SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE - CIVIL COMPLEX CENTER

EUDIER LEAÑO on behalf of himself and all others similarly situated,

PLAINTIFFS,

v.

RYDER LAST MILE, INC., a Florida Company, and DOES 1-10, inclusive,

DEFENDANTS.

RYDER LAST MILE, INC., a California Corporation,

CROSS-COMPLAINANT,

v.

SLG, LLC, a Limited Liability Company, and DOES 1 – 250, inclusive,

CROSS-DEFENDANTS.

Case No.: 30-2024-01405201-CU-OE-CXC

[Assigned for all purposes to the Honorable Melissa R. McCormick, Department CX105]

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

Date:	March 4, 2027
Time	2:00 p.m.
Dept.	CX105
Complaint Filed:	June 6, 2024
FAC Filed;	December 9, 2024
Cross-Complaint Filed:	August 4, 2025
Trial Date:	None

The Court, having reviewed and considered Plaintiff Eudier Leaño's ("Plaintiff") Motion for Approval of Private Attorneys' General Act ("PAGA") Settlement, the Settlement Agreement entered into by and between Plaintiff, Defendant and Cross-Complainant Ryder Last Mile, Inc. ("Ryder"), and Cross-Defendant SLG, LLC ("SLG") (Plaintiff, Ryder, and SLG together, hereinafter, the "Parties"), and all documents submitted in support of the motion, HEREBY ORDERS AS FOLLOWS:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement (hereinafter "Settlement Agreement") attached to the Declaration of Adrianne De Castro as **Exhibit 1**.

2. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery being provided as part of the settlement and recognizes the significant value accorded to the State of California and the Carrier-Owner Driver Group Members. The Court finds that the Settlement Agreement meets all of the requirements for approval of a settlement under PAGA, including the notice of the Settlement Agreement having been properly provided to the California Labor and Workforce Development Agency ("LWDA"). The Court finds the LWDA has not objected to, and is therefore deemed to have approved, the terms of the Settlement Agreement.

3. The Settlement Agreement is not an admission by Ryder or by any other of the Released Parties in any respect, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Ryder or any of the other Released Parties. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Ryder or any of the other Released Parties.

4. The entire Net Settlement Amount (the remainder of the Gross Settlement Amount after deducting PAGA Counsel's fees [$217,500.00] and costs [$25,000.00], the costs of administration [approximately $5,000] and the Enhancement Award and consideration to Plaintiff in exchange for a general release [$50,000.00], from the $725,000.00 Gross Settlement Amount) shall be allocated for payment of civil penalties and shall be distributed 75% to the LWDA and 25% to the Carrier-Owner Driver Group Members.[1]

5. The 25% of the Net Settlement Amount for the Carrier-Owner Driver Group Members shall be distributed to the Carrier-Owner Driver Group Members pro rata based on the number of Qualifying Weeks of each Carrier-Owner Driver Group Member during the Covered Period. "Carrier-Owner Driver Group Members" means all California-based individuals who: (1) owned, were managing members, or were partners in a motor carrier company or partnership that had a contract with Ryder in California; and (2) actually drove at least one route providing services to Ryder, at any time during the Covered Period. The "Covered Period" refers to the period from April 2, 2023 to the date of this Order approving the Settlement Agreement.

6. Ryder shall pay the Carrier-Owner Driver Group Members pursuant to the procedure described in the Settlement Agreement. Ryder shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability except as provided for in the Settlement Agreement.

7. The Court hereby confirms Aashish Y. Desai and Adrianne De Castro of Desai Law Firm, PLLC, as PAGA Counsel.

8. The Court hereby confirms Simpluris, Inc. as the Settlement Administrator and confirms that costs in the amount of approximately $5,000.00 for administration of the settlement are reasonable.

9. The Court hereby awards attorneys' fees in the amount of 30% of the Settlement Amount, which is $217,500.00 in attorneys' fees and $25,000.00 in costs. The payment of fees to

[1]Plaintiff's PAGA Letter was submitted to the LWDA on April 2, 2024. Under the operative version of PAGA at that time, any settlement reached required 75% of the proceeds to be provided to the LWDA and the remaining 25% to the Carrier-Owner Driver Group Members. *See* Cal. Lab. Code § 2699(i) (2024).

PAGA Counsel shall be made in accordance with the terms of the Settlement Agreement.

10. The Court hereby approves payment to Plaintiff in the amount of $50,000.00 as an Enhancement Award and in exchange for the general release of claims as provided for in the Settlement Agreement.

11. The Court approves the Notice of Settlement attached as Exhibit A to the Settlement Agreement.

12. Within sixty-five (65) calendar days after the Court enters the Order and Judgment, Ryder will send the Carrier-Owner Driver Group Member List to the Settlement Administrator, containing each Carrier-Owner Driver Group Member's: (1) full name; (2) last known address; (3) total number of Qualifying Weeks; and (4) social security number, if known. Ryder shall transmit the Carrier-Owner Driver Group Member List in Microsoft Office Excel format to the Settlement Administrator. This data shall only be used by the Settlement Administrator for the purpose of calculating the Individual Settlement Payments and notifying the Carrier-Owner Driver Group Members of the Settlement. This data shall not be disclosed to PAGA Counsel, the Plaintiff, or any other Carrier-Owner Driver Group Members without the written consent of Ryder or order by the Court. The Settlement Administrator shall be responsible for following all privacy laws and taking appropriate steps to ensure that Carrier-Owner Driver Group Member's personal information is safeguarded and protected from improper disclosure or use.

