. This includes, but is not limited to, claims for failure to pay wages, including minimum and overtime wages, failure to provide meal or rest periods or pay premiums in lieu thereof, failure to timely pay wages during employment or at separation, failure to provide accurate itemized wage statements, failure to maintain records, failure to pay interest on deposits, failure to reimburse business expenses, failure to provide vacation or pay vacation at termination or otherwise or pay it at the statutory (or other asserted) rate of pay, unfair competition, failure to provide or pay sick pay, 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 relief, 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, violations of California Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 400-410, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 2802, 2810.3, 2810.5, and any related provisions; all applicable IWC Wage Orders including Wage Orders 4-2001, 5-2001, and 9-2001; Code of Civil Procedure sections 1021.5 and 1032; Civil Code section 3287; and California Business and Professions Code sections 16600, 16700, and 17200 *et seq.* This release shall extend to all such claims accrued during the Class Period.

101. Providing there is final approval of this Settlement, then as of the date that Defendant transmits the Gross Settlement Amount to the Settlement Administrator, the PAGA Employees,

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

Plaintiff Romo—on behalf of herself and the State of California—and the LWDA, individually and on behalf of all their respective successors, assigns, agents, attorneys, executors, heirs, and personal representatives, shall fully and finally release and discharge the Released Parties, and each of them, from the PAGA Released Claims.

102. The PAGA Released Claims include all claims for civil penalties under PAGA that were or could have been alleged in the Complaints and/or PAGA Letter sent by Plaintiff to the LWDA, or based on the facts alleged therein, or based on any facts discovered in the course of the litigation in each of the lawsuits. This includes, but is not limited to, claims for penalties based upon failure to pay wages, including, but not limited to, minimum and overtime wages, failure to provide meal or rest periods or compensation in lieu thereof, failure to timely pay wages during employment or at separation, failure to provide accurate itemized wage statements, failure to maintain records, failure to pay interest on deposits, failure to reimburse business expenses, failure to provide vacation or pay vacation at termination or otherwise or pay it at the statutory (or other asserted) rate of pay, failure to provide or pay sick pay, failure to provide written notice of material terms of employment, including but not limited to, claims for penalties based on violations of Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 400-410, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 1527, 2802, 2810.3, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, 8397.4, and any related provisions, Business and Professions Code sections 16600, 16700 and 17200, Government Code section 12952, 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 Complaints and/or PAGA Letter that Plaintiff Romo sent to the LWDA. This release shall extend to all such claims accrued during the PAGA Period.

///

///

**VI. RELEASE BY PAOLA ROMO**

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

**VII. RELEASE BY LISETTE RIVERA**

104. Upon final approval of the Settlement, Plaintiff Lisette Rivera, for herself, her successors, assigns, agents, executors, heirs, and personal representatives, spouse, and attorneys, and any and all of them, voluntarily and with the advice of counsel, waives and releases any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against any of the Released Parties of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state, and/or local law, statute, ordinance, regulation, constitution, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all claims arising from or relating to any and all acts, events and omissions occurring prior to the date of final approval of this Agreement including, but not limited to, all claims

which relate in any way to her alleged employment with any of the Released Parties and/or the termination of her employment with any of the Released Parties. Rivera further releases all unknown claims against any of the Released Parties, covered by California Civil Code section 1542, which states: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

## VIII. LIMITATIONS ON USE OF THIS SETTLEMENT

### A. No Admission

105. Neither the acceptance nor the performance by Defendant of the terms of this Agreement nor any of the related negotiations or proceedings are or shall be claimed to be, construed as, or deemed a precedent or an admission by Defendant of the truth of any allegations in the Complaints or the PAGA Letter.

