

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO.: 1:22-cv-20552-ALTONAGA/Torres

**JAMES THOMPSON, III, individually
and on behalf of all others
similarly situated,**

Plaintiff,

v.

RYDER SYSTEM, INC.,

Defendant.

**UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT
AND SUPPORTING MEMORANDUM OF LAW**

The Class Representative, James Thompson, III (“Plaintiff” or “Named Plaintiff”), pursuant to Fed.R.Civ.P. 23, files this Unopposed Motion for Final Approval of the Parties’ Class Action Settlement. On March 16, 2022, the Court granted Plaintiff’s Unopposed Motion for Preliminary Approval of the Class-wide Settlement of the claims asserted against Defendant under 29 U.S.C. § 1166 and 29 C.F.R. § 2590.606-4. (*See* Doc. 41.) In that Order, the Court found that Settlement terms are “fair, reasonable, and adequate.” (*Id.*, p. 3, ¶ 10).

Following entry of that Order, the Settlement Class Administrator sent a Notice of Settlement via first class mail to all Settlement Class Members. Importantly, class members made zero objections. (*See* attached Declaration of Mark Unkefer from Settlement Administrator, American Legal Claim Services, LLC, ¶¶ 8-9) (hereinafter “Unkefer Decl.”). Not only that, only five requests for exclusion were made. (*Id.*). Considering the large size of the Class, coupled with the fact this is a “claims paid” settlement (meaning all class members will automatically

receive a check without having to file claims), and no funds revert to Defendant (instead they will be paid to a *cy pres* recipient), the Settlement is an excellent outcome.

In sum, little has changed since the Court's Order granting the Plaintiff's Motion for Preliminary Approval, confirming that the Settlement is fair, reasonable, adequate, and warrants final approval. As a result, Plaintiff requests that the Court enter the Final Approval Order attached as Exhibit A. In further support thereof, Plaintiff states as follows:

I. BACKGROUND AND OVERVIEW OF MOTION.

A. Allegations Included in Named Plaintiff's Complaint.

This is a putative class action brought by Named Plaintiff against Defendant under 29 C.F.R. § 2590.606–4(b)(4) *et seq.* and 29 U.S.C. § 1166(a). The lawsuit generally alleges that Defendant provided Named Plaintiff and the Settlement Class Members with a deficient COBRA election notice (“COBRA Notice”). More specifically, Named Plaintiff asserts that Defendant's COBRA Notice did not adequately inform him how to exercise his rights to elect COBRA coverage because the COBRA Notice allegedly: (i) failed to include an address indicating where COBRA payments should be mailed; (ii) failed to include a physical election form; and (iii) failed to identify the plan administrator. As a result of the alleged violations in the Complaint, Named Plaintiff sought statutory penalties, injunctive relief, attorneys' fees, and costs, on behalf of himself and a putative class of all others similarly-situated during the applicable statutory period. The action was brought on behalf of all participants and beneficiaries in the Plan who, in the four years preceding the filing of the Complaint, received the COBRA Notice because of a qualifying event and who did not elect COBRA coverage.

B. Defendant's Defenses.

Had mediation been unsuccessful, Defendant had available to it myriad defenses to Named Plaintiff's allegations. Defendant denied, and continues to deny, that it violated 29 U.S.C. § 1166(a) and 29 C.F.R. § 2590.606-4 with regard to Named Plaintiff and/or any Settlement Class Member. In fact, as part of the Agreement, Defendant specifically denies that it engaged in any wrongdoing, does not admit or concede any actual or potential fault, wrongdoing or liability in connection with any facts or claims that have been alleged against it in this case, denies that the claims asserted by Named Plaintiff are suitable for class treatment other than for settlement purposes, and Defendant denies that it has any liability whatsoever. The Agreement and this Motion are not, and shall not, in any way be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of Defendant, nor of any violation of any federal, state, or municipal statute, regulation, principle of common law or equity. However, Defendant agreed to resolve this action through settlement because of the substantial expense of litigation, the length of time necessary to resolve the issues presented in this case, the inconveniences involved, and the potential for disruption to its business operations.

