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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

QUINCY GRIFFIN PERKINS, JOSE
JOHNSON, IGNACIO PARKS, AND
TIWAN JOHNSON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

HADCO METAL TRADING SANTA FE
SPRINGS CA dba RYDER
INTEGRATED
LOGISTICS INC.: and DOES 1-50,
inclusive,

Defendants.

Lead Case No. 3:23-cv-00502-WHO
[Consolidated for all purposes with Case
No. 3:23-cv-01694-WHO & Case No.
4:22-cv-07456-JST]

[Assigned to the Honorable William H.
Orrick]

FRCP RULE 23 CLASS ACTION

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California and I am the principal of Bokhour Law Group, P.C. and I serve as attorney of record for Plaintiffs Quincy Griffin Perkins, Jose Johnson, Ignacio Parks, and Tiwan Johnson (collectively, “Plaintiffs”) and the Putative Class.

2. I am familiar with the file in this matter and if called as a witness I could and would competently testify to the following facts of my own personal knowledge.

3. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

4. I have been a member, in good standing, of the State Bar of California since 2012. I am admitted to practice before all California state courts and the United States District Court of California for each district and have litigated class action and Private Attorneys General Act (“PAGA”) representative action cases in various courts in California.

5. I graduated from the University of California, Berkeley in 2007. I received my Juris Doctorate from Loyola Law School, Los Angeles in 2012. I began my legal career focusing on plaintiff-side employment litigation with an emphasis on disability discrimination and harassment matters under the Fair Employment and Housing Act. After practicing for several years practicing in an amorphous range of civil litigation on behalf of both plaintiffs and defendants, I opened my law firm in 2014 with an exclusive concentration in representation of employees against employers to recover unpaid wages and vindicate harassment, discrimination, and retaliation claims in various contexts. The vast majority of my cases have been litigated as class actions, representative PAGA actions, or a combination of the two.

6. I am also an active member of the California Employment Lawyers Association (“CELA”) and have attended various Continuing Legal Education courses pertaining to advocacy on behalf of employees. My firm has the experience, resources,

1 and means necessary to allow us to provide adequate representation as Class Counsel
2 to all aggrieved employees in this litigation. Currently, my firm is acting as lead
3 counsel in at least twenty-five wage-and-hour class actions and co-counsel in at least
4 twenty other wage-and-hour class action.

5 7. I have been selected as a “Super Lawyer Rising Star” in Employment
6 Litigation during the years 2017, 2018, 2019, 2020, and 2021, and in 2022-2023, I was
7 selected as a “Super Lawyer”, a distinction that is reserved for the top 2.5% of lawyers
8 in the practice area. I have also been recognized by TopVerdicts.com for achieving
9 several of the top wage and hour class and PAGA action settlements in California.

10 8. Through a contested but productive mediation, Plaintiffs and Defendants
11 Ryder Transportation Solutions, LLC and/or Ryder Integrated Logistics, Inc.
12 (“Defendants”) (collectively, the “Parties”) entered into a Class Action and PAGA
13 Settlement Agreement and Addendum resolving the wage and hour claims of the Class
14 (“Settlement Agreement” and/or “Settlement”), which is attached hereto as **Exhibit**
15 **“1”**. The Settlement Agreement seeks to fully release and discharge Defendants from
16 the claims brought against it in this matter in exchange for Defendant’s agreement to
17 pay \$2,950,000 on a non-reversionary, non-claims made basis (each Class Member
18 will receive his/her share of the Net Settlement Amount without having to submit a
19 claim form or taking action, except for those who opt-out). Plaintiffs seek to represent
20 a Class of similarly situated current and former non-exempt employees who worked
21 for Defendants within the State of California at any time from October 17, 2018
22 through January 24, 2024 (the “Class” or “Class Members”). Likewise, the Aggrieved
23 Employees include all persons who performed work in any non-exempt position for
24 Defendants in California at any time from October 14, 2021 through January 24, 2024.
25 (“Aggrieved Employees”).

26 9. Under the terms of the Settlement Agreement, Defendants will not oppose
27 Plaintiffs’ Counsel’s application for (1) a reasonable award of attorney’s fees not to
28 exceed \$983,333.33 (1/3 of the Gross Settlement Amount), (2) compensation of

1 Plaintiffs' litigation expenses not to exceed \$50,000.00, (3) a settlement administrator
2 payment estimated to be approximately \$35,000.00, (4) a PAGA Fund of \$60,000.00
3 (of which \$45,000.00 or 75% will be paid to the Labor and Workforce Development
4 Agency ("LWDA") and the remaining \$15,000.00 or 25% will be paid to the PAGA
5 Employees), and (5) Class Representative Enhancement Awards to each named
6 Plaintiff in an amount not to exceed \$15,000.00. After all Court-approved deductions
7 from the Gross Settlement Amount, it is estimated that \$1,712,500.00 will be available
8 to pay the Individual Settlement Payments of the Participating Class Members (i.e.,
9 those Class Members who do not opt out of the settlement), as follows:

	Total Amount
<i>Gross Settlement Amount</i>	\$2,950,000.00
Attorneys' Fees (35 percent of GSA)	\$983,333.33
Litigation Costs (Not to Exceed)	\$50,000.00
Administrator Costs (Not to Exceed)	\$35,000.00
PAGA Fund	\$60,000.00
Class Representative's Service Award	\$60,000.00
<i>Net Class Settlement Amount</i>	\$1,761,666.67

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16 10. The Net Class Settlement Amount will be allocated and paid on a pro rata
17 basis based on each Participating Class Member's total number of weeks worked
18 during the Class Period. The average Individual Settlement Payment that will be paid
19 to Participating Class Members is estimated to be approximately \$327.75, less payroll
20 deductions and withholdings on the portion of the settlement payment allocated to
21 wages (Defendants will separately pay their share of payroll taxes). The Net PAGA
22 Settlement Amount of \$15,000 that will be disbursed to the PAGA Employees from
23 the PAGA Fund will be allocated and paid on a pro-rata basis based on each PAGA
24 Employee's total number of pay periods worked during the PAGA Period. The
25 Settlement is non-reversionary, and Class Members will not be required to submit
26 claim forms to receive payment, but each Class Member will receive the Notice Packet
27 containing information about his/her share, the opportunity to dispute the number of
28 Compensable Workweeks worked by the Class Member, and the opportunity to opt-

1 out or object to the Settlement. All Class Members who do not affirmatively opt out
2 will receive a settlement check upon the Court granting final approval.

3 11. On October 14, 2022, counsel for Plaintiffs Jose Johnson and Ignacio
4 Parks sent a notice of alleged Labor Code violations purportedly caused by RTS to the
5 LWDA. On October 17, 2022, Plaintiffs Jose Johnson and Ignacio Parks filed a
6 Complaint in the Superior Court of the State of California for the County of Alameda
7 against RTS, entitled *Jose Johnson et al. v. Ryder Transportation Solutions, LLC*,
8 Alameda County Superior Court No. 22CV019819 (“*Johnson Action*”), alleging six
9 (6) causes of action for: (1) minimum wage violations, (2) failure to pay wages timely
10 during employment, (3) failure to indemnify all necessary business expenses, (4) wage
11 statement violations, (5) waiting time penalties, and (6) unfair competition. On
12 November 14, 2022, Plaintiff Quincy Griffin Perkins filed a Complaint in the Superior
13 Court of the State of California for the County of Alameda against RIL, entitled *Quincy*
14 *Griffin Perkins v. Hadco Metal Trading Santa Fe Springs CA dba Ryder Integrated*
15 *Logistics Inc.*, Alameda County Superior Court No. 22CV021674 (“*Perkins I*”). In
16 *Perkins I*, Plaintiff Quincy Griffin Perkins alleged twelve (12) causes of action against
17 RIL for: (1) failure to pay wages including overtime, (2) failure to provide meal
18 periods, (3) failure to provide rest periods, (4) failure to timely pay wages, (5) failure
19 to provide accurate itemized wage statements, (6) failure to indemnify necessary
20 business expenses, (7) violation of California’s unfair competition laws, Business &
21 Professions Code Sections 17200 *et seq.*, (8) improper use of consumer credit report,
22 (9) violation of the Fair Credit Reporting Act for failure to make proper disclosures,
23 (10) violation of the Fair Credit Reporting Act for failure to obtain authorization, (11)
24 failure to make proper disclosure and obtain authorization (California Civil Code §§
25 1786 *et seq.*), and (12) failure to make proper disclosure (California Civil Code §§
26 1785 *et seq.*). Plaintiff Quincy Griffin Perkins erroneously named Defendant RIL as
27 “Hadco Metal Trading Santa Fe Springs CA dba Ryder Integrated Logistics, Inc.” On
28 that same day, Perkins’ counsel sent a notice of alleged Labor Code violations

1 purportedly caused by RIL to the LWDA. On November 23, 2022, RTS removed the
2 *Johnson* Action to the United States District Court of the Northern District of
3 California where it was assigned Case No. 3:22-cv-07456. On January 19, 2023,
4 Plaintiff Quincy Griffin Perkins filed a separate action alleging one claim under PAGA
5 against RIL, entitled *Quincy Griffin Perkins v. Hadco Metal Trading Santa Fe Springs*
6 *CA dba Ryder Integrated Logistics Inc.*, Alameda County Superior Court No.
7 23CV025921 (“*Perkins II*”). Plaintiff Quincy Griffin Perkins again erroneously named
8 Defendant RIL as “Hadco Metal Trading Santa Fe Springs CA dba Ryder Integrated
9 Logistics, Inc.” On February 2, 2023, RIL removed *Perkins I* to the United States
10 District Court of the Northern District of California where it was assigned Case No.
11 3:23-cv-00502. On March 22, 2023, the parties to the *Johnson* Action filed a Joint
12 Stipulation for Leave to File a First Amended Complaint. The stipulation attached the
13 proposed First Amended Complaint which added a separate cause of action for
14 penalties under California’s Private Attorneys General Act (PAGA), and stated that the
15 First Amended Complaint would be deemed filed as of the date the court approved the
16 stipulation. On March 23, 2023, the court issued an order granting the parties’
17 stipulated request to file the First Amended Complaint. On April 7, 2023, RIL removed
18 *Perkins II* to the United States District Court of the Northern District of California,
19 where it was initially assigned Case No. 4:23-cv-01694 and then later Case No. 3:23-
20 cv-01694-WHO. On May 4, 2023, the parties to *Perkins II* filed a Joint Stipulation to
21 Transfer and Consolidate the action with *Perkins I*. On May 10, 2023, the presiding
22 judge over *Perkins II* granted the stipulation, and the case was consolidated with
23 *Perkins I* with 3:23-cv-01694-WHO as the lead case caption. On October 12, 2023,
24 counsel for Plaintiffs Jose Johnson and Ignacio Parks sent a letter to RIL on behalf of
25 former RIL employee Tiwan Johnson, advising that they represented his interests and
26 requesting various employment records on his behalf. On December 8, 2023, Plaintiffs
27 filed a First Amended Consolidated Class and PAGA Action Complaint, consolidating
28 the *Perkins* Actions with the *Johnson* Action. On December 21, 2023, Plaintiffs filed

1 a Second Amended Consolidated Class and PAGA Action Complaint. The Plaintiffs
2 in the First and Second Amended Consolidated Class and PAGA Action Complaint are
3 Jose Johnson, Ignacio Parks, Quincy Griffin Perkins, and Tiwan Johnson, and the
4 Defendants are RIL and RTS. Plaintiffs alleged the following causes of action in the
5 Second Amended Consolidated Class and PAGA Action Complaint: (1) failure to pay
6 wages including overtime and minimum wages, (2) failure to provide meal periods, (3)
7 failure to provide rest periods, (4) failure to timely pay wages, (5) failure to provide
8 accurate itemized wage statements, (6) failure to indemnify necessary business
9 expenses, (7) violation of Business & Professions Code Section 17200, *et seq.*, and (8)
10 PAGA penalties. On November 22, 2023, Plaintiffs Jose Johnson, Ignacio Parks,
11 Quincy Griffin Perkins, and Tiwan Johnson sent an amended notice of alleged Labor
12 Code violations to the LWDA. On January 30, 2024, Plaintiffs Jose Johnson, Ignacio
13 Parks, Quincy Griffin Perkins, and Tiwan Johnson sent a further amended notice of
14 alleged Labor Code violations to the LWDA.

15 12. Shortly after removal, Plaintiffs served written discovery on Defendants,
16 including special interrogatories with a request for the class list, and requests for
17 production of documents. In preparation for the Rule 26 conference, the Parties
18 engaged in a series of meet and confers regarding the merits of the claims and defenses,
19 the scope of class discovery, briefing schedules and other matters. After the Rule 26
20 conference, the Parties engaged in heavy litigation and discovery in preparation for
21 class certification, including exchanging initial disclosures, written discovery, the
22 Class list pursuant to a Belaire West opt-out notice, and Defendants produced hundreds
23 of documents relating to applicable policies, class claims, pay structures, and related
24 matters. After receiving the documents, Plaintiffs discovered an alternative unpaid-
25 wage theory relating to Defendants' alleged unlawful Alternative Workweek Schedule
26 practice and alleged failure to correctly pay overtime and sick pay wages, and promptly
27 filed a First Amended Complaint to incorporate these theories.

28 13. As discovery continued, the Parties discussed scheduling various

1 depositions, as well as depositions of Plaintiffs and various employees and fact
2 witnesses. Plaintiffs' counsel interviewed numerous Class Members and prepared to
3 obtain declarations for a class certification motion.

4 14. Although Defendants fully denied, and continue to deny, the factual and
5 legal allegations in this case and believe they have valid defenses to Plaintiffs' claims,
6 the Parties agreed to submit the matter to mediation before expending substantial time
7 and fees on discovery disputes and the class certification process. In preparation for
8 mediation, the Parties engaged in an extensive informal discovery process where
9 information, correspondence, documents, and legal analysis were exchanged,
10 including procedures, payroll, and timekeeping records, and evidence relating to the
11 class size. Defendants also provided Plaintiffs with a significant sampling of
12 timekeeping and payroll records amounting to nearly 100,000 shifts worked. The
13 informal exchange enabled Plaintiffs to look deeply into the validity of the claims and
14 Defendants' defenses, enabling Plaintiffs and their counsel to analyze, research, and
15 investigate the potential claims of all similarly situated employees.

16 15. On October 24, 2023, Plaintiffs and Defendants engaged in mediation
17 before Mr. Antonio Piazza, Esq., an experienced mediator in this area of law. The
18 mediation was successful and a global settlement in principle was reached and the
19 Parties entered into a Memorandum of Understanding. Thereafter, the Parties
20 memorialized the terms of the settlement in a long-form Settlement Agreement
21 attached hereto as Exhibit 1, which was negotiated following the mediation.

22 16. Plaintiffs were employed by Defendants as truck drivers, warehouse
23 associates, and material handlers. Plaintiffs contend that Defendants' non-exempt
24 California employees have all been governed by the same basic compensation plans
25 and policies governing wage payment, meal/rest breaks, sick pay, and bonus plans,
26 which Defendants dispute.

27 17. Plaintiffs' operative Complaint alleges various violations of the California
28 Labor Code. For instance, Plaintiffs alleges that, at all relevant times, Defendants

1 employed a uniform timekeeping policy and practice that failed to account for all time
2 work by Plaintiffs and other truck driver, warehouse associates, and material handler
3 employees. However, Defendants vehemently opposed this claim, arguing that their
4 timekeeping policy complied with California law and exhaustive compliance practices,
5 including but not limited to timekeeper acknowledgment forms to confirm that all
6 hours worked were recorded or, if there was an error on the timesheet, required to fill
7 out a timesheet edit form.