### B. Non-Evidentiary Use

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

### C. Nullification

107. If the Court for any reason does not approve this Settlement, this Agreement shall be considered null and void and the Parties to this Agreement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

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

#### **D. MISCELLANEOUS PROVISIONS**

109. This Agreement is premised on the fact that the number of Qualifying Pay Periods during the period between August 10, 2018 and December 4, 2024 is approximately 20,000. If the actual number of Qualifying Pay Periods worked by Class Members during the Class Period exceeds 22,000, then Plaintiffs shall have the option of cancelling and/or voiding this Settlement in its entirety. This option must be exercised prior to the mailing by the Settlement Administrator of the Notice of Class and PAGA Settlement to the Class Members and PAGA Employees.

#### **E. Acknowledgment of Employment Separation**

110. By signing this Agreement, Plaintiff Paola Romo acknowledges that she is no longer employed by Defendant in any capacity and has resigned her employment with RLM on the Effective Date such that Defendant will process an administrative termination as of that date in its system.

#### **F. No Inducements**

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

#### **G. No Prior Assignment**

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

#### **H. Construction**

113. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and their counsel, and this Agreement

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or her or its counsel participated in the drafting of this Agreement.

#### **I. California Law**

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

#### **J. Captions and Interpretations**

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

#### **K. Incorporation of Exhibits**

116. All exhibits to this Agreement are incorporated by reference and are a material part of this Agreement. Any notice, order, judgment, or other exhibit that requires approval of the Court must be approved without material alteration from its current form in order for this Agreement to be enforceable.

#### **L. Modification**

117. Once executed by the Parties, this Agreement may not be changed, altered, or modified, except in a writing signed by the Parties and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties. Plaintiffs and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

///

///

///

**M. Reasonableness of Settlement**

118. Plaintiffs represent that this is a fair, reasonable, and adequate settlement and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

**N. Integration Clause**

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

**O. Binding On Assigns**

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

**P. No Prevailing Party**

121. No Party shall be considered a prevailing party for any purpose. Except as otherwise provided for in this Agreement, each Party shall bear its or his or her own attorney fees and costs.

**Q. Class/PAGA Counsel Signatories**

122. It is agreed that because the members of the Class are numerous, it is impossible or impractical to have each member of the Class execute this Agreement. The Notice of Class and PAGA Settlement shall advise all Class Members of the binding nature of the Settlement, and the Settlement shall have the same force and effect as if this Agreement were executed by each Participating Class Member.

**R. Counterparts**

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

///

**S. Waiver of Right to Object**

124. By signing this Agreement, Plaintiffs, on behalf of the Class and themselves, agree to be bound by its terms. By signing this Agreement, Plaintiffs, including Plaintiff Romo, on behalf of the allegedly aggrieved employees and herself, agrees to be bound by its terms. Plaintiffs further agree not to request to be excluded from the Class or Settlement and agree not to object to any of the terms of the Settlement. Any request for exclusion from the Settlement by Plaintiffs or any Objection by Plaintiffs shall be void and of no force and effect. Likewise, Defendant agrees to be bound by the terms of this Settlement and agree not to object to any of the terms of the Settlement.

**T. Administration Costs if Settlement Fails**

125. If the Settlement is not finally approved by the Court, voided, or rescinded, any costs incurred by the Settlement Administrator shall be paid equally by the Parties (half by Plaintiffs and/or Class/PAGA Counsel and half by Defendant).

**U. Final Order and Judgment**

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

- (i) Grant final approval to the Settlement as fair, reasonable, adequate, in good faith, and in the best interests of the Class and PAGA Employees as a whole, and order the Parties to carry out the provisions of this Agreement.
- (ii) Adjudge that the Participating Class Members of the Settlement are conclusively deemed to have released the Released Parties from the Class Released Claims, and adjudge that the PAGA Employees and the LWDA are conclusively deemed to have released the PAGA Released Claims, as more specifically set forth above.
- (iii) Prohibit and permanently enjoin each Participating Class Member, each PAGA Employee, and the LWDA from pursuing in any fashion against any of the Released Parties any and all of the Class Released Claims and/or PAGA Released Claims, as applicable.