C. Procedural History of Case.

Plaintiff filed suit against Defendant on February 24, 2022 (Doc. 1), and an Amended Complaint on June 6, 2022. (Doc. 17). On June 27, 2022, Defendant filed its Motion Dismiss the First Amended Complaint. (Doc. 20). That Motion was denied, in part, on October 11, 2022. (Doc. 29). In the interim, on August 30, 2022, Defendant filed a Motion to Stay Discovery. (Doc. 25). That Motion was later denied by the Court on September 7, 2022. (Doc. 28).

Plaintiff served requests for production, interrogatories, and a Fed.R.Civ.P. 30(b)(6) notice on Defendant on August 11, 2022. Additionally, Plaintiff sought and ultimately obtained written

discovery, including a sworn declaration, from Defendant's COBRA Administrator, Alight Solutions. Defendant responded to Plaintiff's written discovery on October 4, 2022.

Defendant filed its Answer and Affirmative Defenses on October 25, 2022. (Doc. 30). Soon thereafter, after Plaintiff's extensive discovery efforts, counsel for both sides agreed to ask the Court to stay this case pending completion of a class wide mediation. The Court granted the Parties' Joint Motion to Stay this case on November 8, 2022. (Doc. 32). The Parties then scheduled a Zoom mediation with Hunter Hughes.

D. Settlement Negotiations and Mediation.

On January 23, 2023, the Parties participated in mediation with mediator Hunter Hughes, one of the country's most respected class action mediators. Soon after mediation concluded, the Parties reached an agreement in principle to resolve this matter on a class-wide basis. As a result of the agreement reached at mediation, the Parties agreed to enter into the Agreement, for which they now seek Court approval.

II. THE PROPOSED SETTLEMENT.

A. The Proposed Settlement Class.

The class includes 23,340 individuals who meet the following proposed Settlement Class definition: "All participants and beneficiaries in the Defendant's Health Plan who were sent a COBRA notice by Defendant, in the same or substantially similar form sent to Plaintiff, from February 24, 2018 to February 24, 2022, as a result of a qualifying event, as determined by Defendant's records, and did not elect continuation coverage."

B. Benefits to the Settlement Class and Named Plaintiff.

The Agreement, if granted final approval, will resolve all claims of Named Plaintiff and all Settlement Class Members in exchange for Defendant's agreement to pay \$390,000 into the

Settlement Account. This represents a gross recovery of approximately \$16.80 per Settlement Class member and a net recovery of approximately \$7.50 to \$10.00. This recovery falls well within the range of reasonableness for settlement purposes. *See, e.g., Johnson v. McDonald's Corp.*, 1:21-cv-24339-FAM (S.D. Fla. Feb. 14, 2023)(ECF. No. 50) (\$7.00 to \$10.00 net payment to class members approved in COBRA class settlement recently granted final approval by Judge Moreno); *Baja v. Costco*, 0:21-cv-61210-AHS (S.D. Fla. Oct. 25, 2022)(ECF. No. 56)(\$10.00 net payment approved in COBRA class settlement recently granted final approval by Judge Singhal).

From the Settlement Account will be deducted amounts for the costs of settlement administration, Class Counsel's fees, a general release payment of \$7,500 to the Named Plaintiff, as well as litigation costs, resulting in the "Net Settlement Proceeds," which will be allocated among the approximately Settlement Class Members equally on a *pro rata* basis. No funds revert to Defendant. Any funds that are unclaimed (which shall only arise if/when a check is mailed but then not timely cashed) shall revert to a mutually agreeable *cy pres* recipient. The Parties have selected Legal Services of Greater Miami, a 501(c)(3) non-profit legal aid organization, and will ask the Court to approve it as the *cy pres* recipient.

The Parties negotiated the proposed Settlement on a common fund basis, meaning that the Parties' settlement offers were inclusive of all attorneys' fees and costs, and administrative expenses. The Parties did not negotiate attorneys' fees until after agreeing on all terms related to the size of the common settlement fund and the class definition.

C. Administration of Notice of Settlement.

The Parties have agreed to utilize a private, third-party vendor, American Legal Claim Services, LLC ("ALCS"), to administer the Settlement in this case, including but not limited to

distribution of the Notice of Settlement. The Parties have also agreed that all fees and expenses charged by the Settlement Administrator shall be paid from the Settlement Account.