13. Within ninety (90) calendar days after the Court enters the Order and Judgment, the Settlement Administrator shall mail a letter approved by the Parties and the Court to the Carrier-Owner Driver Group Members. The letter, which will be substantially in the form of Exhibit A to the Settlement Agreement, will explain the terms of the Settlement Agreement, and will notify each Carrier-Owner Driver Group Member of the binding nature of the release and of the number of Qualifying Weeks that Ryder's records show for the Carrier-Owner Driver Group Member during the Covered Period. Carrier-Owner Driver Group Members may dispute their number of Qualifying Weeks during the Covered Period by notifying the Settlement Administrator of their dispute in writing, signed under penalty of perjury, and by providing any evidence supporting their dispute in a written

statement postmarked within twenty (20) calendar days of the date of mailing of the letter. The Settlement Administrator will notify Counsel for Ryder and PAGA Counsel of any dispute raised by any Carrier-Owner Driver Group Member, or any claim by anyone purporting to be a Carrier-Owner Driver Group Member, no later than two (2) business days after receiving notice of the dispute. In the case of a dispute, Ryder's records shall be presumed accurate unless clear and compelling documentary evidence is provided by the Carrier-Owner Driver Group Member to the Settlement Administrator that establishes that a mistake was made by Ryder. The Settlement Administrator shall investigate the dispute, and make the final determination of whether any additional amount is owed within ten (10) calendar days of receiving the dispute. In no case shall a dispute result in payment by Ryder in excess of the Gross Settlement Amount. The Settlement Administrator shall promptly notify Counsel for Ryder and PAGA Counsel via email once all disputes regarding the Carrier-Owner Driver Group Members' Qualifying Weeks, if any, have been resolved.

14. Within seventy-five (75) calendar days after the Effective Date, the Settlement Administrator shall mail via U.S. First Class mail each Individual Settlement Payment to each Carrier-Owner Driver Group Member's last known address with directions to the Postmaster to deliver the checks to any applicable forwarding address and to return all undeliverable checks to the Settlement Administrator. It will be conclusively presumed that a Carrier-Owner Driver Group Member's Individual Settlement Payment was received if the check has not been returned within thirty (30) calendar days of the original mailing of the check. The date of the initial mailing of the check shall be conclusively determined according to the records of the Settlement Administrator.

15. Any Individual Settlement Payment 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 Settlement Amount will be paid out to the Carrier-Owner Driver Group Members, whether or not they cash their payment checks. The entire amount of each Carrier-Owner Driver Group Member's uncashed settlement check(s) shall be turned over to the California State Controller's Office in the name of the individual Carrier-Owner Driver

Group Member. The Parties acknowledge that California Civil Procedure Code section 384 and the Doctrine of Cy Pres are not applicable to this Settlement Agreement because the terms of the Settlement Agreement expressly provide for the disposition of the entire Net Settlement Amount, whether claimed or unclaimed. None of the settlement funds will revert back to Ryder. Ryder shall not be liable for any additional amount due to this subsequent distribution. In any event, the Carrier-Owner Driver Group Members nonetheless shall be bound by the release of Covered Claims and the terms of this Settlement Agreement.

16. As of the Effective Date, as defined in the Settlement Agreement, each of the Carrier-Owner Driver Group Members (including Plaintiff on behalf of himself, the State of California, and all Carrier-Owner Driver Group Members), individually and on behalf of all their respective affiliated business entities (if any), successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully release and forever discharge the Released Parties from any and all claims, causes of action, demands, rights, liabilities, penalties, attorneys' fees, costs, damages, interest, restitution, and/or liability of any kind under PAGA, whether known or unknown, that were or could have been asserted against any of the Released Parties in the Civil Action or PAGA Letter 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 alleged misclassification as independent contractors, failure to reimburse necessary business expenses, failure to provide meal periods and/or pay premium pay in lieu thereof, failure to provide rest periods and/or pay premium pay in lieu thereof, failure to pay wages for all hours worked, including minimum wages and overtime wages, failure to provide accurate itemized wage statements, failure to maintain records, failure to timely pay all wages owed during employment, failure to timely pay all wages owed upon termination of employment, unlawful collection of wages from an employee, secret payment of wages at a rate lower than designated by statute, unlawful demand, exact, or acceptance of a bond, and violations of California Labor Code Sections 98.6, 201-203, 204, 218, 218.6, 221-223, 226, 226.2, 226.3, 226.7, 400-410, 500, 510, 512, 558, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, *et seq.*, 2699.3, 2699.5, 2775, *et seq.*, 2802-2804; all claims for declaratory relief; all applicable IWC Wage Orders; as

well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Letter that Plaintiff sent to the LWDA ("Covered Claims"). This release shall extend to all such claims arising from or relating to any and all acts, events and omissions that occurred and/or accrued during the Covered Period.

17. The Carrier-Owner Driver Group Members are permanently barred and enjoined from prosecuting against Ryder and the Released Parties any of the claims released in the Settlement Agreement.

18. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS HEREBY ORDERED that:

1. Final judgment shall be entered in this case in accordance with the terms of the Settlement Agreement and this Order. This Judgment is intended to be a final disposition of this action in its entirety and is immediately appealable.

2. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement Agreement and this Order.

3. PAGA Counsel shall submit a copy of this Order and the Judgment to the LWDA in the manner required by PAGA.

Date: _____

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Melissa R. McCormick
JUDGE OF THE SUPERIOR COURT