(iv) Reserve continuing jurisdiction as provided herein.

**V. Limitations on Disclosure**

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

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

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

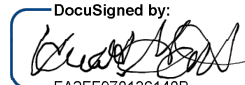
DATED: \_\_\_\_\_

PLAINTIFF PAOLA ROMO

DATED: \_\_\_\_\_

PLAINTIFF LISETTE RIVERA

DATED: 6/4/2026 | 10:17:49 AM PDT

DocuSigned by:  
  
 FA2FF970136140B...

DEFENDANT RYDER LAST MILE, INC.

By: Heather Gatley

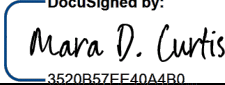
Deputy General Counsel

1 **APPROVED AS TO FORM AND CONTENT:**

2  
3 Dated: BIBIYAN LAW GROUP, P.C.

4  
5 By: \_\_\_\_\_  
6 David A. Bibiyan  
7 Vedang J. Patel  
8 Brandon M. Chang  
9 Attorneys for Plaintiffs

10 Dated: 6/8/2026 | 10:50:01 AM PDT REED SMITH LLP

11 By:   
12 \_\_\_\_\_  
13 Mara D. Curtis  
14 Tanner J. Hendershot  
15 Attorneys for Defendant  
16 RYDER LAST MILE, INC.

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

(iv) Reserve continuing jurisdiction as provided herein.

**V. Limitations on Disclosure**

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

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

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

DATED: 06/02/2026

*Paola Romo*

PLAINTIFF PAOLA ROMO

DATED: 05/26/2026

*Lisette Rivera*

PLAINTIFF LISETTE RIVERA

DATED: \_\_\_\_\_

DEFENDANT RYDER LAST MILE, INC.

By: \_\_\_\_\_

1 **APPROVED AS TO FORM AND CONTENT:**

2  
3 Dated: 6/2/2026

BIBIYAN LAW GROUP, P.C.

4  
5 By: Vedang J. Patel

6 David A. Bibiyan  
7 Vedang J. Patel  
8 Brandon M. Chang  
9 Attorneys for Plaintiffs

10 Dated:

REED SMITH LLP

11 By:

12 Mara D. Curtis  
13 Tanner J. Hendershot  
14 Attorneys for Defendant  
15 RYDER LAST MILE, INC.  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT 1

[FULL NAME AND ADDRESS OF  
CLASS MEMBER/PAGA EMPLOYEE]

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

*Paola Romo v. Ryder Last Mile, Inc. et al.*, San Bernardino Superior Court No. CIVSB2217546  
(consolidated with *Paola Romo v. Ryder Last Mile, Inc. et al.*, San Bernardino Superior Court Case No. CIVSB2223467)

**IF YOU ARE OR WERE A NON-EXEMPT EMPLOYEE OF RYDER LAST MILE, INC. (“DEFENDANT”) WITHIN THE STATE OF CALIFORNIA AT ANY TIME BETWEEN AUGUST 10, 2018 THROUGH MARCH 1, 2026 (“CLASS MEMBER”), 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 consolidated class and representative action lawsuits entitled *Paola Romo v. Ryder Last Mile, Inc. et al.*, San Bernardino Superior Court No. CIVSB2217546, and *Paola Romo v. Ryder Last Mile, Inc. et al.*, San Bernardino Superior Court Case No. CIVSB2223467 (which has been consolidated with CIVSB2217546) (together, 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, as explained below.