If the Court grants final approval of the settlement, Defendant will transfer designated amounts to the Settlement Account within twenty-one (21) days of the effective date of the Agreement, as defined in the Agreement. Settlement checks will be mailed to all Settlement Class Members within fifteen (15) days after receipt by the Settlement Administrator of the Settlement Account monies. To the extent any money remains in the Settlement Account after these distributions and after Settlement Class Members have had one-hundred eighty (180) days to cash their settlement checks, such monies shall be transferred to the *cy pres* recipient identified above.

The Notice of Settlement in this case is modeled after notices to class members approved by other federal courts in cases involving deficient COBRA notices, including in *Rigney, et al. v. Target Corp.*, No. 8:19-cv-01432-MSS-JSS (M.D. Fla. July 14, 2020), ECF No. 49-4 and 49-4, 52; *see also Vazquez v. Marriott International, Inc.*, No. 8:17-cv-00116-MSS-MAP (M.D. Fla. Feb. 27, 2020) ECF No. 127. For these reasons, the Notice of Settlement should be approved.

D. Attorneys' Fees and Costs.

Pursuant to the Agreement, Class Counsel is authorized to petition the Court for up to one-third of the Gross Settlement amount for attorneys' fees, plus costs. Defendant does not oppose the amount of fees and costs sought by Class Counsel, as specified above. Neither Settlement approval nor the size of the Gross Settlement amount are contingent upon Court approval of the full amount of Class Counsel's requested fees and costs.

E. Class Action Fairness Act Notice.

The settlement administrator submitted the notices required by the Class Action Fairness Act of 2005 ("CAFA") to the appropriate Federal and State officials.

F. The General Release Payment.

Additionally, Named Plaintiff, James Thompson, III, is entitled to apply to the Court for a General Release Payment not to exceed \$7,500. Named Plaintiffs acknowledge that in *Johnson v. NPAS Sols., LLC*, 975 F.3d 1244, 1260 (11th Cir. 2020), the Eleventh Circuit held that incentive awards for class action representatives that provide compensation for their time and reward them for bringing lawsuits are prohibited. However, the general release payments do not constitute a prohibited incentive award because the general release payments are made in consideration for Mr. Thompson's release of all claims he individually could have or did assert in the action, including claims under federal law, state or local laws, statutes, regulations, ordinances, or federal or state common law. Defendant does not oppose Named Plaintiff's General Release Payment application. Neither Settlement approval nor the size of the Gross Settlement amount are contingent upon Court approval of the full amount of Class Counsel's requested fees and costs, nor approval of Named Plaintiffs' General Release Payments.¹

In *Baja v. Costco*, S.D. Fla. Case No.: 0:21-cv-61210-AHS (Dec. 9, 2021)(Doc. 56), Judge Raag Singhal from the Southern District of Florida ordered supplemental briefing on whether a general release payment was permissible in light of *Johnson v. NPAS Sols., LLC*, 975 F.3d 1244, 1260 (11th Cir. 2020). Ultimately, Judge Singhal approved the general release and held as follows:

The Court finds the general release payment does not constitute a prohibited incentive award as described in *Johnson v. NPAS Sols., LLC*, 975 F.3d 1244 (11th

¹ General releases that are supported by independent consideration are routinely approved in employment law settlements, including specifically in class action settlement approved after the Johnson was issued. *See, e.g., Twardosky v. Waste Management, Inc.*, Case No. 8:19-cv-02467-CEH-TGW (M.D. Fla. June 28, 2021, ECF No. 58); *Candiss Tweedie v. Waste Pro of Fla., Inc.*, Case No. 8:19-cv-01827, (M.D. Fla. August 5, 2021) (Adopting May 4, 2021 Report and Recommendation, (ECF No. 57), in a Fair Credit Reporting Act class action settlement, which provides for a \$7,500 incentive award to the named plaintiff in exchange for a general release.); *McNamara v. Brenntag Mid-South, Inc.*, Case 8:21-cv-00618 (M.D. Fla. Feb. 17, 2022)(Doc. 32)(approving \$5,000 general release payment to class representative in class action case.)

Cir. 2020). The general release payment was made in consideration for Baja's release of any and all claims he individually could have or did assert in the action, including claims under federal law, state or local laws, statutes, regulations, ordinances, or federal or state common law. See (DE [41-2], at 12–14). Thus, the general release payment cannot reasonably be characterized as an impermissible “salary,” “bounty,” or payment given to a class representative “simply by reason of his status.” See Johnson, 975 F.3d at 1259 n.9 (citations omitted). Johnson specifically dealt with an explicit “incentive payment” awarded in “acknowledgement of [the class representative’s] role in prosecuting the case on behalf of the class members.” Id. at 1248. That is nothing like the case here.