8 18. Additionally, Plaintiffs claim that Defendants failed to pay overtime
9 properly and minimum wages were predicated on an off-the-clock theory and regular
10 rate theory, as well as sick pay wages due to the failure to include all earned
11 compensation in the calculation for the regular rate of pay. Defendants deny this claim
12 because no regular rate calculations were accurate and the bonuses paid to the Class
13 Members were allegedly discretionary in nature and, therefore, need not be included in
14 the calculations for overtime compensation.

15 19. Defendants denied these claims on grounds that their policies prohibit off-
16 the-clock work, and further provide an avenue for employees to report any off-the-
17 clock given that all hours worked must be recorded. Plaintiffs also alleged that
18 Defendants failed to implement an Alternative Workweek Schedule and thus failed to
19 pay all overtime wages owed.

20 20. Plaintiffs also alleged that warehouse associates were often subjected to
21 meal period violations due to late first meals (after the fifth hour of work), short meal
22 periods (less than 30 minutes in length) and no (or late or short) second meal periods
23 for shifts over 10 hours.

24 21. And the same facts that denied Class members the ability to take
25 compliant meal periods also resulted in a failure to provide compliant off-duty rest
26 breaks. Defendants refuted each of these allegations, arguing that the Class Members
27 were provided all mandated breaks pursuant to compliant written policies regarding
28 the provision and timing of meal periods and rest breaks, and procedures that ensured

1 meal and rest period compliance, including weekly timekeeping acknowledgement
2 forms to report any meal or rest period that was not provided and a premium paid.

3 22. Finally, Plaintiffs argued that Defendants paid failed to pay all wages due
4 and owing to the Class Members upon separation due to the various unpaid wage
5 claims discussed above. Defendants denied that it failed to pay any wages and further
6 argued that any underpayment, if it occurred, was not intentional or willful as required
7 to impose waiting time penalties under Labor Code § 203.

8 23. Defendants also argued that there are substantive reasons that would
9 prevent certification of the Class. First, in addition to disputing the merits of Plaintiffs'
10 claims, Defendants disputed that Plaintiffs could obtain class certification, arguing a
11 lack of commonality of the legal claims and injuries, lack of ascertainability, lack of
12 superiority, among other arguments. Defendants further argued that they complied
13 with the applicable law and that any purported deviations therefrom were
14 individualized in nature, thereby limiting Plaintiffs' ability to certify the class. While
15 Plaintiffs assert that this is a suitable case for certification,

16 24. In determining a realistic range of recovery for each claim, Plaintiff offset
17 Defendant's maximum theoretical exposure by: (i) the strength of the defenses to the
18 merits of Plaintiffs' claims; (ii) the risk of class certification being denied; (iii) the
19 risk of losing on any of a number of dispositive motions that could have been brought
20 between certification and trial (e.g., motions to decertify the class, motions for
21 summary judgment, and/or motions in limine) that might have eliminated all or some
22 of Plaintiffs' claims, or barred evidence/testimony in support of the claims; (iv) the
23 risk of losing at trial; and (v) the chances of a favorable verdict being reversed on
24 appeal ("Risk Factors"). Such a discount is inherently reasonable given that Plaintiff
25 would have had to overcome multiple, dependent contingencies to prevail on their
26 claims. If anything, the overall projected odds for the above risks is reasonable to the
27 class' position, since plaintiffs in employment cases rarely prevail on all of the claims
28 at any of these dispositive stages.

1 25. Plaintiffs first allege that Defendants employed a uniform timekeeping
2 policy and practice that failed to account for all time worked by Plaintiffs and other
3 truck driver employees. In practice, it was alleged Defendants' policies/practices result
4 in a systematic underpayment of wages to the putative class members during each shift.
5 Based on data and information gathered in discovery and informally prior to mediation,
6 as well as an analysis of such data by a retained expert, Plaintiffs allege that the truck
7 driver Class Members were underpaid for 5 minutes (0.08 hours) per shift on average
8 during the applicable period, with an effective rate of pay of \$23.18 per hour. Because
9 there were 625,057 shifts worked by the Class Members, the maximum potential
10 damages for this claim is \$1,159,105 (625,057 shifts x 0.08 hours underpaid per shift
11 x \$23.18).

12 26. But this maximum figure ignores Defendants' multiple defenses
13 regarding the off-the-clock claim. First, Defendants argued that it would defeat
14 certification on this claim because their pay plans adequately compensated the truck
15 drivers' Class Members, and any determination regarding the minutes or frequency of
16 the clockwork would be highly speculative and individualized. Based on this argument
17 and others, the Plaintiffs assigned a 40% risk that the Court would deny class
18 certification on the off-the-clock claims. Additionally, Defendants alleged that, if
19 certification were granted, it would defeat the claim on the merits at summary judgment
20 or at trial because its policies were, at all times, facially neutral in compliance with
21 California law. Plaintiffs assigned an additional 40% discount for risks at the merits
22 stage, resulting in a total risk-adjusted value for the off the clock claim of \$417,278.05.

23 27. Plaintiffs also alleged two other forms of unpaid wage claims on behalf
24 of the Warehouse Associates: (1) unpaid overtime due to the failure to incorporate
25 earned bonuses in the calculations for the regular rate of pay and corresponding
26 overtime payments, and (2) failure to pay overtime wages due to Defendants use of an
27 alternative workweeks schedule. However, these claims each had a very low per-
28 person and total value, and the true value lies in the accompanying claim for waiting

1 time penalties under Labor Code § 203.

2 28. In regard to the waiting time penalty claim, there were approximately
3 3,324 Class Members who separated from their employment with Defendants during
4 the statutory period. As such, the maximum potential penalty under Labor Code § 201
5 – 203 is \$18,492,076 (3,324 workers x 8 hours per day x average rate of \$23.18 x 30
6 days). However, Defendants argued that it would defeat the waiting time penalty claim
7 as to the Plaintiffs’ unpaid wages claim because the failure to pay wages, if any, was
8 not willful given the Defendants’ alleged facial neutral policy. Furthermore,
9 Defendants argued that it would defeat liability for waiting time penalties arising from
10 the other unpaid wage claims. Plaintiffs applied the Risk Factors and adjusted the
11 waiting time claim for a reasonable 20% recovery value at approximately \$3,698,415.

12 29. With regard to Plaintiffs’ meal and rest break claims, Defendants argued
13 that notwithstanding it has always maintained compliant written meal period policies
14 in its Employee Handbook, Plaintiffs’ claims for meal and rest period as to the truck
15 drivers were preempted by Federal Motor Carrier Safety Administration’s (“FMCSA”)
16 determination that interstate motor carriers are exempt from California’s meal-and-
17 rest-break rules. (See *International Brotherhood of Teamsters, Local 2785 v. Federal*
18 *Motor Carrier Safety Administration*, No. 18-73488 (2021) [The Ninth Circuit
19 concluded that the FMCSA properly determined that California’s meal and rest break
20 rules were state regulations “on commercial motor vehicle safety so that they were
21 within the agency’s pre-emption authority”].) However, notwithstanding these
22 arguments, Plaintiffs discounted the meal and rest break claims for the driver. The
23 Class Members who are warehouse associates and who were arguably not subject to
24 the FMSCA pre-emption, worked approximately 870,353 shifts during the applicable
25 period. Based on an alleged 45% violation rate for the meal period claims, as
26 extrapolated from the pre-mediation sampling, and a conservative 25% violation rate
27 for the rest break claims, the maximum potential damages are \$7,245,688 and
28 \$4,025,382, respectively.

1 30. However, Defendants vehemently opposed these claims based on the
2 argument that Plaintiffs' meal and rest period claims fall directly into the category of
3 "individualized issues," claiming that its policies were compliant, and the employees
4 had ample latitude regarding whether, when, and how they took their breaks. Therefore,
5 Defendants asserted that a fact-finder would have to determine for each Class Member
6 whether a break was missed and why, and why a break was noncompliant/nonexistent,
7 because if it was by the employee's choice, no liability attaches to the defendant. Based
8 on these arguments, and applying certain of the Risks Factors, Plaintiffs believe there
9 is a 65% risk that the Court would deny class certification on these meal period claims
10 and a 75% risk as to the rest break claims. Defendants also argued that, even if
11 certification were granted, it would defeat these claims on the merits because
12 Defendants utilized compliant policies and practices and it would present sufficient
13 evidence that the workers were properly provided with all breaks. Moreover,
14 Defendants argued that Plaintiffs would be unable to present sufficient evidence
15 establishing the number of meal and rest period violations in order to allow a fact-
16 finder to appropriately determine damages. Plaintiffs acknowledged the Risks Factors
17 risks and incorporated a further 25% reduction. Plaintiffs therefore calculates the risk-
18 adjusted value of the meal claims to be \$1,449,137 and the rest break claims to be
19 \$805,076.

20 31. Finally, Plaintiffs estimates the maximum potential penalties for the wage
21 statement claims as \$13,372,900 (based on approximately 133,729 wage statements
22 allegedly violative wage statements issued during the Class Period). Defendants
23 mounted a strong challenge to this claim based on the argument that the wage statement
24 was facially compliant thus satisfying the purpose and language of Labor Code §
25 226(a). See *Mejia v. Farmland Mutual Insurance Company* (E.D. Cal. 2018) 2018 WL
26 3198006. Based on this argument, Plaintiffs assigned a 70% risk at the class
27 certification stage and a 50% risk on the merits, thus creating a risk-adjusted value for
28 the wage statement claim of \$2,005,935.

1 32. Plaintiffs further alleged that Defendants failed to reimburse the Class for
2 expenses incurred to carry out their duties, including the cost to acquire and maintain
3 a smartphone and related monthly plan to communicate with Defendants. Based on
4 these claims, Plaintiffs’ counsel estimated that Class Members incurred \$25 in
5 unreimbursed expenses per month. Thus, the maximum potential value of the
6 unreimbursed expense claim was \$2,615,660.

7 33. However, Defendants argued that this claim had no merit because its
8 policy did not require or even encourage the Class to use personal cellular phones or
9 incur other expenses to carry out their duties for the company. Defendants argued that
10 this claim was not suited for class certification because it would require individualized
11 assessments of whether a Class Member incurred expenses, why they did so, whether
12 each expense was “necessary,” and how frequently it happened. Plaintiffs
13 acknowledged the risk factors risks and incorporated a further 75% reduction to arrive
14 at \$653,900.

15 34. In sum when factoring in defenses and risks of ongoing litigation,
16 Plaintiffs estimate the risk-adjusted class recovery as follows:

17	• Overtime/Minimum Wage:	\$417,278.05
18	• Labor Code §§ 201 – 203 Claims:	\$3,698,415
19	• Meal Period Claims:	\$1,449,137
20	• Rest Break Claims:	\$805,076
21	• Wage Statement Claims:	\$2,005,935
22	• Failure to Reimburse Claim:	\$653,900
23	• <u>TOTAL RISK-ADJUSTED PENALTIES AND DAMAGES:</u>	\$ 9,029,741.05

24 35. Plaintiffs also sought PAGA penalties for each violation for which they
25 are available and alleged that these penalties can be “stacked.” *See Gonzalez v.*
26 *Corecivic of Tennessee, LLC*, No. 1:16-cv-01891-DAD-JLT, 2018 WL 4388425 (E.D.
27 Cal. Sept. 12, 2018) (“‘stacking’ PAGA penalties is not inappropriate under California
28 law”). Assuming that a PAGA penalty is available in the default amount of \$100 per

1 pay period and is not reduced, the maximum potential PAGA penalty would be
2 \$13,372,900 per claim for the 133,729 pay periods in the PAGA period.

3 36. However, this maximum figure fails to account for numerous unclear
4 issues relating to PAGA claims. First, it is unclear whether stacking is permissible
5 and/or whether the court would award penalties in such a way (especially for purely
6 derivative penalties). Second, the maximum figure fails to acknowledge that courts
7 have wide latitude to reduce the amount of civil penalties “based on the facts and
8 circumstances of a particular case” and if “to do otherwise would result in an award
9 that is unjust, arbitrary and oppressive, or confiscatory.” Labor Code § 2699(h); *Cotter*
10 *v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016) (noting in the context of
11 approving settlement that a reduction in PAGA penalties would be “appropriate” based
12 on the “unjust, arbitrary and oppressive, or confiscatory” factors because (i) the
13 employer did not “deliberately evad[e] a clear obligation to provide legally required
14 pay and benefits to employees,” (ii) the employer did not “negligently fail to learn
15 about its obligations under the wage and hour laws,” and (iii) the employer’s
16 obligations were “genuinely unclear” because “there is no straight answer to the
17 question.”). Plaintiffs are also cognizant of the risks facing PAGA claims in federal
18 court, including the myriad of cases holding that PAGA claims do not satisfy
19 constitutional standing requirements. *See, e.g., Raphael v. Tesoro Ref. & Mktg. Co.*
20 *LLC*, No. 2:15-CV-02862-ODW, 2015 WL 5680310 at *2 (C.D. Cal. Sept. 25, 2015)
21 (PAGA claim lacked constitutional standing because “[a]lthough PAGA authorizes
22 representative actions, California state law cannot alter federal procedural and
23 jurisdictional requirements”).

24 37. In addition, PAGA penalties are discretionary and based on the trial
25 Court’s view consistent with the purposes of penalties under PAGA. Trial court
26 reasonably determined under Lab C § 2699(e)(2) that an award of the
27 maximum penalty amount would be unjust based on evidence that (1) after certain
28 dates, the employer took its obligations under Wage Order No. 9 seriously and

1 attempted to comply with the law. *Thurman v. Bayshore Transit Management, Inc.*
2 (Cal. App. 4th Dist. 2012), 203 Cal. App. 4th 1112, 138 Cal. Rptr. 3d 130, 2012 Cal.
3 App. LEXIS 223; *ZB, N.A. v. Superior Court* (Cal. 2019), 252 Cal. Rptr. 3d 228, 448
4 P.3d 239, 8 Cal. 5th 175, 2019 Cal. LEXIS 6629; Employer’s failure to provide timely
5 meal breaks or pay meal period premiums to employees working shifts slightly in
6 excess of five hours violated meal break requirements and warranted civil penalties in
7 a Private Attorney General Act representative action. The violations were not de
8 minimis absent evidence of practical administrative difficulties, and a significant
9 reduction in the penalty showed that the trial court took into account the employer’s
10 good faith attempt to comply. *Carrington v. Starbucks Corp.* (Cal. App. 4th Dist.
11 2018), 241 Cal. Rptr. 3d 647, 30 Cal. App. 5th 504, 2018 Cal. App. LEXIS 1190.
12 Additionally, courts have found that the “subsequent” penalty under PAGA applies
13 only after a court or the Labor Commissioner determines that the employer has violated
14 the Labor Code. *See Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSKKX, 2019
15 WL 2436998, at *5 (C.D. Cal. June 10, 2019) (“employers are not subject to heightened
16 penalties . . . until a court or commissioner notifies the employer that it is in violation
17 of the Labor Code . . . [Plaintiff] has not offered evidence that the Labor Commission
18 or a court has notified them of PAGA violations [thus] PAGA’s heightened penalty of
19 \$200 for subsequent violations will not be calculated to determine the amount in
20 controversy”); *Steenhuyse v. UBS Fin. Servs., Inc.*, 317 F. Supp. 3d 1062, 1067 (N.D.
21 Cal. 2018) (same); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077
22 ODW (FFMx), 2014 WL 4961182 (C.D. Cal., October 2, 2014) (“Under the Labor
23 Code, if an employer does not have notice that they are committing a violation, they
24 are not subject to the heightened penalties.”); *Trang v. Turbine Engine Components*
25 *Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal.
26 Dec. 19, 2012) (“courts have held that employers are not subject to heightened
27 penalties for subsequent violations unless and until a court or commissioner notifies
28 the employer that it is in violation of the Labor Code”), citing *Amaral v. Cintas Corp.*

1 No. 2, 163 Cal. App. 4th 1157 (2008). Therefore, Plaintiff determined a \$100 value per
2 pay period as reasonable given the facts and issues herein.