A hearing concerning the Settlement will be held before the Honorable Joseph T. Ortiz in Department 17 of the San Bernardino Superior Court for the State of California, located at 247 West Third Street, San Bernardino, CA 92415, 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 A NON-EXEMPT EMPLOYEE OF DEFENDANT WITHIN THE STATE OF CALIFORNIA AT ANY TIME BETWEEN AUGUST 10, 2021 THROUGH MARCH 1, 2026 (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                                                                                                                        |

|               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               | <p>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.</p> <p>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 release of the Class Released Claims. If you are a PAGA Employee who has requested to be excluded from the release of the Class Released Claims, you will still receive your PAGA Payment Share and will still release the PAGA Released Claims.</p> |
| <b>OBJECT</b> | <p>To object to the Settlement, you must set forth why you oppose the Settlement by submitting a written Objection. Alternatively, you may appear in Court at the Final Fairness and Approval Hearing to present your Objection. This option is available only if you do not exclude yourself from the Settlement. You must remain a Class Member to object to the Settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                       |

### ***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 non-exempt employees of Defendant within the State of California at any time between August 10, 2018 and March 1, 2026 (the “Class Period”).

The Court has also approved the following “PAGA Employees” definition for settlement purposes: All current or former non-exempt employees of Defendant within the State of California at any time between August 10, 2021 and March 1, 2026 (the “PAGA Period”).

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

### ***What is this case about?***

Plaintiffs Paola Romo and Lisette Rivera (“Plaintiffs” or “Class Representatives”) alleged claims for failure to pay wages, including minimum and overtime wages, failure to provide meal or rest periods or pay premiums in lieu thereof, failure to timely pay wages during employment or at separation, failure to provide accurate itemized wage statements, failure to maintain records, failure to pay interest on deposits, failure to reimburse business expenses, failure to provide vacation or pay vacation at termination or otherwise or pay it at the statutory (or other asserted) rate of pay, unfair competition, failure to provide or pay sick pay, Plaintiff Paola Romo further alleged a representative claim for penalties pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”) based on the violations alleged above and for failures to provide sick leave and written notice of material terms of employment. Plaintiffs asserted these claims on behalf of the Class Members and PAGA Employees, respectively. Plaintiffs sought damages, restitution, civil penalties, statutory penalties, pre- and post-judgment interest, injunctive relief, 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 Plaintiffs’ 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 Plaintiffs 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. Plaintiffs also believe this Settlement is in the best interests of all Class Members and PAGA Employees.

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

***Who are the attorneys representing the Parties?***

The attorneys representing the Parties in the Civil Action are:

**Class/PAGA Counsel**

David A. Bibiyan (SBN 287811)  
david@tomorrowlaw.com  
Vedang J. Patel (SBN 328647)  
Brandon M. Chang (SBN 316197)  
brandon@tomorrowlaw.com  
**Bibiyan Law Group, P.C.**  
1460 Westwood Boulevard  
Los Angeles, California 90024  
Telephone: (310) 438-5555  
Facsimile: (310) 300-1705

**Defense Counsel**

Mara D. Curtis (SBN 268869)  
mcurtis@reedsmith.com  
Tanner J. Hendershot (SBN 346841)  
thendershot@reedsmith.com  
**Reed Smith LLP**  
515 South Flower Street  
Suite 4300  
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 Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000.00) (the "Gross Settlement Amount"), which shall be inclusive of all payments to individual Class Members ("Individual Settlement Payments") and PAGA Employees ("PAGA Payment Shares"), all attorneys' fees and verified litigation costs and expenses to be paid to Class/PAGA Counsel, any Class Representative Enhancement Awards, settlement administration costs and expenses for the Settlement Administrator, and any and all penalty amounts to be paid regardless of the recipient. In no event will Defendant be required to pay more than the Gross Settlement Amount for the claims under the terms of the Settlement, with the limited exception of paying the employer-side payroll taxes applicable to the Individual Settlement Payments.