Thus, in accordance with Judge Singhal’s decision in *Baja v. Costs*, this Honorable Court should approve the general release payment under the Parties’ agreement to Mr. Thomson.

G. The Court’s Order granting Preliminary Approval of the Settlement.

On March 16, 2022, the Court granted Plaintiff’s Unopposed Motion for Preliminary Approval of the Class-wide Settlement of the claims asserted against Defendant under 29 U.S.C. § 1166 and 29 C.F.R. § 2590.606-4. (*See* Doc. 41.) Following entry of that Order, and as further explained by the attached sworn declaration from the Settlement Administrator, Notice was mailed out to the approximately 23,340 Settlement Class Members.

H. The Class Member’s Reactions to the Settlement.

The Settlement Claims Administrator, American Legal Claim Services, LLC (“ALCS”), sent the short form Class Notice approved by the Court to each of the Settlement Class Members on April 14, 2023, via first-class U.S. mail. A total of 23,340 Class Notices were mailed to members of the Settlement Class. (*See* Declaration of Mark Unkefer from ALCS, ¶ 5) (hereinafter “Unkefer Decl.”). Thus, the Settlement Class Members overwhelmingly accepted the Settlement. According to the Settlement Administrator, 99.03% of the notices were deemed delivered. (Unkefer Decl. ¶ 7.) No Class Members have objected to the settlement thus far. (Unkefer Decl. ¶ 9.) Additionally, to date only five class members filed for exclusion. (Unkefer Decl. ¶ 8.)

**III. THE PROPOSED CLASS HAS BEEN CERTIFIED
AND THE NOTICE PLAN APPROVED.**

A. The Class Has Already Been Certified on a Preliminary Basis.

The Court has already determined this action was proper for resolution on a class wide basis pursuant to Rule 23(a) and 23(b)(3). (*See* Doc. 42). Since the Court’s Preliminary Approval Order, no objections addressing class certification were received. Thus, there is no reason to re-visit the Court’s prior ruling. Pursuant to Fed.R.Civ.P. 23(e), the Court should grant final approval of the settlement.

B. Notice to the Class under Fed.R.Civ.P. 23(e)(1).

Under Fed.R.Civ.P. 23(e)(1), Courts typically first analyze the notice to the class. As to the manner of providing notice, Federal Rule of Civil Procedure 23(c)(2)(B) provides, in pertinent part, that, “[f]or any class certified under Rule 23(b)(3) the Court must direct to class members the best notice practicable under the circumstances including individual notice to all members who can be identified through reasonable effort.” An individual mailing to each class member’s last known address has been held to satisfy the “best notice practicable” test. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (noting that individual mailings satisfy Rule 23(c)(2)).

Here, the Settlement Administrator exceeded these requirements by sending out the Court-approved short form version of the notice to all class members via U.S. Mail. That notice included all information required by Fed.R.Civ.P. 23(e)(1) and 23(c)(2)(B), including a link to the long-form version of the notice as well as the 1-800 informational number, along with all other required information. Thus, notice was sufficient.

C. Final Approval is Appropriate Under Fed.R.Civ.P. 23(e)(2).

Under Rule 23(e)(2), Courts look to whether: (1) the class representatives and class counsel have adequately represented the class; (2) the proposal was negotiated at arm’s length; (3) the relief

provided for the class is adequate, and (4) the proposal treats class members equitably relative to each other. This standard is satisfied here, and the Court should enter a Final Order approving the Class Action Settlement Agreement.

1. The Class Representative and Class Counsel Have Adequately Represented the Class.

There is no question that the Named Plaintiff, Ashley Johnson, and the undersigned have adequately represented the class. This first Rule 23(e)(2) requirement encompasses two separate inquiries: (1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the representatives will adequately prosecute the action. *Battle v. Law Offices of Charles W. McKinnon, P.L.*, 2013 U.S. Dist. LEXIS 29263, at *10 (S.D. Fla. Mar. 5, 2013) (citing *Busby v. JRHBW Realty, Inc.*, 513 F.3d 1314, 1323 (11th Cir. 2008)).