3 38. Given the realistic value of Plaintiffs' claims, the \$2,950,000.00
4 settlement is an excellent result for the Class, considering that the settlement amount
5 totals approximately 32% of Plaintiffs' risk-adjusted value of the case.

6 39. The Settlement was the product of extensive arm's length negotiations
7 between counsel and was facilitated by an experienced wage-and-hour class action
8 mediator. Though cordial and professional, the Settlement negotiations were
9 adversarial and non-collusive in nature. The Settlement reached is the product of
10 substantial effort by the Parties and their counsel. Although Plaintiffs and Class
11 Counsel believed that there was a possibility of certifying the claims, they recognized
12 the potential risk, expense, and complexity posed by litigation, such as unfavorable
13 decisions on class certification, summary judgment, at trial and/or on the damages
14 awarded, and/or on an appeal that can take several more years to litigate. In addition,
15 if Defendants prevailed on any of its defenses, the Class Members may not have
16 received any substantial monetary recovery.

17 40. The Settlement will result in a fair payment to each Settlement Class
18 Member based on the number of Compensable Workweeks worked during the Class
19 Period. As set forth hereinabove, Plaintiffs and counsel have diligently investigated the
20 claims and defenses on behalf of the Class Members and worked to achieve a resolution
21 of the claims to maximize the recovery by avoiding further expenditure of attorneys'
22 fees and costs. After evaluating the significant risks attendant with further litigation
23 described above and weighing them against the benefits of a known compromise and
24 settlement as set forth in the Settlement Agreement, settlement on the terms agreed to
25 is believed to be in the best interest of Plaintiffs and the Class and is a fair and
26 reasonable resolution of the claims alleged.

27 41. Plaintiffs' counsel brought to bear a great deal of collective experience in
28 negotiating the settlement of this case. As detailed herein, Plaintiffs' counsel engaged

1 in the necessary informal discovery, investigation, sampling, and expert evaluation,
2 making it possible to exercise informed judgment throughout the settlement process,
3 including significant document review (e.g., documents pertaining to Defendant's
4 policies and procedures, personnel documents, wage statements, time records, among
5 others) and conducted an extensive analysis and extrapolation of the sampling of class-
6 wide data provided by Defendant.

7 42. Based on our experience in other cases, including wage and hour matters,
8 I believe Joshua Falakassa and I are qualified to evaluate the class claims and viability
9 of defenses in this class action. In this case, the recovery for each Class Member is
10 reasonable, fair, and adequate, and a settlement at this time is in the Class's best interest.
11 The Settlement compensates each Class Member for the alleged violations when
12 viewed in relation to the costs and risks inherent in obtaining class certification and
13 proceeding to trial.

14 43. Plaintiffs' counsel, as well as Defendant's counsel, fully endorse the terms
15 and conditions of the Settlement as set forth in the abovementioned Settlement
16 Agreement.

17 44. Of course, the Settlement Amount represents a compromise figure, taking
18 into account the various risks surrounding class certification and the merits of
19 Defendant's asserted defenses. Nevertheless, the Settlement provides for fair and
20 adequate payments to the Class Members, with no reversion to Defendant.

21 45. Plaintiffs seek a Service Awards in an amount not to exceed \$15,000.00
22 to each named Plaintiff, which we believe is fair and warranted. Plaintiffs agreed to
23 come forward in an effort to effectuate a policy and practice change that benefitted all
24 other Class Members, and to recover unpaid wages and penalties. They assumed
25 significant risk in bringing this litigation, namely, had they lost, they would have been
26 ordered to pay Defendants' costs.

27 46. Plaintiffs provided invaluable assistance to the investigation and
28 prosecution of this case, including providing factual background for the class and

1 PAGA Complaint; reviewing the litigation documents; providing information and
2 documentation about Defendant's policies and practices; participating in phone calls
3 to discuss litigation and settlement strategy; and reviewing the settlement documents.
4 Plaintiffs agreed to participate in this case with no guarantee of personal benefit.
5 Plaintiffs' comprehensive declaration setting forth all of the reasons why he believes
6 that the Service Award should be approved has been filed herewith.

7 47. As set forth above, I have handled upwards of 250 class and representative
8 actions, have been appointed as class counsel and have successfully litigated and
9 resolved several class actions, and many others remain pending.

10 48. When this case was taken on a contingency fee basis, with our firms
11 agreeing to assume responsibility for all litigation costs, the ultimate result was far
12 from certain. During this litigation, we paid all costs, including the filing fees, court
13 costs, research/database fees, mediation costs, and expert costs. There was never a
14 guarantee that our firms would recoup this expenditure.

15 49. It is our experience that attorneys' fee awards of one-third of a common
16 fund settlement are the standard in California. Once the Court grants preliminary
17 approval of the Settlement Agreement and the Notice Packet is disseminated,
18 Plaintiffs' counsel will submit a request for attorneys' fees and costs with its final
19 approval motion. Defendants do not oppose this fee request. The fee is further
20 warranted because it is within the range of reasonableness typically awarded in class
21 actions. Our firm's collective costs will not exceed \$50,000 and will be based on the
22 actual amount incurred at the time of final approval.

23 50. Subject to the Court's approval, the parties stipulated to ILYM Group,
24 Inc. to serve as the Settlement Administrator. ILYM Group, Inc. is experienced in
25 administering class action settlements and will not exceed than \$35,000.00 to
26 administer this class action Settlement.

27 51. Plaintiffs obtained proposals from multiple administrators and selected
28 ILYM as it provided the lowest bid.

52. My firm has previously engaged ILYM as a selected in at least 30 cases in the last two years.

53. Plaintiffs have concurrently submitted the Settlement to the LWDA in accordance with Labor Code Section 2699(1)(2).

54. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the Settlement as being fair, reasonable, and in the best interests of the Class, as well as preliminarily approve the requested attorneys' fees and costs, and service award to the Class Representative.

55. The proposed Stipulation re Amended Class Notice and Amended Class Notice is attached hereto as **Exhibit 2 and Exhibit 2-1**. The proposed notice plan is for the Settlement Administrator to mail the Notice to the last known address of all Class Members complies with all California Rule of Court requirements 3.79(f) and 3.766(b) as well as the Northern District of California requirements. The contents of the proposed Notice Packet include (1) the material terms of the Settlement; (2) the proposed attorneys' fees and costs and the Settlement Administration Costs; (3) details about the final fairness hearing and how Class Members may elect to exclude themselves or make an objection; and (4) how Class Members can obtain additional information.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct on this 17th day of April 2024, in Los Angeles, California.

/s/ Mehrdad Bokhour

By: _____
Mehrdad Bokhour, Esq.

EXHIBIT 1

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by
3 and between Plaintiffs Quincy Griffin Perkins, Jose Johnson, Ignacio Parks, and Tiwan
4 Johnson (collectively, “Plaintiffs”) on the one hand, and Defendants Ryder Integrated
5 Logistics, Inc. (erroneously sued herein as Hadco Metal Trading Santa Fe Springs CA
6 dba Ryder Integrated Logistics Inc.) and Ryder Transportation Solutions, LLC
7 (collectively, “Defendants”) on the other hand (Plaintiffs and Defendants are
8 collectively referred to as the “Parties”), with regard to the lawsuits filed against
9 Defendants in the cases styled *Quincy Griffin Perkins, et al. v. Hadco Metal Trading*
10 *Santa Fe Springs CA dba Ryder Integrated Logistics Inc.*, Case No. 3:23-cv-00502-
11 *WHO, Quincy Griffin Perkins, et al. v. Hadco Metal Trading Santa Fe Springs CA dba*
12 *Ryder Integrated Logistics Inc.*, Case No. 3:23-cv-01694-WHO, and *Jose Johnson, et*
13 *al. v. Ryder Transportation Solutions, LLC*, Case No. 4:22-cv-07456-JST which are
14 now consolidated and pending before the U.S. District Court for the Northern District
15 of California (the “Civil Action”).

16 **I. THE SETTLEMENT AGREEMENT**

17 1. Subject to the Court’s approval pursuant to Rule 23 of the Federal Rules
18 of Civil Procedure and 28 U.S.C. § 1715, *et seq.*, Plaintiffs and Defendants have agreed
19 to settle the Civil Action upon the terms and conditions and for the consideration set
20 forth in this Agreement. A summary of the terms of the settlement is as follows:

21 A. **Settlement Amount.** Defendants shall pay a settlement amount of Two
22 Million Nine Hundred Fifty Thousand Dollars and No Cents
23 (\$2,950,000.00), referred to herein as the Gross Settlement Amount,
24 which shall be inclusive of all Individual Settlement Payments and PAGA
25 Payment Shares, all attorneys’ fees and expenses (including court costs)
26 to be paid to Class/PAGA Counsel, any Class Representative
27 Enhancement Award, settlement administration costs and expenses, and
28 any and all penalty amounts to be paid regardless of the recipient. In no

1 event shall Defendants be required to pay more than the Gross Settlement
2 Amount under this Agreement with the limited exceptions of the escalator
3 clause outlined in paragraph 111 below and the payment of the employer-
4 side payroll taxes applicable to the Individual Settlement Payments. In
5 no event shall any portion of the Gross Settlement Amount revert to
6 Defendants. 25% of the Individual Settlement Payments to the
7 Participating Class Members will be allocated to alleged lost wages, and
8 the other 75% of the Individual Settlement Payments will be allocated to
9 alleged interest and penalties. 100% of the payments to the PAGA
10 Employees shall be allocated to penalties.

11 **B. Class Definition.** The Class consists of all current and former hourly-
12 paid or non-exempt employees of Ryder Transportation Solutions, LLC
13 and/or Ryder Integrated Logistics, Inc. employed in California at any time
14 during the Class Period (*i.e.*, October 17, 2018 through January 24, 2024)
15 who do not timely opt out.

16 **C. Class Period.** The Class Period is October 17, 2018 through January 24,
17 2024.

18 **D. Settlement Administration.** The Settlement Administrator shall be
19 ILYM Group, Inc. From the Gross Settlement Amount, settlement
20 administration fees in a reasonable amount shall be paid to the Settlement
21 Administrator. Settlement administration fees are estimated to be
22 approximately Fifty-Four Thousand Nine Hundred and Fifty Dollars and
23 No Cents (\$54,950.00). If the actual cost of settlement administration is
24 less or more than the amount approved by the Court, those funds shall be
25 added to or subtracted from the Net Class Settlement Amount.

26 **E. Enhancement Awards.** Class/PAGA Counsel, on behalf of Plaintiffs,
27 shall apply to the Court for a Class Representative Enhancement Award
28 for each of the Plaintiffs in an amount not to exceed Fifteen Thousand

Dollars and No Cents (\$15,000.00), 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. Plaintiffs shall execute a full general release with a Civil Code Section 1542 waiver in exchange for the Class Representative Enhancement Awards.

F. **PAGA Penalties.** From the Gross Settlement Amount, Sixty Thousand Dollars and No Cents (\$60,000.00) 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.*, Forty-Five Thousand Dollars and No Cents (\$45,000.00)) shall be paid by the Settlement Administrator directly to the California Labor and Workforce Development Agency (“LWDA”). The remaining Fifteen Thousand Dollars and No Cents (\$15,000.00) 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.** Class/PAGA Counsel may seek attorneys’ fees of up to One Million Thirty-Two Thousand Five Hundred Dollars and No Cents (\$1,032,500.00), which is thirty-five percent of the Gross Settlement Amount, and actual litigation costs of up to Fifty Thousand Dollars and No Cents (\$50,000.00), to be paid out of the Gross Settlement Amount. Defendants shall not oppose this request for attorneys’ fees and actual litigation costs.

II. **DEFINITIONS**

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

2. **“Civil Action”** means the lawsuits filed against Defendants in the cases styled *Quincy Griffin Perkins, et al. v. Hadco Metal Trading Santa Fe Springs CA dba*

1 *Ryder Integrated Logistics Inc.*, Case No. 3:23-cv-00502-WHO, *Quincy Griffin*
2 *Perkins, et al. v. Hadco Metal Trading Santa Fe Springs CA dba Ryder Integrated*
3 *Logistics Inc.*, Case No. 3:23-cv-01694-WHO, and *Jose Johnson, et al. v. Ryder*
4 *Transportation Solutions, LLC*, Case No. 4:22-cv-07456-JST, all of which were
5 consolidated and are now pending before the United States District Court for the
6 Northern District of California, bearing the lead case number of 3:23-cv-00502-WHO.

7 3. **“Class”, “Class Member”, or “Class Members”** means all current and
8 former hourly-paid or non-exempt employees of Ryder Transportation Solutions, LLC
9 and/or Ryder Integrated Logistics, Inc. employed in California at any time during the
10 Class Period (*i.e.*, October 17, 2018 through January 24, 2024).

11 4. **“Class/PAGA Counsel”** means James R. Hawkins, Gregory Mauro,
12 Michael Calvo, and Lauren Falk of James Hawkins APLC, Joshua Falakassa of
13 Falakassa Law, P.C., and Mehrdad Bokhour of Bokhour Law Group, P.C.

14 5. **“Class Period”** means October 17, 2018 through preliminary approval
15 of this settlement or January 24, 2024, whichever is earlier.

16 6. **“Class Released Claims”** are defined in paragraphs 99 and 100 below.

17 7. **“Class Representative Enhancement Award”** means any payment to
18 each of the named Plaintiffs for his service to the Class and in exchange for an
19 individual release as set forth in paragraph 94. The Class Representative Enhancement
20 Award is in addition to whatever payments Plaintiffs may otherwise be entitled to as a
21 Participating Class Member and/or PAGA Employee.

22 8. **“Complaint”** means, collectively, the following: the complaint filed on
23 October 17, 2022 by Plaintiffs Jose Johnson and Ignacio Parks against Ryder
24 Transportation Solutions, LLC, currently pending in the United States District Court
25 of the Northern District of California, styled *Jose Johnson v. Ryder Transportation*
26 *Solutions, LLC*, Case No. 4:22-cv-07456-JST, and the subsequent First Amended
27 Complaint filed on or about March 23, 2023; the complaint filed on November 14,
28 2022 by Plaintiff Quincy Griffin Perkins against Ryder Integrated Logistics, Inc.,

1 currently pending in the United States District Court of the Northern District of
2 California, styled *Quincy Griffin Perkins v. Hadco Metal Trading Santa Fe Springs*
3 *CA dba Ryder Integrated Logistics Inc.*, Case No. 3:23-cv-00502-WHO, the complaint
4 filed on January 19, 2023 by Quincy Griffin Perkins against Ryder Integrated
5 Logistics, Inc., currently pending in the United States District Court of the Northern
6 District of California, styled *Quincy Griffin Perkins v. Hadco Metal Trading Santa Fe*
7 *Springs CA dba Ryder Integrated Logistics Inc.*, Case No. 3:23-cv-01694-WHO; and
8 the First Amended Consolidated Class and PAGA Action Complaint filed by Plaintiffs
9 Jose Johnson, Ignacio Parks, Quincy Griffin Perkins, and Tiwan Johnson against Ryder
10 Integrated Logistics, Inc. and Ryder Transportation Solutions, LLC, on December 8,
11 2023, Case Nos. 3:23-cv-00502-WHO, 3:23-cv-01694-WHO, and 4:22-cv-07456-JST,
12 styled *Quincy Griffin Perkins v. Hadco Metal Trading Santa Fe Springs CA dba Ryder*
13 *Integrated Logistics Inc.*, and the subsequent Second Amended Consolidated Class and
14 PAGA Action Complaint (*i.e.*, the “Consolidated Action”) filed on December 21,
15 2023.