**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) a Class Representative Enhancement Award for each Plaintiff in an amount up to \$10,000.00 each as compensation for their service to the class for a total of \$20,000.00; (2) the Settlement administration costs to the Settlement Administrator, Phoenix Class Action Administration Solutions ("Phoenix"), estimated at approximately \$8,500.00; (3) \$40,000.00 for PAGA payments to the California Labor and Workforce Development Agency ("LWDA") and the PAGA Employees ("PAGA Fund") (75% of this, or \$30,000.00, shall be paid to the LWDA, and \$10,000.00 shall be distributed to the PAGA Employees as discussed herein); and (4) Class/PAGA Counsel's attorneys' fees payment in an amount up to 35% of the Gross Settlement Amount, or \$148,750.00, and Class/PAGA Counsel's actual, verified litigation costs payment in an amount up to \$25,000.00. All of these payments are subject to Court approval.

The "Net PAGA Settlement Amount" means the Ten Thousand Dollars and Zero Cents (\$10,000.00) that will be disbursed to the PAGA Employees from the PAGA Fund. The remaining Thirty Thousand Dollars and Zero Cents (\$30,000.00) 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 August 10, 2018 through March 1, 2026. "Qualifying Pay Periods" means the total number of pay periods that you worked for Defendant 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.

Pursuant to these calculations, your projected Individual Settlement Payment under the Settlement based on your membership in the Class would be approximately \$ [REDACTED]. 25% of your Individual Settlement Payment is allocated to alleged lost 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. 75% of your projected Individual Settlement Payment is allocated to alleged penalties 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 or Qualifying Pay Periods are identified, your Individual Settlement Payment may be reduced based on the above formula.

### **(b) PAGA Payment Share**

According to Defendant's records, you are [are not] a PAGA Employee and you worked during [REDACTED] Qualifying PAGA Pay Periods between August 10, 2021 through March 1, 2026. "Qualifying PAGA Pay Periods" means the total number of pay periods that you worked for Defendant in California during the PAGA Period.

As noted above, the PAGA Fund in this case is Forty Thousand Dollars and No Cents (\$40,000.00). Thirty Thousand Dollars (\$30,000.00) of the PAGA Fund, if approved, shall be issued to the LWDA. The Net PAGA Settlement Amount of Ten Thousand Dollars (\$10,000.00) 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 total number of pay periods that each PAGA Employee worked for Defendant in California during the PAGA Period ("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.

Pursuant to these calculations, your projected PAGA Payment Share based on your being a PAGA Employee would be approximately \$ [REDACTED]. 100% of your PAGA Payment Share is allocated to alleged penalties. 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 or Qualifying PAGA Pay Periods 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 herein, you must submit a written explanation of why you believe the Qualifying Pay Periods and/or Qualifying PAGA Pay Periods count is inaccurate. The written explanation must be submitted to the Settlement Administrator, Phoenix, and must: (1) contain your name, address, and the last four digits of your Social Security Number for identification purposes only; (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:

Phoenix Class Action Administration Solutions

[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 transmits 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 in the Complaints, or based on the facts alleged in the Complaints therein, or based on any facts discovered in the course of the litigation in each of the lawsuits. This includes, but is not limited to, claims for failure to pay wages, including minimum and overtime wages, failure to provide meal or rest periods or pay premiums in lieu thereof, failure to timely pay wages during employment or at separation, failure to provide accurate itemized wage statements, failure to maintain records, failure to pay interest on deposits, failure to reimburse business expenses, failure to provide vacation or pay vacation at termination or otherwise or pay it at the statutory (or other asserted) rate of pay, unfair competition, failure to provide or pay sick pay, 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 relief, 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, violations of California Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 400-410, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 2802, 2810.3, 2810.5, and any related provisions; all applicable IWC Wage Orders including Wage Orders 4-2001, 5-2001, and 9-2001; Code of Civil Procedure sections 1021.5 and 1032; Civil Code section 3287; and California Business and Professions Code sections 16600, 16700, and 17200 et seq. 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 transmits the Gross Settlement Amount to the Settlement Administrator, the PAGA Employees, Plaintiff Paola Romo—on behalf of herself and the State of California—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 that were or could have been alleged in the Complaints and/or PAGA Letter sent by Plaintiff to the LWDA, or based on the facts alleged therein, or based on any facts discovered in the course of the litigation in each of the lawsuits. This includes, but is not limited to, claims for penalties based upon failure to pay wages, including, but not limited to, minimum and overtime wages, failure to provide meal or rest periods or compensation in lieu thereof, failure to timely pay wages during employment or at separation, failure to provide accurate itemized wage statements, failure to maintain records, failure to pay interest on deposits, failure to reimburse business expenses, failure to provide vacation or pay vacation at termination or otherwise or pay it at the statutory (or other asserted) rate of pay, failure to provide or pay sick pay, failure to provide written notice of material terms of employment, including but not limited to, claims for penalties based on violations of Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 213, 218, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 400-410, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 1527, 2802, 2810.3, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, 8397.4, and any related provisions, Business and Professions Code sections 16600, 16700 and 17200, Government Code section 12952, 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 Complaints and/or PAGA Letter that Plaintiff Romo sent to the LWDA. This release shall extend to all such claims accrued during the PAGA Period.