Here, the adequacy-of-representation requirement has been met. The Named Plaintiff, James Thompson, III, is adequate given that his interests are equivalent to those of the Settlement Class. He was actively involved in this case from its inception, including providing the original documents supporting the allegations from the Complaint, providing input and approval to the filing of the Complaint, participating in discovery, participating in settlement discussions, and attending the Zoom mediation. He, along with his counsel, secured a six-figure settlement from a highly sophisticated Defendant in favor of the class members she represents.

Plaintiff's Counsel and prior experience is detailed in the Declarations attached to the Motion for Preliminary Approval (*see* Doc. 40-5 (Cabassa Decl.), Doc. 40-6 (Hill Decl.), Doc. 40-7 (Heystek Decl.), Doc. 40-8 (Justice Decl.), and those declarations attached hereto. This case has, at all stages, been handled on both sides by very experienced lawyers whose reputations for effective handling of complex litigation are known throughout Florida, and the country. This factor also weighs in favor of awarding the Requested Fee.

Additionally, the undersigned have been appointed as class counsel in several other COBRA class action cases, including *Baja v. Costco Wholesale Corp.* 0:21-cv-61210-AHS (S.D. Fla. Dec. 20, 2022)(Doc. 56); *see also Hicks v. Lockheed Martin Corp, Inc.*, 8:19-cv-00261-JSM-TGW (M.D. Fla. Sept. 5, 2018) (Doc. 34). *See also Valdivieso v. Cushman & Wakefield, Inc.*, M.D. Fla. Case No.: 8:17-cv-00118-SDM-JSS (M.D. Fla. Dec. 7, 2018) (Doc. 92) (appointing undersign as class counsel in a COBRA notice class action), and *Carnegie v. FirstFleet Inc.*, M.D. Fla. Case No.: 8:18-cv-01070-WFJ-CPT (M.D. Fla. June 21, 2019) (Doc. 63) (same).

When, as here, the Parties are represented by counsel who have significant experience in class-action litigation and settlements and in ERISA cases, and no evidence of collusion or bad faith exists, the judgment of the litigants and their counsel concerning the adequacy of the settlement is entitled to deference. *Thacker v. Chesapeake Appalachia, L.L.C.*, 695 F. Supp. 2d 521, 532-33 (E.D. Ky. 2010) *aff'd sub nom. Poplar Creek Dev. Co. v. Chesapeake Appalachia, L.L.C.*, 636 F.3d 235 (6th Cir. 2011) (“in deciding whether a proposed settlement warrants approval, the informed and reasoned judgment of plaintiffs' counsel and their weighing of the relative risks and benefits of protracted litigation are entitled to great deference”); *see, e.g., UAW v. Ford Motor Co.*, 2008 WL 4104329 at *26 (E.D. Mich. August 29, 2008) (“[t]he endorsement of the parties’ counsel is entitled to significant weight, and supports the fairness of the class settlement.”). Thus, the proposed Settlement satisfies Rule 23(e)(2)’s first component, adequacy.

2. The Settlement Is the Product of Arm’s-Length Negotiations Between Experienced Counsel Before A Neutral Mediator.

The next Rule 23(e)(2) factor is also satisfied because the proposed Settlement, and the record in this case, show that the Settlement Agreement was the product of extensive and detailed arm’s-length, and at times contentious, negotiations between the Parties and their counsel. Not only that, but the Parties also used a highly respected mediator in this case, Hunter Hughes, one of

the most respected class action mediators in Florida. *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1384 (S.D. Fla. 2007) (concluding that class settlement was warranted because it was overseen by “an experienced and well-respected mediator”). The Parties and counsel were well-informed of the potential strengths and weaknesses of their positions and conducted good-faith negotiations to avoid costly and protracted litigation.

Moreover, as stated above, all counsel involved in the negotiations are experienced in handling class action litigation and complex litigation and are clearly capable of assessing the strengths and weaknesses of their respective positions. *Pierre-Val*, 2015 U.S. Dist. LEXIS at *2 (“courts should give weight to the parties’ consensual decision to settle class action cases, because they and their counsel are in unique positions to assess the potential risks”). Where there “is no evidence of any kind that the parties or their counsel have colluded or otherwise acted in bad faith in arriving at the terms of the proposed settlement ... counsel’s informed recommendation of the agreement is persuasive that approval is appropriate.” *Strube v. American Equity Inv. Life Ins. Co.*, 226 F.R.D. 696, 703 (M.D. Fla. 2005).