16 9. “**Consolidated Action**” means the Second Amended Consolidated Class
17 and PAGA Action Complaint filed by Plaintiffs on or about December 21, 2023 (Dkt.
18 No. 41) in the United States District Court for the Northern District of California, Case
19 Nos. 3:23-cv-00502-WHO, 3:23-cv-01694-WHO, and 4:22-cv-07456-JST, styled
20 *Quincy Griffin Perkins v. Hadco Metal Trading Santa Fe Springs CA dba Ryder*
21 *Integrated Logistics Inc.*

22 10. “**Court**” means the United States District Court of the Northern District
23 of California.

24 11. “**Defendants**” means Ryder Integrated Logistics, Inc. and Ryder
25 Transportation Solutions, LLC.

26 12. “**Defense Counsel**” means Mara D. Curtis, Rafael N. Tumanyan, and
27 Tanner J. Hendershot of Reed Smith LLP.

28 13. “**Effective Date**” means the first date upon which all of the following

1 events have occurred:

- 2 (i) this Agreement has been executed by all Plaintiffs, Defendants,
3 Class/PAGA Counsel, and Defense Counsel;
- 4 (ii) the Court has preliminarily approved the settlement;
- 5 (iii) notice has been properly given to Class Members and PAGA
6 Employees, providing them notice of the settlement and providing
7 Class Members an opportunity to opt out of the release of Class
8 Released Claims;
- 9 (iv) the Court has held a Final Fairness and Approval Hearing and
10 entered a Final Order and Judgment approving the settlement; and
- 11 (v) in the event no appeal is filed, then thirty (30) days have passed
12 after the notice of entry of the Final Order and Judgment, or, if an
13 appeal is filed, then the appeal, writ or other appellate proceeding
14 opposing the settlement has been finally dismissed. In this regard,
15 it is the intention of the Parties that the Agreement shall not become
16 effective until the Court's order approving the settlement has
17 become completely final, and there is no timely recourse by an
18 appellant or objector who seeks to contest the settlement.

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

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

1 16. **“Gross Settlement Amount”** means the maximum amount of Two
2 Million Nine Hundred Fifty Thousand Dollars and No Cents (\$2,950,000.00) that
3 Defendants shall be required to pay under this Agreement.

4 17. **“Individual Settlement Payment”** means the individual proceeds paid
5 to each Participating Class Member, as described below in paragraph 84.

6 18. **“Johnson Action”** or **“Johnson”** means the case entitled *Jose Johnson*
7 *et al. v. Ryder Transportation Solutions, LLC*, Alameda County Superior Court No.
8 22CV019819, which was subsequently removed to the United States District Court of
9 the Northern District of California and assigned Case No. 4:22-cv-07456-JST.

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

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

16 21. **“Net PAGA Settlement Amount”** means the Fifteen Thousand Dollars
17 and No Cents (\$15,000.00) that will be disbursed to the PAGA Employees from the
18 PAGA Fund.

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

26 23. **“Objection”** means a Class Member’s written objection to the settlement.
27 Any Objection shall be in the form described in paragraphs 79–82 below.

28 24. **“Opt Out”** means a written request that a Class Member may submit to

1 be excluded from the settlement and the Class Released Claims. Any Opt Out shall be
2 in the form described in paragraphs 74–76 below.

3 25. **“PAGA Employees”** or **“PAGA Employee”** means all current and
4 former hourly-paid or non-exempt employees of Ryder Transportation Solutions, LLC
5 and/or Ryder Integrated Logistics, Inc. employed in California at any time during the
6 PAGA Period (*i.e.*, October 14, 2021 through January 24, 2024).

7 26. **“PAGA Fund”** means the amount that the Parties have agreed to pay to
8 the LWDA and the PAGA Employees in connection with PAGA. The Parties agree
9 that Sixty Thousand Dollars (\$60,000.00) of the Gross Settlement Amount shall be
10 allocated to the resolution of all claims under PAGA. Pursuant to Labor Code Section
11 2699(i), the PAGA Fund will be distributed as follows: 25%, or Fifteen Thousand
12 Dollars (\$15,000.00), to the PAGA Employees, and 75%, or Forty-Five Thousand
13 Dollars (\$45,000.00), to the LWDA.

14 27. **“PAGA Letters”** means, collectively, the notice of alleged Labor Code
15 violations that Plaintiffs Jose Johnson and Ignacio Parks caused to be sent to the
16 LWDA on or about October 14, 2022, the notice of alleged Labor Code Violations that
17 Plaintiff Quincy Griffin Perkins caused to be sent to the LWDA on or about November
18 14, 2022, and the amended notice of alleged Labor Code violations that Plaintiffs Jose
19 Johnson, Ignacio Parks, Quincy Griffin Perkins, and Tiwan Johnson caused to be sent
20 to the LWDA on or about November 22, 2023, and also the further amended notice of
21 alleged Labor Code violations that Plaintiffs Jose Johnson, Ignacio Parks, Quincy
22 Griffin Perkins, and Tiwan Johnson caused to be sent to the LWDA on or about January
23 30, 2024.

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

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

1 30. **“PAGA Period”** means October 14, 2021 through January 24, 2024.

2 31. **“PAGA Released Claims”** are defined in paragraph 102 below.

3 32. **“Participating Class Members”** means all Class Members who do not
4 submit a timely and valid Opt Out under the process described in paragraphs 74–76.

5 33. **“Parties”** means Plaintiffs and Defendants.

6 34. **“Perkins Actions”** or **“Perkins”** means both *Perkins I* and *Perkins II*.

7 35. **“Perkins I”** means the case entitled *Quincy Griffin Perkins v. Hadco*
8 *Metal Trading Santa Fe Springs CA dba Ryder Integrated Logistics Inc.*, Alameda
9 County Superior Court No. 22CV021674, which was subsequently removed to the
10 United States District Court of the Northern District of California and assigned Case
11 No. 3:23-cv-00502-WHO.

12 36. **“Perkins II”** means the case entitled *Quincy Griffin Perkins v. Hadco*
13 *Metal Trading Santa Fe Springs CA dba Ryder Integrated Logistics Inc.*, Alameda
14 County Superior Court No. 23CV025921, which was subsequently removed to the
15 United States District Court for the Northern District of California and assigned Case
16 No. 3:23-cv-01694-WHO.

17 37. **“Plaintiffs”** means Jose Johnson, Ignacio Parks, Quincy Griffin Perkins,
18 and Tiwan Johnson.

19 38. **“Proof of Work”** means document(s) that a Class Member or PAGA
20 Employee may submit to the Settlement Administrator in order to show that he or she
21 is entitled to payment based upon a different number of Workweeks or Qualifying
22 PAGA Pay Periods than the number calculated by the Settlement Administrator based
23 upon Defendant’s data. Adequacy of the Proof of Work submitted will be evaluated
24 by Defense Counsel, and the Settlement Administrator. In the event of a disagreement,
25 the Settlement Administrator will make the final decision.

26 39. **“Qualifying PAGA Pay Periods”** means the total number of pay periods
27 that each PAGA Employee worked for Ryder Transportation Solutions, LLC and/or
28 Ryder Integrated Logistics, Inc. in California during the PAGA Period.

1 40. **“Released Parties”** means Ryder Integrated Logistics, Inc. and Ryder
2 Transportation Solutions, LLC, and each of their respective present and former parents,
3 affiliates, divisions, subsidiaries, acquired companies, and each of their respective
4 present and former directors, officers, shareholders, agents, representatives,
5 employees, partners, attorneys, insurers, predecessors, successors, assigns, affiliated
6 companies, customers, and entities, and any individual or entity that could be jointly
7 liable with any of the foregoing.

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

15 42. **“RIL”** means Ryder Integrated Logistics, Inc.

16 43. **“RTS”** means Ryder Transportation Solutions, LLC.

17 44. **“Settlement Administrator”** means ILYM Group, Inc.

18 45. **“Settlement Payment Rate”** means the gross amount that a Participating
19 Class Member shall receive for each of the Workweeks. The Settlement Payment Rate
20 for each Participating Class Member shall be determined as described in paragraph 84
21 below.

22 46. **“Workweeks”** means the total number of weeks that each Class Member
23 worked for Ryder Transportation Solutions, LLC and/or Ryder Integrated Logistics,
24 Inc. in California during the Class Period.

25 **III. BACKGROUND**

26 47. On October 14, 2022, counsel for Plaintiffs Jose Johnson and Ignacio
27 Parks sent a notice of alleged Labor Code violations purportedly caused by RTS to the
28 LWDA.

48. On October 17, 2022, Plaintiffs Jose Johnson and Ignacio Parks filed a Complaint in the Superior Court of the State of California for the County of Alameda against RTS, entitled *Jose Johnson et al. v. Ryder Transportation Solutions, LLC*, Alameda County Superior Court No. 22CV019819 (“*Johnson Action*”), alleging six (6) causes of action for: (1) minimum wage violations, (2) failure to pay wages timely during employment, (3) failure to indemnify all necessary business expenses, (4) wage statement violations, (5) waiting time penalties, and (6) unfair competition.

49. On November 14, 2022, Plaintiff Quincy Griffin Perkins filed a Complaint in the Superior Court of the State of California for the County of Alameda against RIL, entitled *Quincy Griffin Perkins v. Hadco Metal Trading Santa Fe Springs CA dba Ryder Integrated Logistics Inc.*, Alameda County Superior Court No. 22CV021674 (“*Perkins I*”). In *Perkins I*, Plaintiff Quincy Griffin Perkins alleged twelve (12) causes of action against RIL for: (1) failure to pay wages including overtime, (2) failure to provide meal periods, (3) failure to provide rest periods, (4) failure to timely pay wages, (5) failure to provide accurate itemized wage statements, (6) failure to indemnify necessary business expenses, (7) violation of California’s unfair competition laws, Business & Professions Code Sections 17200 *et seq.*, (8) improper use of consumer credit report, (9) violation of the Fair Credit Reporting Act for failure to make proper disclosures, (10) violation of the Fair Credit Reporting Act for failure to obtain authorization, (11) failure to make proper disclosure and obtain authorization (California Civil Code §§ 1786 *et seq.*), and (12) failure to make proper disclosure (California Civil Code §§ 1785 *et seq.*). Plaintiff Quincy Griffin Perkins erroneously named Defendant RIL as “Hadco Metal Trading Santa Fe Springs CA dba Ryder Integrated Logistics, Inc.” On that same day, Perkins’ counsel sent a notice of alleged Labor Code violations purportedly caused by RIL to the LWDA.

50. On November 23, 2022, RTS removed the *Johnson Action* to the United States District Court of the Northern District of California where it was assigned Case No. 3:22-cv-07456.

1 51. On January 19, 2023, Plaintiff Quincy Griffin Perkins filed a separate
2 action alleging one claim under PAGA against RIL, entitled *Quincy Griffin Perkins v.*
3 *Hadco Metal Trading Santa Fe Springs CA dba Ryder Integrated Logistics Inc.*,
4 Alameda County Superior Court No. 23CV025921 ("*Perkins II*"). Plaintiff Quincy
5 Griffin Perkins again erroneously named Defendant RIL as "Hadco Metal Trading
6 Santa Fe Springs CA dba Ryder Integrated Logistics, Inc."

7 52. On February 2, 2023, RIL removed *Perkins I* to the United States District
8 Court of the Northern District of California where it was assigned Case No. 3:23-cv-
9 00502.

10 53. On March 22, 2023, the parties to the *Johnson* Action filed a Joint
11 Stipulation for Leave to File a First Amended Complaint. The stipulation attached the
12 proposed First Amended Complaint which added a separate cause of action for
13 penalties under California's Private Attorneys General Act (PAGA), and stated that the
14 First Amended Complaint would be deemed filed as of the date the court approved the
15 stipulation. On March 23, 2023, the court issued an order granting the parties'
16 stipulated request to file the First Amended Complaint.

17 54. On April 7, 2023, RIL removed *Perkins II* to the United States District
18 Court of the Northern District of California where it was initially assigned Case No.
19 4:23-cv-01694 and then later Case No. 3:23-cv-01694-WHO.

20 55. On May 4, 2023, the parties to *Perkins II* filed a Joint Stipulation to
21 Transfer and Consolidate the action with *Perkins I*. On May 10, 2023, the presiding
22 judge over *Perkins II* granted the stipulation, and the case was consolidated with
23 *Perkins I* with 3:23-cv-01694-WHO as the lead case caption.

24 56. On October 12, 2023, counsel for Plaintiffs Jose Johnson and Ignacio
25 Parks sent a letter to RIL on behalf former RIL employee Tiwan Johnson, advising that
26 they represented his interests and requesting various employment records on his behalf.

27 57. On October 24, 2023, Plaintiffs Jose Johnson, Ignacio Parks, Quincy
28 Griffin Perkins, and Tiwan Johnson along with Defendants Ryder Transportation

1 Solutions, LLC and Ryder Integrated Logistics, Inc. engaged in mediation before Mr.
2 Antonio Piazza, Esq., an experienced mediator in this area of law. The mediation was
3 successful and a global settlement in principle covering the *Johnson* Action and
4 *Perkins* Actions was reached.

5 58. On December 8, 2023, Plaintiffs filed a First Amended Consolidated
6 Class and PAGA Action Complaint, consolidating the *Perkins* Actions with the
7 *Johnson* Action. On December 21, 2023, Plaintiffs filed a Second Amended
8 Consolidated Class and PAGA Action Complaint. The Plaintiffs in the First and
9 Second Amended Consolidated Class and PAGA Action Complaint are Jose Johnson,
10 Ignacio Parks, Quincy Griffin Perkins, and Tiwan Johnson, and the Defendants are RIL
11 and RTS. Plaintiffs alleged the following causes of action in the Second Amended
12 Consolidated Class and PAGA Action Complaint: (1) failure to pay wages including
13 overtime and minimum wages, (2) failure to provide meal periods, (3) failure to
14 provide rest periods, (4) failure to timely pay wages, (5) failure to provide accurate
15 itemized wage statements, (6) failure to indemnify necessary business expenses, (7)
16 violation of Business & Professions Code Section 17200, *et seq.*, and (8) PAGA
17 penalties.

18 59. On November 22, 2023, Plaintiffs Jose Johnson, Ignacio Parks, Quincy
19 Griffin Perkins, and Tiwan Johnson sent an amended notice of alleged Labor Code
20 violations to the LWDA. On January 30, 2024, Plaintiffs Jose Johnson, Ignacio Parks,
21 Quincy Griffin Perkins, and Tiwan Johnson sent a further amended notice of alleged
22 Labor Code violations to the LWDA.

23 60. Defendants deny each of the allegations of each Complaint and the PAGA
24 Letters, deny that Defendants have any liability for the claims of Plaintiffs, the putative
25 class they purport to represent or any allegedly aggrieved employee, and deny that
26 Plaintiffs, the putative class they purport to represent or any allegedly aggrieved
27 employee is entitled to any relief.

28 61. In December 2023, Plaintiffs and Defendants executed a memorandum of

1 understanding, which memorializes the material terms of the Agreement.

2 62. This Agreement is made in compromise of and embraces all claims
3 against any of the Released Parties as enumerated in paragraphs 99–102 below,
4 including, but not limited to, all claims that were alleged or could have been alleged in
5 the Complaint and the PAGA Letters.