The “Released Parties” are defined as follows: Defendant Ryder Last Mile, Inc., Brandon Szilagyi, Ryder System, Inc., Ryder Truck Rental, Inc., Ryder Integrated Logistics, Inc., Ryder Transportation Solutions, LLC, and each of their respective present and former parents, affiliates, divisions, 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, customers, and entities, and any individual or entity that could be jointly liable with any of the foregoing.

#### ***HOW TO RECEIVE YOUR SETTLEMENT PAYMENT?***

**You do not need to do anything to receive 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 bound by the release of the Class Released Claims, you must submit a written request to be excluded (the “Opt Out”) to the Settlement Administrator, Phoenix, at the following address below, postmarked on or before **[Response Deadline]**:

[Phoenix Class Action Administration Solutions]

**[Phoenix 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, for identification purposes only; (2) state your request to exclude yourself from the release of 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 Attorney General 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 a valid, signed written 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:

[Phoenix Class Action Administration Solutions]

[Phoenix 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 specific grounds for the objection and whether it applies to only the Class Member, to a specific subset of the class, or to the entire class; (3) be signed by you or your lawful representative; and (4) be postmarked on or before **[Response Deadline]** and returned to the Settlement Administrator, Phoenix, 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 Fund, or any other aspect of the Settlement will be held on \_\_\_\_\_, 2026 at \_\_\_\_\_ a.m./p.m., before the Honorable Joseph T. Ortiz in Department 17 of the San Bernardino Superior Court for the State of California, located at 247 West Third Street, San Bernardino, CA 92415. 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, Phoenix, 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, Phoenix, at **[add phone number]**.

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

# EXHIBIT 2

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

Mara D. Curtis (SBN 268869)  
Tanner J. Hendershot (SBN 346841)  
REED SMITH LLP  
515 South Flower Street, Suite 4300  
Los Angeles, CA 90071-1514  
Telephone: +1 213 457 8000  
Facsimile: +1 213 457 8080  
Email: mcurtis@reedsmith.com  
thendershot@reedsmith.com

Attorneys for Defendant  
RYDER LAST MILE, INC.

[Plaintiff's Counsel Listed on Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

PAOLA ROMO, an individual, and LISETTE  
RIVERA, an individual, and on behalf  
of all others similarly situated,

Plaintiff,

v.