6 63. Because the settled matter is a putative class and PAGA representative
7 action, this Agreement must receive preliminary and final approval by the Court.
8 Accordingly, Plaintiffs and Defendants enter into this Agreement on a conditional
9 basis. Should the Court, or any other court taking jurisdiction of this matter, decline
10 to approve all material aspects of the Agreement or make any ruling substantially
11 altering the material terms of the settlement, the Agreement shall be voidable and
12 unenforceable as to Plaintiffs and Defendants, at the option of any party; in such a
13 scenario, any party may exercise his or its option to void this Agreement by giving
14 notice, in writing, to the other party and to the Court at any time before final approval
15 by the Court of this Agreement. In the event that the Effective Date, as defined herein,
16 does not occur, this Agreement shall be deemed null and void *ab initio* and shall be of
17 no force or effect whatsoever, and shall not be referred to or utilized for any purpose.
18 Defendants deny all of Plaintiffs' and all class and representative claims as to liability
19 and damages. Defendants expressly reserve all rights to challenge any and all such
20 claims and allegations upon all procedural and factual grounds, including the assertion
21 of all defenses, if the Effective Date of the Agreement does not occur. Likewise,
22 Plaintiffs expressly reserve all rights to pursue, amend, dismiss or otherwise dispose of
23 the claims covered under this Agreement, including but not limited to seeking
24 damages, restitution, fees, expenses, interest and/or any other monetary amount for the
25 claims included in the Civil Action or for any other claims Plaintiffs may have against
26 Defendants, in the event the Effective Date of the Agreement does not occur.

27 64. Class/PAGA Counsel and Defense Counsel have extensive experience in
28 litigating wage and hour class actions in California.

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 and the Class Members and PAGA Employees, and is fair and reasonable.

66. Similarly, Defendants have 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 their best interest and is fair and reasonable.

67. This Agreement 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 granting final approval of the settlement. The Court shall retain jurisdiction over the Civil Action and Parties for purposes of enforcing the Agreement and resolving any disputes relating to the Agreement.

IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE

A. Preliminary Approval of Settlement

68. 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

1 their motion for preliminary approval and all supporting papers to Defense Counsel for
2 review at least ten (10) days prior to filing. Plaintiffs and Defendants agree that the
3 conditional certification of the Class for settlement purposes only is in no way an
4 admission by any of the Released Parties that class certification would otherwise be
5 proper. Class/PAGA Counsel shall submit a copy of this Agreement to the LWDA at
6 the same time that it is submitted to the Court, in accordance with California Labor
7 Code Section 2699(1)(2).

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

17 **B. Notice of Class and PAGA Settlement by Mail**

18 70. The Settlement Administrator shall, within forty-five (45) days of the date
19 of preliminary approval of this settlement, mail by First-Class United States mail the
20 Notice of Class and PAGA Settlement to each Class Member and PAGA Employee,
21 all in English and Spanish, using the most recent address available to the Settlement
22 Administrator for mail delivery. The Settlement Administrator shall perform a
23 reasonable search for a new address for any returned mail without a forwarding
24 address.

25 71. Any Notice of Class and PAGA Settlement returned to the Settlement
26 Administrator as non-delivered on or before the Response Deadline shall be re-mailed
27 to the forwarding address affixed thereto. If no forwarding address is provided, the
28 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.

72. The Notice of Class and PAGA Settlement to be provided to each Class Member and PAGA Employee shall set forth the number of Workweeks 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 gross settlement payment that the Class Member and/or PAGA Employee shall receive under this settlement if the Court grants final approval of the settlement.

73. If the Class Member or PAGA Employee wishes to contest the number of Workweeks 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. 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 do not have a right to opt out, regardless of whether they submit a valid Opt Out.

C. Opt Outs

74. Any Class Member seeking to be excluded from the Class and this settlement shall submit a written Opt Out to the Settlement Administrator. The written Opt Out must: (1) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (2) state the Class Member's request to exclude himself or herself from the settlement and to opt out of the release of the Class Released Claims; (3) be signed by the Class Member or his or her lawful representative; and (4) 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. 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 within seven (7) days after the Response Deadline.

75. If more than five percent (5%) of the Class Members opt out of the settlement by submitting completed, signed, and timely written Opt Outs, Defendants shall have the right in their sole discretion to rescind and void this Agreement by giving

1 written notice to Class/PAGA Counsel within ten (10) business days after the
2 Settlement Administrator informs the Parties that the opt out rate exceeded five percent
3 (5%).

4 76. Because this settlement resolves claims and actions brought pursuant to
5 PAGA by Plaintiffs acting as a proxy and as Private Attorneys General of, and for, the
6 State of California and the LWDA, the Parties agree that no PAGA Employee has the
7 right to exclude himself or herself or Opt Out from the release of the PAGA Released
8 Claims. PAGA Employees will be bound by the release of the PAGA Released Claims
9 upon the approval of the Agreement by the Court at the Final Fairness and Approval
10 Hearing, regardless of whether he or she requested exclusion by submitting an Opt Out
11 as a Class Member, and regardless of whether he or she cashes a payment from the
12 PAGA Fund. The Parties also agree that no PAGA Employee has the right to object
13 to the terms of the settlement in his or her capacity as a PAGA Employee.

14 **D. Declaration of Compliance**

15 77. As soon as practicable, but no later than ten (10) days following the close
16 of the Response Deadline, the Settlement Administrator shall provide Class/PAGA
17 Counsel and Defense Counsel with a declaration attesting to completion of the notice
18 process set forth in this Agreement, the number and names of Opt Outs and Objections,
19 and a summary of any disputes raised by any Class Members or PAGA Employees.
20 This declaration shall be filed with the Court by Class/PAGA Counsel along with a
21 motion requesting final approval of the settlement.

22 **E. Sufficient Notice**

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

1 settlement and the Final Fairness and Approval Hearing.

2 **F. Objections to Settlement**

3 79. Any Class Member may object to the settlement. To object, the Class
4 Member may appear at the Final Fairness and Approval Hearing in person or
5 telephonically, have an attorney object for the Class Member, or submit a written brief
6 or statement of objection informing the Court, Class/PAGA Counsel, and Defense
7 Counsel in writing of his or her intent to object by following the procedure for written
8 objections set forth in the Notice of Class and PAGA Settlement no later than the
9 Response Deadline. Any Objection must: (1) state the Class Member's full name,
10 address, and the last four digits of his or her Social Security Number (for identification
11 purposes only); (2) state the grounds for the objection; (3) be signed by the Class
12 Member or his or her or its lawful representative; and (4) be postmarked on or before
13 the Response Deadline and returned to the Settlement Administrator. The Court may,
14 in its sole discretion, permit any Class Member to lodge objections to the settlement at
15 the Final Fairness and Approval Hearing, regardless of whether the Class Member has
16 submitted a written objection.

17 80. Any Class Member who does not object prior to or at the Final Fairness
18 and Approval Hearing by the means set forth in paragraphs 79-83 shall be foreclosed
19 from objecting to this settlement (including but not limited to by appeal), unless
20 otherwise ordered by the Court.

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

27 82. Moreover, because this settlement resolves claims and actions brought
28 pursuant to PAGA by Plaintiffs acting as a proxy and as Private Attorneys General of,

1 and for, the State of California and the LWDA, the Parties agree that no PAGA
2 Employee has the right to object to the terms of the settlement in his or her capacity as
3 a PAGA Employee.

4 **G. Final Fairness and Approval Hearing**

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

21 **H. Individual Settlement Payment Procedures**

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

24 84. Class Payment. Participating Class Members shall be paid exclusively
25 from the Net Class Settlement Amount. Plaintiffs and Defendants agree that the
26 formula for allocating Individual Settlement Payments to Participating Class Members
27 provided herein is reasonable and that the Individual Settlement Payments are designed
28 to provide a fair settlement, despite the uncertainties of the amounts alleged to be owed

1 to Participating Class Members and the calculation of them. Distribution amongst
2 Participating Class Members based on their Workweeks is fair and reasonable here.
3 Plaintiffs and Defendants have agreed that the distribution to each Participating Class
4 Member shall be determined as set forth below. The Individual Settlement Payment
5 to each Participating Class Member shall be determined based on the number of
6 Workweeks applicable to that Participating Class Member. The Net Class Settlement
7 Amount shall be divided by the total number of Workweeks for all Participating Class
8 Members. The result of this division shall yield a Settlement Payment Rate. The gross
9 amount of each Participating Class Member's Individual Settlement Payment shall be
10 calculated by multiplying the number of Workweeks applicable to that Participating
11 Class Member by the Settlement Payment Rate.

12 85. PAGA Payment. PAGA Employees shall be paid exclusively from the
13 Net PAGA Settlement Amount. Plaintiffs and Defendants agree that the formula for
14 allocating PAGA Payment Shares to PAGA Employees provided herein is reasonable
15 and that the PAGA Payment Shares are designed to provide a fair settlement, despite
16 the uncertainties of the amounts alleged to be owed to PAGA Employees and the
17 calculation of them. Distribution amongst PAGA Employees based on Qualifying
18 PAGA Pay Periods applicable to that PAGA Employee is fair and reasonable here.
19 Plaintiffs and Defendants have agreed that the distribution to each PAGA Employees
20 shall be determined as set forth below. The PAGA Payment Share to each PAGA
21 Employee shall be determined based on the number of Qualifying PAGA Pay Periods
22 applicable to each PAGA Employee. The Net PAGA Settlement Amount shall be
23 divided by the total number of Qualifying PAGA Pay Periods for all PAGA
24 Employees. The result of this division shall yield a PAGA Payment Rate. The gross
25 amount of each PAGA Employee's PAGA Payment Share shall be calculated by
26 multiplying the number of Qualifying PAGA Pay Periods applicable to that PAGA
27 Employee by the PAGA Payment Rate. Since this payment is exclusively for statutory
28 and civil penalties, there will be no governmentally-required employee tax

1 withholdings or employer payroll taxes deducted from each PAGA Payment Share.

2 86. Within ten (10) business days after the Effective Date, Defendants shall
3 transmit the Gross Settlement Amount to the Settlement Administrator. Within twenty
4 (20) business days after the Effective Date, the Settlement Administrator shall transmit
5 to Class/PAGA Counsel the attorneys' fees, costs, and expenses approved by the Court,
6 shall transmit to Plaintiffs their respective Class Representative Enhancement Award
7 approved by the Court, shall transmit to the LWDA its portion of the PAGA Fund,
8 shall mail an Individual Settlement Payment to each Participating Class Member, and
9 shall mail a PAGA Payment Share to each PAGA Employee. Under no circumstances
10 shall the Settlement Administrator distribute checks to Participating Class Members or
11 PAGA Employees until all timely disputes and Proof of Work have been considered,
12 calculated, and accounted for, and the Class/PAGA Counsel's fees, costs, and
13 expenses, costs of the Settlement Administrator, and Class Representative
14 Enhancement Awards, if any, have been calculated and accounted for.

15 87. The Individual Settlement Payments are payments for all Class Released
16 Claims for the Participating Class Members. The Settlement Administrator shall be
17 authorized to establish a Qualified Settlement Fund ("QSF") pursuant to Internal
18 Revenue Service ("IRS") rules and regulations in which the Gross Settlement Amount
19 shall be placed and from which payments required by the settlement shall be made.
20 Twenty-five percent (25%) of the amount of each Individual Settlement Payment to
21 each Participating Class Member shall be allocated to alleged lost wages and shall be
22 subject to withholding. Seventy-five percent (75%) of the amount of each Individual
23 Settlement Payment to each Participating Class Member shall be allocated to alleged
24 penalties and interest and shall not be subject to withholding. One hundred percent
25 (100%) of the amount of each PAGA Payment Share to each PAGA Employee shall
26 be allocated to alleged penalties and shall not be subject to withholding. Each
27 Participating Class Member, each PAGA Employee, Class/PAGA Counsel, and
28 Plaintiffs shall be responsible for remitting to state and/or federal taxing authorities any

1 applicable taxes which may be owed on the portion of any payment received pursuant
2 to this Agreement.

3 88. It is expressly understood and agreed that the receipt of an Individual
4 Settlement Payment or PAGA Payment Share shall not entitle any Participating Class
5 Member or PAGA Employee to compensation or benefits under any company bonus,
6 contest, or other compensation or benefit plan or agreement in place during the
7 applicable Class Period or PAGA Period, nor shall it entitle any Participating Class
8 Member or PAGA Employee to any increased retirement, 401(k), or matching benefits,
9 or deferred compensation benefits. The Parties agree that any Individual Settlement
10 Payments or PAGA Payment Shares made to Participating Class Members and PAGA
11 Employees under the terms of this Agreement shall not represent any modification of
12 previously credited length of service or other eligibility criteria under any bonus plan,
13 employee pension benefit plan, or employee welfare plan sponsored by any of the
14 Released Parties, or to which any of the Released Parties are required to make
15 contributions. Further, any Individual Settlement Payments or PAGA Payment Shares
16 made under this Agreement shall not be considered compensation in any year for
17 purposes of determining eligibility for, or benefit accrual within, any employee pension
18 benefit plan or employee welfare benefit plan sponsored by any of the Released Parties
19 or to which any of the Released Parties are required to make contributions. It is the
20 Parties' intent that the Individual Settlement Payments and PAGA Payment Shares
21 provided for in the settlement are the sole payments to be made by Defendants to the
22 Participating Class Members and PAGA Employees, and that the Participating Class
23 Members and PAGA Employees are not entitled to any new or additional
24 compensation or benefits as a result of having received the Individual Settlement
25 Payments or PAGA Payment Shares, notwithstanding any contrary terms in any
26 agreement, contract, benefit or compensation plan document that might have been in
27 effect during the applicable Class Period or PAGA Period.

28 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 Members’ or PAGA Employees’ uncashed settlement check(s) shall be turned over to the California State Controller’s Office in the name of the individual Participating Class Member or 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 Defendants. Defendants shall not be liable for any additional amount due to this subsequent distribution. In any event, the Participating 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.

I. 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; (vi) establishing a QSF, as defined by the

Internal Revenue Code; and (vii) sending appropriate notices pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715.

91. Settlement administration fees in a reasonable amount shall be paid to the Settlement Administrator from the Gross Settlement Amount. Settlement administration fees are estimated to be approximately Fifty-Four Thousand Nine Hundred and Fifty Dollars and No Cents (\$54,950.00). 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. Defendants shall provide the names, last known addresses, and social security numbers, all to the extent available, for Class Members and PAGA Employees and Workweeks for Class Members and Qualifying PAGA Pay Periods for PAGA Employees ("Class Data") to the Settlement Administrator no later than thirty (30) calendar days after the Court grants preliminary approval of the Settlement. Class Data shall only be used by the Settlement Administrator 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 Defendants or an 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 Defendants' records or the National Change of Address database – before mailing the Notice of Class and PAGA Settlement. The Settlement

1 Administrator shall also take reasonable steps to locate any Class Member or PAGA
2 Employee whose Notice of Class and PAGA Settlement is thereafter returned as
3 undeliverable. Class Data shall be provided in a secure format to be determined by the
4 Settlement Administrator and Defendants.

5 **J. Resolution of Disputes Over Workweeks, Qualifying PAGA Pay Periods,**
6 **Individual Settlement Payment, and PAGA Payment Share Calculations**

7 93. In calculating Individual Settlement Payments and PAGA Payment
8 Shares for each Participating Class Member and/or PAGA Employee, Defendants'
9 records regarding Workweeks and Qualifying PAGA Pay Periods of Class Members
10 and PAGA Employees shall be presumed to be correct. Any Class Member or PAGA
11 Employee who disagrees with Defendants' determination of his or her Workweeks or
12 Qualifying PAGA Pay Periods as indicated may dispute that calculation to the
13 Settlement Administrator as explained on the Notice of Class and PAGA Settlement.
14 Defendants' determination shall be presumed accurate unless clear and compelling
15 documentary evidence is provided by the Class Member or PAGA Employee to the
16 Settlement Administrator that establishes that a mistake was made by Defendants. The
17 Settlement Administrator shall investigate the dispute, requesting information from
18 Defendants as necessary and make the final determination of whether any additional
19 amount is owed. All such challenges must be received within the Response Deadline.
20 In no case shall a dispute result in a payment by Defendants in excess of the Gross
21 Settlement Amount.

22 **K. Class Representative Enhancement Award**

23 94. Subject to Court approval, Class/PAGA Counsel, on behalf of each of the
24 Plaintiffs, shall apply to the Court for Class Representative Enhancement Awards not
25 to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) for each of the
26 Plaintiffs, which Defendants shall not oppose. The Class Representative Enhancement
27 Awards are to compensate each of the Plaintiffs for the risk, time, and expense of his
28 involvement in the Civil Action, securing the benefits of this Agreement for Class

Members, and in exchange for the general release of each of Plaintiffs' claims as set forth in this Agreement. The Class Representative Enhancement Award is in addition to the Individual Settlement Payment and/or PAGA Payment Share that Plaintiff would otherwise be due under the settlement as a Participating Class Member and/or PAGA Employee.

L. Payment of Class/PAGA Counsel Attorneys' Fees, Costs and Expenses

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 the amount of One Million Thirty-Two Thousand Five Hundred Dollars and No Cents (\$1,032,500.00), which is Thirty-Five Percent (35%) of the Gross Settlement Amount and an award of costs not to exceed the amount of Fifty Thousand Dollars and No Cents (\$50,000.00), both of which shall be paid out of the Gross Settlement Amount. Class/PAGA Counsel and Defendants 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 attorney's fees, costs, or the 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 Defendants to pay more than the Gross Settlement Amount under any circumstances.

M. 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

1 governmental taxing authorities. The Individual Settlement Payments are payments
2 for all Released Claims of Plaintiffs and all other Participating Class Members, for
3 settlement of both alleged unpaid wages, and statutory penalties and interest. The
4 PAGA Payment Shares are payments for the PAGA Released Claims for the PAGA
5 Employees. Therefore, 25% of the amount of each Individual Settlement Payment will
6 be allocated to alleged unpaid wages and shall be paid net of all applicable payroll
7 taxes, including the employee's share of any federal, state and/or local payroll tax
8 withholdings, and this portion of the payment will be reported on an IRS Form W-2.
9 The remaining 75% of the amount of each Individual Settlement Payment will be
10 allocated to the claims for statutory penalties, will be paid without withholding any
11 amount, and will be reported on an IRS Form 1099. Defendants' share of employer
12 payroll taxes on the Individual Settlement Payments shall be separate and apart from
13 the settlement and in addition to the Gross Settlement Amount. PAGA Payment Shares
14 will be allocated entirely as penalties and will be included on an IRS Form 1099.
15 Defendants and the other Released Parties shall not be required to provide any
16 additional form of compensation to any Participating Class Member as a result of this
17 allocation of Individual Settlement Payments or to any PAGA Employee as a result of
18 this allocation of PAGA Payment Shares. Each Participating Class Member, PAGA
19 Employee, and Plaintiffs shall be responsible for remitting to state and/or federal taxing
20 authorities any applicable taxes which may be owed on the portion of any Individual
21 Settlement Payment and PAGA Payment Share received pursuant to this Settlement,
22 except as provided by this settlement. The Parties agree and represent that the
23 allocation between alleged unpaid wages and alleged penalties as specified herein is
24 fair and reasonable given the claims asserted in the lawsuit and the remedies available
25 for those claims.

- 26 97. Each party to this Agreement acknowledges and agrees that:
- 27 (i) No provision of this Agreement and no written communication or
28 disclosure between or among the Parties or their attorneys and other

advisers is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United State Treasury Department Circular 230 (31 CFR Part 10, as amended);

(ii) He or she (a) has relied exclusively upon his or her own, independent legal and tax advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on him or her or it; and

(iii) No attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by him or her of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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 Defendants transmit the Gross Settlement Amount to the Settlement Administrator, the

1 Participating Class Members, individually and on behalf of all their respective
2 successors, assigns, agents, attorneys, executors, heirs, and personal representatives,
3 shall fully and finally release and discharge the Released Parties, and each of them,
4 from the Class Released Claims.

5 100. The Class Released Claims include all claims, rights, demands, liabilities,
6 causes of action, and theories of liability of every nature and description, whether
7 known or unknown, that were or could have been alleged against any of the Released
8 Parties arising out of, in connection with, or based on the facts alleged in each and
9 every Complaint in this Civil Action, and the facts alleged in the PAGA Letters sent
10 by Plaintiffs to the LWDA. This includes, but may not be limited to, claims for failure
11 to pay wages (including, but not limited to, overtime and minimum wages), failure to
12 provide meal periods or to pay premiums in lieu thereof, failure to provide rest periods
13 or to pay premiums in lieu thereof, failure to timely pay wages upon separation from
14 employment, failure to timely pay wages during employment, failure to provide timely
15 and/or accurate itemized wage statements, failure to maintain or provide records,
16 failure to reimburse business expenses, unfair competition, claims related to sick leave
17 (including, but not limited to, failure to provide sick leave or pay sick wages at all or
18 at the correct rate), claims related alternative workweek schedules, or claims for
19 penalties, damages, interest, costs, or attorneys' fees, and claims for violations of any
20 other local, state, or federal law, whether for economic damages, non-economic
21 damages, penalties, liquidated or punitive damages, restitution, tort, contract, equitable
22 relief, injunctive or declaratory relief, to the extent necessary to effect a full and
23 complete release of the Class Released Claims, including, but not limited to, all claims
24 under any common laws, contract, California Labor Code Sections 200-203, 204, 210,
25 218, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 510, 511, 512, 551, 552, 558,
26 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197-1198.5, 2800, 2802, 2804,
27 and any related provisions, California Code of Civil Procedure Section 1021.5, the
28 California Business & Professions Code Sections 17200, *et seq.*, California Code of

1 Regulations, Title 8, section 11000 *et seq.*, and/or the applicable IWC Wage Orders
2 including *inter alia* Wage Orders 4-2001, 5-2001, and 9-2001. This release shall
3 extend to all such claims accrued during the Class Period.

4 101. Providing there is final approval of this settlement, then as of the date that
5 Defendants transmit the Gross Settlement Amount to the Settlement Administrator, the
6 PAGA Employees, Plaintiffs, on behalf of themselves individually, the aggrieved
7 employees, and the LWDA, and the LWDA, individually and on behalf of all their
8 respective successors, assigns, agents, attorneys, executors, heirs, and personal
9 representatives, shall fully and finally release and discharge the Released Parties, and
10 each of them, from the PAGA Released Claims.

11 102. The PAGA Released Claims include any and all claims for civil penalties
12 under PAGA based on the Labor Code violations alleged or that could have been
13 alleged against any of the Released Parties in the PAGA Letters sent by Plaintiffs to
14 the LWDA based on the facts alleged therein or based on any facts discovered in the
15 course of the litigation of the Civil Action. This includes, but may not be limited to,
16 claims for penalties based upon failure to pay wages, (including, overtime and
17 minimum wages), failure to provide meal periods or to pay premiums in lieu thereof,
18 failure to provide rest periods or to pay premiums in lieu thereof, failure to timely pay
19 wages upon separation from employment, failure to timely pay wages during
20 employment, failure to provide timely and/or accurate itemized wage statements,
21 failure to maintain or provide records, failure to reimburse business expenses, unfair
22 competition, claims related to sick leave (including, but not limited to, failure to
23 provide sick leave or pay sick wages at all or at the correct rate), claims related to
24 alternative workweek schedules, claims for attorneys' fees, costs, and penalties,
25 including but not limited to, claims for penalties based on alleged violations of Labor
26 Code Sections 200-203, 204, 210, 218, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7,
27 246, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2,
28 1197-1198.5, 2800, 2802, 2804, and/or the applicable IWC Wage Orders including

1 *inter alia* Wage Orders 4-2001, 5-2001, and 9-2001, as well as all facts, theories, or
2 claims for civil penalties that would be considered administratively exhausted under
3 applicable law by the PAGA Letters that Plaintiffs sent to the LWDA. This release
4 shall extend to all such claims accrued during the PAGA Period.

5 **VI. RELEASE BY JOSE JOHNSON**

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

24 **VII. RELEASE BY IGNACIO PARKS**

25 104. Upon final approval of the settlement, Ignacio Parks, for himself, his
26 successors, assigns, agents, executors, heirs, personal representatives, spouse, and
27 attorneys, and any and all of them, voluntarily and with the advice of counsel, waives
28 and releases any and all claims, obligations, demands, actions, rights, causes of action,

1 and liabilities against any of the Released Parties of whatever kind and nature,
2 character, and description, whether in law or equity, whether sounding in tort, contract,
3 federal, state and/or local law, statute, ordinance, regulation, constitution, common
4 law, or other source of law or contract, whether known or unknown, and whether
5 anticipated or unanticipated, including all claims arising from or relating to any and all
6 acts, events, and omissions occurring prior to the date of final approval of this
7 Agreement, including, but not limited to, all claims which relate in any way to his
8 alleged employment with any of the Released Parties and/or the termination of his
9 employment with any of the Released Parties. Ignacio Parks further releases all
10 unknown claims against any of the Released Parties, covered by California Civil Code
11 Section 1542, which states: **"A general release does not extend to claims that the**
12 **creditor or releasing party does not know or suspect to exist in his or her favor at**
13 **the time of executing the release and that, if known by him or her, would have**
14 **materially affected his or her settlement with the debtor or released party."**

15 **VIII. RELEASE BY QUINCY GRIFFIN PERKINS**

16 105. Upon final approval of the settlement, Quincy Griffin Perkins, for himself,
17 his successors, assigns, agents, executors, heirs, personal representatives, spouse, and
18 attorneys, and any and all of them, voluntarily and with the advice of counsel, waives
19 and releases any and all claims, obligations, demands, actions, rights, causes of action,
20 and liabilities against any of the Released Parties of whatever kind and nature,
21 character, and description, whether in law or equity, whether sounding in tort, contract,
22 federal, state and/or local law, statute, ordinance, regulation, constitution, common
23 law, or other source of law or contract, whether known or unknown, and whether
24 anticipated or unanticipated, including all claims arising from or relating to any and all
25 acts, events, and omissions occurring prior to the date of final approval of this
26 Agreement, including, but not limited to, all claims which relate in any way to his
27 alleged employment with any of the Released Parties and/or the termination of his
28 employment with any of the Released Parties. Quincy Griffin Perkins further releases

1 all unknown claims against any of the Released Parties, covered by California Civil
2 Code Section 1542, which states: **"A general release does not extend to claims that
3 the creditor or releasing party does not know or suspect to exist in his or her favor
4 at the time of executing the release and that, if known by him or her, would have
5 materially affected his or her settlement with the debtor or released party."**

6 **IX. RELEASE BY TIWAN JOHNSON**

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

25 **X. LIMITATIONS ON USE OF THIS SETTLEMENT**

26 **A. No Admission**

27 107. Neither the acceptance nor the performance by Defendants of the terms of
28 this Agreement nor any of the related negotiations or proceedings are or shall be

1 claimed to be, construed as, or deemed a precedent or an admission by Defendants of
2 the truth of any allegations in the Complaint or the PAGA Letters.

3 **B. Non-Evidentiary Use**

4 108. Defendants deny that they have failed to comply with the law in any
5 respect or have any liability to anyone based on the claims asserted in the Civil Action.
6 Plaintiffs expressly acknowledge that this Agreement is entered into for the purpose of
7 compromising highly disputed claims and that nothing herein is an admission of
8 liability, wrongdoing, or the propriety of class or representative treatment by
9 Defendants. Neither the settlement nor any document prepared in connection with the
10 settlement may be admitted in any proceeding as an admission by Defendants.
11 Notwithstanding this paragraph, any and all provisions of this Agreement may be
12 admitted in evidence and used in any proceeding to enforce the terms of this
13 Agreement, or in defense of any claims released or barred by this Agreement.

14 **C. Nullification**

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

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

22 **XI. MISCELLANEOUS PROVISIONS**

23 **A. Escalator Clause**

24 111. This Agreement is premised on the fact that the number of Workweeks
25 during the period between October 17, 2018 to September 21, 2023 are approximately
26 320,878. If the actual number of Workweeks during this timeframe exceeds 320,878
27 by more than 10% (*i.e.*, the number of Workweeks period between October 17, 2018
28 and September 21, 2023 is 352,966 or more), then one of two options may occur: (1)

1 the settlement shall increase proportionately based on the number of workweeks
2 beyond 352,966 during the time period between October 17, 2018 and September 21,
3 2023, with a cap of \$350,000; or (2) the days between the date that the number
4 exceeded 352,966 and the estimated end date of September 21, 2023, will be calculated
5 and removed from the end of the Class Period (e.g., if the weeks exceeded 352,966 on
6 August 31, 2023, then the end of the Class Period shall be January 3, 2024). Options
7 1 or 2 may be exercised by Defendants at their sole discretion, and Defendants will
8 notify Plaintiffs of the option that they have selected in writing to Class/PAGA
9 Counsel. These options must be exercised prior to the mailing by the Settlement
10 Administrator of the Notice of Class and PAGA Settlement to the Class Members and
11 PAGA Employees.

12 **B. No Inducements**

13 112. Plaintiffs and Defendants acknowledge that they are entering into this
14 settlement as a free and voluntary act without duress or undue pressure or influence of
15 any kind or nature whatsoever, and that neither Plaintiffs nor Defendants have relied
16 on any promises, representations, or warranties regarding the subject matter hereof
17 other than as set forth in this Agreement.

18 **C. CAFA Notice**

19 114. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, the
20 Settlement Administrator will also provide notice of this settlement to the Office of the
21 Attorneys General of the United States and of all states where Class Members currently
22 reside.

23 **D. No Prior Assignment**

24 115. The Parties represent, covenant, and warrant that they have not directly or
25 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
26 encumber to any person or entity any portion of any liability, claim, demand, action,
27 cause of action or rights herein released and discharged except as set forth herein.
28

1 **E. Construction**

2 116. The Parties agree that the terms and conditions of this Agreement are the
3 result of lengthy, intensive arm's-length negotiations between the Parties and their
4 counsel, and this Agreement shall not be construed in favor of or against any Party by
5 reason of the extent to which any Party or his or its counsel participated in the drafting
6 of this Agreement.

7 **F. California Law**

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

11 **G. Captions and Interpretations**

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

15 **H. Incorporation of Exhibits**

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

20 **I. Modification**

21 120. This Agreement may not be changed, altered, or modified, except in a
22 writing signed by the Parties, and approved by the Court. This Agreement may not be
23 discharged except by performance in accordance with its terms or by a writing signed
24 by the Parties.

25 **J. Reasonableness of Settlement**

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

K. Integration Clause

122. 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.

L. Binding On Assigns

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

M. No Prevailing Party

124. 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 their own attorney fees and costs.

N. Class/PAGA Counsel Signatories

125. 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 Agreement shall have the same force and effect as if this Agreement were executed by each Participating Class Member.

O. Counterparts

126. 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 and pdf signatures shall be as valid as original signatures.

P. Waiver of Right to Object

127. By signing this Agreement, Plaintiffs, on behalf of the Class, allegedly aggrieved employees, and themselves, agree to be bound by its terms. Plaintiffs further

1 agree not to request to be excluded from the Class or settlement and agree not to object
2 to any of the terms of the Agreement. Any request for exclusion from the settlement
3 by any of the Plaintiffs or any Objection by any of the Plaintiffs shall be void and of
4 no force and effect. Likewise, Defendants agree to be bound by the terms of this
5 Agreement and agree not to object to any of the terms of the Agreement.