RYDER LAST MILE, INC., a Florida  
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2217546 [lead case]  
[consolidated with CIVSB2223467]

[Assigned for all purposes to the Honorable  
Joseph T. Ortiz, Department S17]

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

|                  |                  |
|------------------|------------------|
| Complaint Filed: | August 10, 2022  |
| FAC Filed:       | October 17, 2022 |
| SAC Filed:       | October 7, 2025  |
| TAC Filed:       |                  |
| Trial Date:      | None             |

|             |               |
|-------------|---------------|
| Date:       | June 23, 2026 |
| Time:       | 1:30 p.m.     |
| Department: | S17           |

**BIBIYAN LAW GROUP, P.C.**

David D. Bibiyan, Esq. (SBN 287811)

*david@tomorrowlaw.com*

Vedang J. Patel (SBN 328647)

*vedang@tomorrowlaw.com*

Brandon M. Chang (SBN 316197)

*brandon@tomorrowlaw.com*

1460 Westwood Boulevard,

Los Angeles, CA 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs,

PAOLA ROMO, LISETTE RIVERA,

and all others similarly situated and on behalf of all other aggrieved employees

Before the Court is Plaintiffs Paola Romo’s and Lisette Rivera’s (collectively, “Plaintiffs”) unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”). Plaintiffs and Defendant Ryder Last Mile, 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”).<sup>1</sup> 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 Plaintiffs’ Motion and all papers submitted in support thereof, including the Agreement and the Exhibits thereto, the Declarations of David A. Bibiyan, Brandon M. Chang, Plaintiffs, and Jem Zimmer, and the Exhibits thereto, the Declaration of the Settlement Administrator, 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 preliminarily approves the proposed class settlement upon the terms and conditions set forth in the Agreement. The Court finds, on a preliminary basis, that the settlement appears to be within the range of reasonableness of settlement that could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the settlement amount is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that extensive and costly investigation and research has been conducted such that counsel for the Parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the

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

1 settlement at this time will avoid substantial additional costs to all Parties, as well as the delay and  
2 risks that would be presented by the further prosecution of the Action. It further appears that the  
3 settlement has been reached as the result of intensive, non-collusive and arms-length negotiations  
4 utilizing an experienced third-party neutral.

5 4. Solely for the purpose of settlement in accordance with the Agreement, the Court finds  
6 that the requirements applicable to preliminary settlement approval of class actions have been  
7 satisfied, and the Court hereby certifies, for settlement purposes only, the following class (collectively,  
8 the “Class”):

9 **Class:** All current and former non-exempt employees of Defendant within the State of  
10 California at any time between August 10, 2018 and March 1, 2026.

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

- 13 a. The Class is so numerous that joinder of all members is impracticable;
- 14 b. There are questions of law or fact common to the Class, which predominate over the  
15 questions affecting only individual members;
- 16 c. Plaintiffs Paola Romo and Lisette Rivera will fairly and adequately protect the interests  
17 of the Class and are therefore appointed as the representatives of the Class (“Class  
18 Representatives”);
- 19 d. The claims of the Class Representatives are typical of the claims of the Class;
- 20 e. Class/PAGA Counsel – *i.e.*, David A. Bibiyan, Vedang J. Patel, and Brandon M. Chang  
21 of Bibiyan Law Group, P.C. – will fairly and adequately protect the interests of the  
22 Class, are qualified to represent the Class, and are therefore appointed as attorneys for  
23 the Class for purposes of settlement; and
- 24 f. Certification of the Class is superior to other available methods for fair and efficient  
25 adjudication of the controversy.

26 6. The PAGA Employees are defined as: “All current and former non-exempt employees  
27 of Defendant within the State of California at any time between August 10, 2021 and March 1, 2026.”  
28

7. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount of \$425,000.00, which is inclusive of all Individual Settlement Payments and PAGA Payment Shares, payment of civil penalties to the California Labor and Workforce Development Agency (“LWDA”), attorneys’ fees of up to One Hundred and Forty-Eight Thousand Seven Hundred and Fifty Dollars and No Cents (\$148,750.00), which is thirty-five percent of the Gross Settlement Amount, verified litigation costs and expenses to be paid to Class/PAGA Counsel of up to Twenty Five Thousand Dollars and No Cents (\$25,000.00), any Class Representative Enhancement Award, settlement administration costs and expenses up to the amount actually billed by the Settlement Administrator, currently estimated to be Eight Thousand Five Hundred Dollars and No Cents (\$8,500.00).