6 **Q. Administration Costs if Settlement Fails**

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

10 **R. Final Order and Judgment**

11 129. Upon final approval of the settlement, a Final Order and Judgment shall
12 be entered by the Court which shall, among other things:

- 13 (i) Grant final approval to the settlement as fair, reasonable, adequate,
14 in good faith and in the best interests of the Class and PAGA
15 Employees as a whole, and order the Parties to carry out the
16 provisions of this Agreement.
- 17 (ii) Adjudge that the Participating Class Members of the settlement are
18 conclusively deemed to have released the Released Parties from the
19 Class Released Claims, and adjudge that the PAGA Employees and
20 the LWDA are conclusively deemed to have released the PAGA
21 Released Claims, as more specifically set forth above.
- 22 (iii) Prohibit and permanently enjoin each Participating Class Member,
23 each PAGA Employees, and the LWDA from pursuing in any
24 fashion against any of the Released Parties any and all of the Class
25 Released Claims and/or PAGA Released Claims, as applicable.
- 26 (iv) Reserve continuing jurisdiction as provided herein.

27 **S. Limitations on Disclosure**

28 130. Plaintiffs and Defendants agree that (except for purposes of enforcement)

they shall not issue any press release regarding the settlement. Plaintiffs, Defendants, 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.

131. 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: 2/22/2024

DocuSigned by:
JOSE JOHNSON
455084DE0019410
PLAINTIFF JOSE JOHNSON

DATED: 2/23/2024

DocuSigned by:
Ignacio Parks
E17A8D260A604E5
PLAINTIFF IGNACIO PARKS

DATED: 2/29/2024

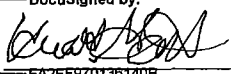
DocuSigned by:
Quincy Griffin Perkins
C7B9B446835948D
PLAINTIFF QUINCY GRIFFIN PERKINS

DATED: 2/23/2024

DocuSigned by:
Tiwan Johnson
A3C48D528EF42F
PLAINTIFF TIWAN JOHNSON

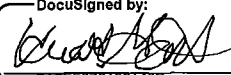
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DEFENDANT RYDER INTEGRATED
LOGISTICS, INC.

By: heather gatley

DATED: 2/27/2024 | 3:06:15 PM PST

DocuSigned by:

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DEFENDANT RYDER TRANSPORTATION
SOLUTIONS, LLC

By: heather gatley

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

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3 Dated: 02./29.2024

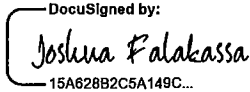
JAMES HAWKINS, APLC

4
5 By: 

6 Gregory Mauro
Attorneys for Plaintiffs

7 Dated: 2/22/2024

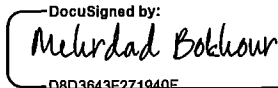
FALAKASSA LAW, P.C.

8
9 By: 

10 Joshua S. Falakassa
Attorneys for Plaintiffs

11
12 Dated: 2/23/2024

BOKHOUR LAW GROUP, P.C.

13
14 By: 

15 Mehrdad Bokhour
Attorneys for Plaintiffs

16
17
18 Dated
19 :

REED SMITH LLP

20
21 By: _____

22 Mara D. Curtis
Attorneys for Defendants
23 RYDER INTEGRATED LOGISTICS,
24 INC. and RYDER
25 TRANSPORTATION SOLUTIONS,
26 LLC
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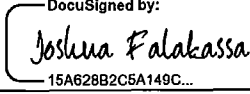
1 **APPROVED AS TO FORM AND CONTENT:**

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3 Dated: JAMES HAWKINS, APLC

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5 By: _____
6 Gregory Mauro
7 Attorneys for Plaintiffs

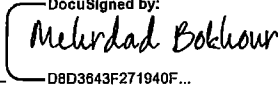
8 Dated: 2/22/2024

FALAKASSA LAW, P.C.

9 By: 
10 Joshua S. Falakassa
11 Attorneys for Plaintiffs

12 Dated: 2/23/2024

BOKHOUR LAW GROUP, P.C.

13 By: 
14 Mehrdad Bokhour
15 Attorneys for Plaintiffs

16
17
18 Dated 2/27/2024 | 3:33:35 PM PST
19 :

REED SMITH LLP

20 By: 
21 Mara D. Curtis
22 Attorneys for Defendants
23 RYDER INTEGRATED LOGISTICS,
24 INC. and RYDER
25 TRANSPORTATION SOLUTIONS,
26 LLC
27
28

EXHIBIT 2

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Attorneys for Plaintiffs and the Putative Class

[Additional counsel on following page]

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

QUINCY GRIFFIN PERKINS,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

HADCO METAL TRADING SANTA
FE SPRINGS CA dba RYDER
INTEGRATED LOGISTICS INC.; and
DOES 1-50, inclusive,

Defendants.

Lead Case No. 3:23-cv-00502-WHO
[Case No. 3:23-cv-01694-WHO; Case
No. 4:22-cv-07456-JST]

[Assigned for all purposes to the
Honorable William H. Orrick]

**STIPULATION TO AMEND THE
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT; FIRST
AMENDMENT TO THE CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Complaint Filed: November 14, 2022
FAC Filed: November 22, 2023
SAC Filed: December 21, 2023

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5 EMAIL: JOSH@FALAKASSALAW.COM
6 PHONE: (818) 975-1493
7 FAX: (888) 508-0868

8 MEHRDAD BOKHOUR, ESQ.
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13 PHONE: (310) 975-1493
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15 ATTORNEYS FOR PLAINTIFFS AND THE PUTATIVE CLASS

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24 Los Angeles, CA 90071-1514
25 Telephone: +1 213 457 8000
26 Facsimile: +1 213 457 8080

27 Attorneys for Defendants
28 RYDER INTEGRATED LOGISTICS, INC. and
RYDER TRANSPORTATION SOLUTIONS, LLC

1 Plaintiffs JOSE JOHNSON, IGNACIO PARKS, QUINCY GRIFFIN PERKINS,
2 and TIWAN JOHNSON (“Plaintiffs”) and Defendants RYDER INTEGRATED
3 LOGISTICS, INC. and RYDER TRANSPORTATION SOLUTIONS, LLC (collectively,
4 “Defendants”) (Plaintiffs and Defendants collectively, “the Parties”) through their counsel
5 of record, enter into the following stipulation based on the following facts:

6 WHEREAS, on February 29, 2024, the Parties executed their Class Action and
7 PAGA Settlement Agreement (“Settlement Agreement”);

8 WHEREAS, the Parties, in alignment with the United States District Court for the
9 Northern District of California’s Procedural Guidance for Class Action Settlements, wish
10 to amend their Settlement Agreement and Exhibit 1, Notice of Class Action and PAGA
11 Settlement, to align with the Court’s Procedural Guidance for Class Action Settlements.

12 NOW THEREFORE, the Parties agree to amend and modify, and hereby amend
13 and modify the Settlement Agreement and accompanying exhibits as follows:

14 1. Paragraph 79, line 11 of the Settlement Agreement shall be amended and
15 modified to add the underlined language as follows:

16 (2) state the specific grounds for the objection **and whether it applies only to you,**
17 **to a specific subset of the class, or to the entire class;**

18 2. Paragraph 79, line 13 of the Settlement Agreement shall be amended and
19 modified to remove the stricken language and replace it with underlined language as
20 follows:

21 the Response Deadline and returned to the Court. ~~the Settlement Administrator.~~

22 3. Exhibit 1 to the Settlement Agreement, Notice of Class Action and PAGA
23 Settlement, to the Class Action and PAGA Settlement Agreement shall be replaced with
24 the attached Exhibit 1, which conforms with the Procedural Guidance for Class Action
25 Settlements identified above.

26 4. The Parties agree that if a dismissal is filed in either *Salhane J Keefer v.*
27 *Ryder Integrated Logistics, Inc. and Ryder Integrated Logistics of California Contractors,*
28 *LLC*, Los Angeles County Superior Court Case No. 23STCV26430 and/or *Tiffeny Nance*

v. Ryder Integrated Logistics, Inc. & Ryder System, Inc., United States District Court for the Eastern District of California Case No. 2:23-cv-00477-TLN-JDP before preliminary approval is granted by the Court, these cases will be removed from the operative Notice.

DATED: 4/9/2024

DocuSigned by:
JOSE JOHNSON
4550B4DE0019410

PLAINTIFF JOSE JOHNSON

DATED: 4/10/2024

DocuSigned by:
Ignacio Parks
F17A8D260A604F5...

PLAINTIFF IGNACIO PARKS

DATED:

PLAINTIFF QUINCY GRIFFIN PERKINS

DATED: 4/9/2024

DocuSigned by:
Tiwana Johnson
83C48D52BEBE42E

PLAINTIFF TIWAN JOHNSON

DATED:

DEFENDANT RYDER INTEGRATED LOGISTICS, INC.

By:

DATED:

DEFENDANT RYDER TRANSPORTATION SOLUTIONS, LLC

By:

APPROVED AS TO FORM AND CONTENT:

DATED:

JAMES HAWKINS, APLC

By
Gregory Mauro
Attorneys for Plaintiffs

1 *v. Ryder Integrated Logistics, Inc. & Ryder System, Inc.*, United States District Court for
2 the Eastern District of California Case No. 2:23-cv-00477-TLN-JDP before preliminary
3 approval is granted by the Court, these cases will be removed from the operative Notice.
4

5 DATED: _____

PLAINTIFF JOSE JOHNSON

7 DATED: _____

PLAINTIFF IGNACIO PARKS

8 4/15/2024

9 DATED: _____

PLAINTIFF QUINCY GRIFFIN PERKINS

11 DATED: _____

PLAINTIFF TIWAN JOHNSON

13 DATED: _____

DEFENDANT RYDER INTEGRATED LOGISTICS,
INC.

By: _____

17 DATED: _____

DEFENDANT RYDER TRANSPORTATION
SOLUTIONS, LLC

By: _____

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

23 DATED: 04.15.2024

JAMES HAWKINS, APLC

25 By _____

Gregory Mauro
Attorneys for Plaintiffs

v. Ryder Integrated Logistics, Inc. & Ryder System, Inc., United States District Court for the Eastern District of California Case No. 2:23-cv-00477-TLN-JDP before preliminary approval is granted by the Court, these cases will be removed from the operative Notice.

DATED: _____

PLAINTIFF JOSE JOHNSON

DATED: _____

PLAINTIFF IGNACIO PARKS

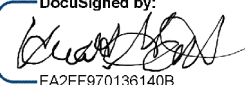
DATED: _____

PLAINTIFF QUINCY GRIFFIN PERKINS

DATED: _____

PLAINTIFF TIWAN JOHNSON

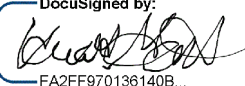
DATED: 4/14/2024 | 6:16:36 AM PDT

DocuSigned by:

 FA2FF970136140B...
 DEFENDANT RYDER INTEGRATED LOGISTICS, INC.

By: Heather Gatley

Vice President & Deputy General Counsel /
 Global Labor and Employment, Ryder System, Inc.

DATED: 4/14/2024 | 6:16:36 AM PDT

DocuSigned by:

 FA2FF970136140B...
 DEFENDANT RYDER TRANSPORTATION SOLUTIONS, LLC

By: Heather Gatley

Vice President & Deputy General Counsel / Global
 Labor and Employment, Ryder System, Inc.

APPROVED AS TO FORM AND CONTENT:

DATED: _____

JAMES HAWKINS, APLC

By _____

Gregory Mauro
 Attorneys for Plaintiffs

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DATED: _____

FALAKASSA LAW, P.C.

By _____
Joshua S. Falakassa
Attorneys for Plaintiffs

DATED: _____

BOKHOUR LAW GROUP, P.C.

By _____
Mehrdad Bokhour
Attorneys for Plaintiffs

DATED: 4/14/2024 | 2:52:52 PM PDT REED SMITH LLP

DocuSigned by:
Mara D. Curtis
By 3520B57EE40A4B0... _____
Mara D. Curtis
Attorneys for Defendant Ryder Integrated Logistics,
Inc. and Ryder Transportation Solutions, LLC

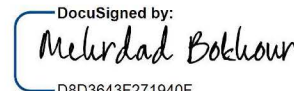
1 DATED: 4/9/2024 _____

FALAKASSA LAW, P.C.

2 By  _____
3 Joshua S. Falakassa
4 Attorneys for Plaintiffs

5
6
7 DATED: 4/9/2024 _____

BOKHOUR LAW GROUP, P.C.

8 By  _____
9 Mehrdad Bokhour
10 Attorneys for Plaintiffs

11
12 DATED: _____

REED SMITH LLP

13
14 By _____
15 Mara D. Curtis
16 Attorneys for Defendant Ryder Integrated Logistics,
17 Inc. and Ryder Transportation Solutions, LLC
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EXHIBIT 1

NOTICE OF CLASS AND PAGA SETTLEMENT

Quincy Griffin Perkins v. Hadco Metal Trading Santa Fe Springs CA dba Ryder Integrated Logistics Inc., et al.
U.S. District Court for the Northern District of California Case Nos. 3:23-cv-00502-WHO, 3:23-cv-01694-WHO
Jose Johnson, et al. v. Ryder Transportation Solutions, LLC
United States District Court for the Northern District of California Case No. 4:22-cv-07456-JST

IF YOU ARE OR WERE AN HOURLY PAID OR NON-EXEMPT EMPLOYEE OF RYDER INTEGRATED LOGISTICS, INC. AND/OR RYDER TRANSPORTATION SOLUTIONS, LLC (“DEFENDANTS”) IN CALIFORNIA AT ANY TIME BETWEEN OCTOBER 17, 2018 AND JANUARY 24, 2024, THIS CLASS ACTION AND PAGA SETTLEMENT MAY AFFECT YOUR RIGHTS.

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

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a consolidated class and representative action lawsuit entitled *Quincy Griffin Perkins v. Hadco Metal Trading Santa Fe Springs CA dba Ryder Integrated Logistics Inc.*, U.S. District Court for the Northern District of California Case Nos. 3:23-cv-00502-WHO (lead case number) & 3:23-cv-01694-WHO, *Jose Johnson, et al. v. Ryder Transportation Solutions, LLC*, Case No. 4:22-cv-07456-JST (collectively, 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.

This Notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available online at [redacted], by contacting class counsel the phone numbers and email addresses listed below, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. The website listed above, lists key deadlines and has links to the notice, preliminary approval order, motions for preliminary and final approval and for attorneys’ fees, and any other important documents in the case.

A hearing concerning the Settlement will be held before the Honorable William H. Orrick on [redacted], at [redacted] in [redacted] of the U.S. District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, via Zoom Video Conference, 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 CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT. IN ADDITION, THIS PROPOSED SETTLEMENT RELEASES CLAIMS UNDER THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”). IF YOU WERE AN HOURLY OR NON-EXEMPT EMPLOYEE OF DEFENDANTS IN CALIFORNIA WITHIN THE LIMITATIONS PERIOD FOR THE PAGA CLAIMS, 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 PAGA RELEASED CLAIMS, REGARDLESS OF WHETHER YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, as explained more fully below, you will be considered a Participating Class Member and will receive settlement benefits. You will also give up the right to pursue a separate legal action against

	Defendants 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 Defendants with respect to the claims in this lawsuit except for the PAGA Released Claims (defined below). If you would like to retain the option to do so, you must submit a written request to be excluded from the Class and the Settlement (“Opt Out”). If you elect to be excluded as such, you will not receive any benefits under the Settlement apart from the benefits that are allotted to you as a PAGA Employee, if any. As discussed below, please also be aware that the PAGA Released Claims are binding on the PAGA Employees regardless of whether an individual has submitted a valid request to be excluded from the Settlement and the release of the Class Released Claims. If you are a PAGA Employee who has requested to be excluded from the Settlement and the release of the Class Released Claims, you will still receive your PAGA Payment Share and will still release the PAGA Released Claims.
OBJECT	To object to the Settlement, you must set forth why you oppose the Settlement by submitting a written Objection. This option is available only if you do not exclude yourself from the Settlement. You must remain a member of the lawsuit to object to the Settlement.

Who is affected by this proposed Settlement?

The Court has certified the following Class (the “Class,” “Class Member,” or “Class Members”) for settlement purposes: All current and former hourly-paid or non-exempt employees of Ryder Transportation Solutions, LLC and/or Ryder Integrated Logistics, Inc. employed in California between October 17, 2018 and January 24, 2024 (the “Class Period”).

The Court has also approved the following “PAGA Employees” definition for settlement purposes: All current and former hourly-paid or non-exempt employees of Ryder Transportation Solutions, LLC and/or Ryder Integrated Logistics, Inc. employed in California employed between October 14, 2021 and January 24, 2024 (the “PAGA Period”).

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

What is this case about?

Plaintiffs Quincy Griffin Perkins, Jose Johnson, Ignacio Parks, and Tiwan Johnson (“Plaintiffs” or “Class Representatives”) alleged claims for failure to pay wages, including, but not limited to, overtime and minimum wages, failure to provide meal periods or to pay premiums in lieu thereof, failure to provide rest periods or to pay premiums in lieu thereof, failure to timely pay wages upon separation from employment, failure to timely pay wages during employment, failure to provide timely and accurate itemized wage statements, failure to maintain or provide records, failure to reimburse business expenses, unfair competition, claims related to sick leave (including, but not limited to, failure to provide sick leave or pay sick wages at all or at the correct rate), claims related to alternative workweek schedules, as well as a representative claim for penalties pursuant to the California Labor Code Private Attorney General Act of 2004, Labor Code Sections 2698, *et seq.* (“PAGA”) based on the violations alleged above. Plaintiffs asserted these claims on behalf of the Class Members and PAGA Employees. Plaintiffs sought damages, restitution, civil penalties, statutory penalties, pre-and post-judgment interest, costs, and attorneys’ fees.

Defendants deny all liability in the Civil Action and are confident that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their 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 Defendants (collectively, the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendants. 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 Defendants' defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Civil Action are:

Class Counsel

James R. Hawkins, Esq. (#192925)

Gregory Mauro, Esq. (#222239)

Michael Calvo, Esq. (#314986)

Lauren Falk, Esq. (#316893)

JAMES HAWKINS APLC

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Joshua S. Falakassa, Esq. (Bar No. 295045)

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355 South Grand Avenue

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Los Angeles, CA 90071-1514

Telephone: +1 213 457 8000

Facsimile: +1 213 457 8080

What are the Settlement terms?

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

Gross Settlement Amount.

Subject to final Court approval, Defendants will pay \$2,950,000.00 (the "Gross Settlement Amount"), which shall be inclusive of all payments to individual Class Members ("Individual Settlement Payments"), all attorneys' fees and expenses (including court costs) to be paid to Class/PAGA Counsel, any Class Representative Enhancement Awards, settlement administration costs and expenses, and all payments to PAGA Employees and the State of California Labor and Workforce Development Agency ("LWDA") for PAGA penalties. In no event will Defendants be required to pay more than the Gross Settlement Amount for the claims under the terms of the Settlement.

Net Settlement Amounts.

The “Net Class Settlement Amount” means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of: (1) subject to Court approval, the Class Representative Enhancement Award to each of Plaintiffs in an amount up to \$15,000.00 each for their services to the class as Class Representatives and an individual releases for a total of \$60,000.00; (2) the Settlement administration costs to the Settlement Administrator, ILYM Group, Inc., estimated at approximately \$54,950.00; (3) \$60,000.00 for PAGA payments to the LWDA and the PAGA Employees (“PAGA Fund”) (75% of this or \$45,000.00 shall be paid to the LWDA and \$15,000.00 shall be distributed to the PAGA Employees as discussed herein); and (4) Class/PAGA Counsel’s attorneys’ fees payment in an amount up to \$1,032,500.00 and Class/PAGA Counsel’s litigation costs payment in an amount up to \$50,000.00. All of these payments are subject to Court approval.

The “Net PAGA Settlement Amount” means the Fifteen Thousand Dollars and No Cents (\$15,000.00) that will be disbursed to the PAGA Employees from the PAGA Fund. The remaining Forty-Five Thousand Dollars and No Cents (\$45,000.00) 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 Workweeks.

According to Defendants’ records, you are a Class Member and you worked during [REDACTED] Workweeks between October 17, 2018 through January 24, 2024. “Workweeks” means the total number weeks that a Class Member worked for Ryder Transportation Solutions, LLC and/or Ryder Integrated Logistics, Inc. in California during the Class Period.

The Net Settlement Amount shall be divided by the total number of Workweeks 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 Workweeks 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 Settlement Payment is allocated as unpaid wages and is paid net of all applicable payroll taxes, including your share of any federal, state, and/or local payroll tax withholdings, and shall be reported on an IRS Form W-2. 75% of your projected Settlement Payment is allocated to alleged penalties and interest and shall not be subject to any withholdings. Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice in connection with any Individual Settlement Payment. In addition, if additional Class Members are identified, your Individual Settlement Payment may be reduced based on the above formula.

(b) PAGA Payment Share

As noted above, the PAGA Fund in this case is Sixty Thousand Dollars (\$60,000.00). Forty-Five Thousand Dollars of the PAGA Fund, if approved, shall be issued to the LWDA. The Net PAGA Settlement Amount shall be divided among the PAGA Employees proportionally (“PAGA Payment Share”). The PAGA Payment Share due to each PAGA Employee is calculated by multiplying the number of weeks in which a PAGA Employee worked for Ryder Transportation Solutions and/or Ryder Integrated Logistics, Inc. (“Qualifying PAGA Pay Periods”) by the PAGA Payment Rate. The PAGA Payment Rate is in turn calculated by dividing the Net PAGA Settlement Amount by the total number of PAGA Qualifying Pay Periods worked by 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]. Taxes will not be deducted from each PAGA Payment Share. Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice in

connection with the PAGA Payment Share. In addition, if additional PAGA Employees are identified, your PAGA Payment Share may be reduced based on the above formula.

Settlement Distribution

If you disagree with the number of Workweeks or Qualifying PAGA Pay Periods written on this Notice of Class and PAGA Settlement, you must submit a written explanation of why you believe the Workweeks and/or Qualifying PAGA Pay Periods count is inaccurate. The written explanation must be submitted to the Settlement Administrator and must: (1) contain your name, address, and the last four digits of your Social Security Number; (2) include documents or other evidence in support of your challenge to the number of Workweeks 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 Workweeks and/or Qualifying PAGA Pay Periods allocated to you, the Settlement Administrator to whom your optional written explanation disputing the number of Workweeks and/or Qualifying PAGA Pay Periods allocated to you must be mailed is:

ILYM Group, Inc.

[ILYM to add 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 Defendants' records, to resolve any disputes regarding the accurate number of Workweeks and/or Qualifying PAGA Pay Periods. Defendants' calculation of your Workweeks 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 Defendants. The Settlement Administrator shall investigate the dispute, requesting information from Defendants 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 Defendants transmit the Gross Settlement Amount to the Settlement Administrator, the Participating Class Members, individually and on behalf of all their respective successors, assigns, agents, attorneys, executors, heirs, and personal representatives, shall be deemed to have fully, finally, and forever released and discharged the Released Parties, and each of them, from all Class Released Claims.

"Class Released Claims," includes all claims, rights, demands, liabilities, causes of action, and theories of liability of every nature and description, whether known or unknown, that were or could have been alleged against any of the Released Parties arising out of, in connection with, or based on the facts alleged in each and every Complaint in this Civil Action, and the facts alleged in the PAGA Letters sent by Plaintiffs to the LWDA. This includes, but may not be limited to, claims for failure to pay wages (including, overtime and minimum wages), failure to provide meal periods or to pay premiums in lieu thereof, failure to provide rest periods or to pay premiums in lieu thereof, failure to timely pay wages upon separation from employment, failure to timely pay wages during employment, failure to provide timely and/or accurate itemized wage statements, failure to maintain or provide records, failure to reimburse business expenses, unfair competition, claims related to sick leave, including, but not limited to, failure to provide sick leave or pay sick wages at all or at the correct rate, claims related alternative workweek schedules, or claims for penalties, damages, interest, costs, or attorneys' fees, and claims for violations of any other local, state, or federal law, whether for economic damages, non-economic damages, penalties, liquidated or punitive damages, restitution, tort, contract, equitable relief, injunctive or declaratory relief, to the extent necessary to effect a full and complete release of the Class Released Claims, including, but not limited to, all claims under any common laws,

contract, California Labor Code Sections 200-203, 204, 210, 218, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197-1198.5, 2800, 2802, 2804, and any related provisions, California Code of Civil Procedure Section 1021.5, the California Business & Professions Code Sections 17200, *et seq.*, California Code of Regulations, Title 8, section 11000 *et seq.*, and/or the applicable IWC Wage Orders including *inter alia* Wage Orders 4-2001, 5-2001, and 9-2001. This release shall extend to all such claims accrued during the Class Period.

Providing there is final Court approval of this settlement, then as of the date that Defendants transmit the Gross Settlement Amount to the Settlement Administrator, the PAGA Employees, Plaintiffs, on behalf of themselves individually, the aggrieved employees, and the LWDA, and the LWDA, individually and on behalf of all their respective successors, assigns, agents, attorneys, executors, heirs, and personal representatives shall be deemed to have fully, finally, and forever released and discharged the Released Parties, and each of them, from all PAGA Released Claims.

“PAGA Released Claims” includes any and all claims for civil penalties under PAGA based on the Labor Code violations alleged or that could have been alleged against any of the Released Parties in the PAGA Letters sent by Plaintiffs to the LWDA based on the facts alleged therein or based on any facts discovered in the course of the litigation of the Civil Action. This includes, but may not be limited to, claims for penalties based upon failure to pay wages (including, overtime and minimum wages), failure to provide meal periods or to pay premiums in lieu thereof, failure to provide rest periods or to pay premiums in lieu thereof, failure to timely pay wages upon separation from employment, failure to timely pay wages during employment, failure to provide timely and accurate itemized wage statements, failure to maintain or provide records, failure to reimburse business expenses, unfair competition, claims related to sick leave, including, but not limited to, failure to provide sick leave or pay sick wages at all or at the correct rate, claims related to alternative workweek schedules, claims for attorneys’ fees, costs, and penalties, including but not limited to, claims for penalties based on alleged violations of Labor Code Sections 200-203, 204, 210, 218, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197-1198.5, 2800, 2802, 2804, and/or the applicable IWC Wage Orders including *inter alia* Wage Orders 4-2001, 5-2001, and 9-2001, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Letters that Plaintiffs sent to the LWDA. This release shall extend to all such claims accrued during the PAGA Period.

The “Released Parties” are defined as follows: Ryder Integrated Logistics, Inc. and 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.

Other Pending Actions: If you worked for Ryder Integrated Logistics, Inc. and/or Ryder System, Inc. between March 13, 2019 and the present, you may be a potential member of a putative class action lawsuit entitled *Tiffeny Nance v. Ryder Integrated Logistics, Inc. & Ryder System, Inc.*, United States District Court for the Eastern District of California Case No. 2:23-cv-00477-TLN-JDP (“Nance Lawsuit”), which was filed on March 13, 2023. In the *Nance I* Lawsuit, Ms. Nance alleges that Ryder Integrated Logistics, Inc. and Ryder System, Inc.: (1) failed to authorize and permit and/or make available meal periods; (2) failed to authorize and permit and/or make available rest periods; (3) failed to pay for all hours worked; (4) failed to pay minimum wages; (5) failed to pay overtime wages; (6) failed to provide timely and accurate itemized wage statements; and (7) failure to pay all wages owed upon separation from employment. Ms. Nance seeks to represent a class that includes, “[a]ll current and former hourly, nonexempt workers employed by Ryder Integrated Logistics, Inc. and/or Ryder System, Inc. throughout California any time starting four years prior to the filing of this Complaint [on March 13, 2023] until the resolution of this action.” These claims and class overlap with claims released in this Settlement.

Furthermore, if you worked for Ryder Integrated Logistics, Inc. and/or Ryder Integrated Logistics of California Contractors, LLC between October 27, 2019 to the present, you may be a potential member of a putative class action lawsuit entitled *Salnave J. Keefer v. Ryder Integrated Logistics, Inc. and Ryder Integrated Logistics of California Contractors, LLC*, Los Angeles Superior Court Case No. 23STCV26430 (“Keefer Lawsuit”), which was filed on October 27, 2023. In the *Keefer* Lawsuit, Mr. Keefer alleges that Ryder Integrated Logistics, Inc. and Ryder Integrated Logistics of California Contractors, LLC: (1) failed to provide meal periods; (2) failed to provide

rest periods; (3) failed to pay hourly wages; (4) failed to indemnify for business expenses; (5) failed to provide accurate written wage statements; (6) failed to timely pay all final wages; and (7) violated unfair competition laws. Mr. Keefer seeks to represent a class that includes, “[a]ll persons employed by [Ryder Integrated Logistics, Inc. and Ryder Integrated Logistics of California Contractors, LLC] and/or any staffing agencies and/or any other third parties during the Relevant Time Period [*i.e.*, four years prior to the filing of the action until judgment is entered].” These claims and class overlap with claims released in this Settlement.

Defendants deny that they have done anything wrong in the *Nance* Lawsuit, and/or the *Keefer* Lawsuit, and deny that they owe you any wages, penalties, damages or other amounts. If you submit a valid Opt Out in this Settlement, you may still potentially be a putative class member in the *Nance* Lawsuit, and/or the *Keefer* Lawsuit if you meet the definitions to fit within the putative class in those cases, or you may pursue an individual lawsuit. If you do not submit a valid Opt Out, you will be bound to the Settlement and you will release the Class Released Claims in this case, including, but not limited to, all claims also asserted in *Nance* and *Keefer* through the end of the Class Period. Regardless of whether you submit a valid Opt Out, you will release the PAGA Released Claims in this case.

HOW TO RECEIVE YOUR SETTLEMENT PAYMENT?

You do not need to do anything to receive your Individual Settlement Payment and/or PAGA Payment Share. However, no settlement payments will be made unless and until the Court grants final approval of the Settlement.

TO REQUEST EXCLUSION FROM THE SETTLEMENT AND THE CLASS

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

ILYM Group, Inc.
[ILYM to add address]

In order to be valid, your written Opt Out must: (1) contain your name, address, and the last four digits of your Social Security Number; (2) state your request to exclude yourself from the Settlement and to opt out of the Class Released Claims; (3) be signed by you or your lawful representative; and (4) be postmarked on or before **[Response Deadline]** and returned to the Settlement Administrator at the specified address. If you do not submit a timely and valid written Opt Out, you will be bound by the release of Class Released Claims as described above and all other terms of the Settlement. If you timely submit a valid, signed written Opt Out, you will have no further role in the Civil Action 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 Plaintiffs acting as a proxy and as Private Attorneys of, and for, the State of California and the LWDA. A PAGA Employee will be bound by the release of the PAGA Released Claims upon approval of the Settlement by the Court at the Final Fairness and Approval Hearing, regardless of whether he or she submitted an Opt Out as a Class Member, and regardless of whether he or she cashes a payment from the PAGA Fund.

TO OBJECT TO THE SETTLEMENT

If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. The Court can only approve or deny the settlement and cannot change the terms of the Settlement. 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 Court at the following address: United States District Court for the Northern District of California, San Francisco Courthouse, Attn: Senior District Judge William H. Orrick, 450 Golden Gate Avenue, San Francisco, CA 94102. Within your objection, please clearly identify the case name and number (*Quincy Griffin Perkins v. Hadco Metal Trading Santa Fe Springs CA dba Ryder Integrated Logistics Inc.*, Case No. 3:23-cv-00502-WHO). You can also submit your objection electronically via PACER at <https://ecf.cand.uscourts.gov>.