8. Phoenix Class Action Administration Solutions (“Phoenix”) 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 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 and the notice requirements articulated in Labor Code Section 2699(l)(2), Plaintiffs submitted the proposed settlement to the Labor and Workforce Development Agency (LWDA) at the time this Motion was submitted to this Court for approval.

10. The Court approves as to form and content the Notice of Class and PAGA Settlement (“Notice”) attached as Exhibit 1 to the Agreement. The Court finds that the distribution of the Notice in the manner set forth in this Order and the Agreement is the best notice practicable under the

circumstances and constitutes valid, due, and sufficient notice to all members of the Class and the PAGA Employees, complying fully with the requirements of California law, the California Constitution, and any other applicable law, and shall constitute due and sufficient notice to all Class Members and PAGA Employees entitled thereto.

11. 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.

12. Pursuant to the terms of the Agreement, Phoenix 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 fourteen (14) days of receiving the Class Data from Defendant.

12. Any Class Members may request to be excluded from the Class and the Class Released Claims by submitting a written Opt Out in accordance with Paragraph 75 in the Agreement. Any such request to Opt Out will be timely only if postmarked no later than the Response Deadline, which is forty-five (45) days after the Notice is initially mailed to the Class Members. Any Class Member who submits a completed, signed, and timely written Opt Out shall not be a member of the settlement class, shall be barred from participating in this settlement, shall be barred from objecting to this settlement, and shall receive no benefit from this settlement, except that Class Members who are in the group of PAGA Employees will still receive their PAGA Payment Share and will release the PAGA Released Claims. Class Members shall be bound by this Agreement and shall release all Class Released Claims and PAGA Released Claims unless they submit a completed, signed, and timely Opt Out.

13. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff Paula Romo acting as a proxy and as Private Attorney General of, and for, the State of California and the LWDA, no PAGA Employee has the right to exclude himself or herself or Opt Out from the release of the PAGA Released Claims. The PAGA Released Claims were properly noticed to the LWDA pursuant to Labor Code Section 2698, et seq., and, therefore, are properly released in the Settlement. PAGA Employees will be bound by the release of the PAGA Released Claims upon the approval of the Agreement by the Court at the Final Fairness and Approval Hearing, regardless of

whether he or she requested exclusion by submitting an Opt Out as a Class Member, and regardless of whether he or she cashes a payment from the PAGA Fund.

14. Any Class Member wishing to object to this settlement shall inform the Court, Class/PAGA Counsel, and Defense Counsel in writing of his or her intent to object by following the procedure set forth in the Notice and prescribed by Paragraphs 80–81 of the Agreement. Any Class Member who intends to object to the Agreement must submit his or her objection to the Settlement Administrator with a postmark on or before the Response Deadline.

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

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

17. The Final Fairness and Approval Hearing shall be held on \_\_\_\_\_, 2026 at \_\_\_\_\_ a.m./p.m., before the Honorable Joseph T. Ortiz in Department S17 of the San Bernardino Superior Court for the State of California, located at 247 West Third Street, San Bernardino, CA 92415. At that time, the Court shall determine: (a) whether the proposed settlement of the Civil Action on the terms and conditions provided for in the Agreement is fair, just, reasonable, and adequate and should be finally approved; (b) whether judgment as provided in the Agreement should be entered herein; (c) whether to approve Class/PAGA Counsel’s application for an award of attorneys’ fees and costs, and any Class Representative Enhancement Awards to Plaintiffs; and (d) to hear any timely objections to the settlement.

REED SMITH LLP  
A limited liability partnership formed in the State of Delaware

18. 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.

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

20. Pending the Final Fairness and Approval Hearing, Plaintiffs, the 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.

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: \_\_\_\_\_, 2026

HONORABLE JOSEPH T. ORTIZ  
SAN BERNARDINO COUNTY SUPERIOR COURT  
JUDGE