3. The Settlement Provides Adequate Relief to the Class Members.

The Agreement, if granted final approval, will resolve all claims of Named Plaintiff and all Settlement Class Members in exchange for Defendant’s agreement to pay \$390,000 into the Settlement Account. This represents a gross recovery of approximately \$16.80 per Settlement Class member and a net recovery of approximately \$7.50 to \$10.00. This recovery falls well within the range of reasonableness for settlement purposes. *See, e.g., Johnson v. McDonald’s Corp.*, 1:21-cv-24339-FAM (S.D. Fla. Feb. 14, 2023)(ECF. No. 50) (\$7.00 to \$10.00 net payment to class members approved in COBRA class settlement recently granted final approval by Judge Moreno);

Baja v. Costco, 0:21-cv-61210-AHS (S.D. Fla. Oct. 25, 2022)(ECF. No. 56)(\$10.00 net payment approved in COBRA class settlement recently granted final approval by Judge Singhal).

From the Settlement Account will be deducted amounts for the costs of settlement administration, Class Counsel's fees, any approved general release payment, and litigation costs, resulting in the "Net Settlement Proceeds," which will be allocated among the approximately Settlement Class Members equally on a *pro rata* basis. No funds revert to Defendant. Any funds that are unclaimed (which shall only arise if/when a check is mailed but then not timely cashed) shall revert to a mutually agreeable *cy pres* recipient. The Parties have selected Legal Services of Greater Miami, a 501(c)(3) non-profit legal aid organization, and will ask the Court to approve it as the *cy pres* recipient. All Settlement Class members who do not opt out will share in the recovery, as they do not need to file a claim form to receive a settlement payment.

As set forth above, continuing the litigation would have been complicated, protracted, and expensive. The risk of Named Plaintiff being unable to establish liability and damages was also present because of the numerous defenses asserted by Defendant. Because this case settled not long after filing, Named Plaintiff had yet to survive class certification, summary judgment, and trial. Each of these phases of litigation presented serious risks, which the settlement allows the Named Plaintiff and the Settlement Class Members to avoid. *See, e.g. In re Painewebber Ltd. P'ships Litig.*, 171 F.R.D. 104, 126 (S.D.N.Y. 1997) ("Litigation inherently involves risks."). Courts reviewing the issue of fairness have also favored settlements that allow even partial recovery for class members where the results of suits are uncertain. *Murray v. GMAC Mortg. Corp.*, 434 F.3d 948, 952 (7th Cir. 2006) ("Risk that the class will lose should the suit go to judgment on the merits justifies a compromise that affords a lower award with certainty.").

The Gross Settlement amount in this Settlement is in line with per class member settlement amounts in similar cases. Under the Parties' Agreement, the Settlement Class Members can quickly realize a portion of their possible statutory damage claims from the Settlement Account, even if the amount is less than what could have been recovered through successful litigation. Likewise, Defendant caps its exposure at less than the amounts it could owe to each Settlement Class Member if it were to lose at trial, in addition to avoiding protracted litigation and a trial which would involve significant time and expense for all Parties. Named Plaintiff supports the Settlement. Class Counsel believes that the bulk of the other Settlement Class Members will have a favorable reaction to the Settlement and not object to it once they have been advised of the settlement terms.

4. The Proposal Treats Class Members Equitably Relative to Each Other.

The last Rule 23(e)(2) factor is satisfied because the proposed Settlement treats class members equitably. In fact, they are treated identically. Moreover, this a "claims paid" Settlement. Settlement Class Members do not have to submit claim forms to receive a share of the settlement proceeds. Rather, all Settlement Class Members will simply receive checks after the Settlement Effective Date. If Settlement checks are not cashed, the Settlement Agreement provides for a donation to a *cy pres* recipient.

If Plaintiff had chosen to continue to litigate her claims, a successful outcome was far from guaranteed. As discussed below, Plaintiff faced significant risks with respect to liability and damages. First, with respect to liability, important issues remained to be decided upon the evidence presented. Second, with respect to damages, the pertinent regulations provide for a maximum statutory penalty of \$110 per day, but no minimum penalty. *See* 29 C.F.R. § 2575.502c-1. Whether or not to award statutory penalties is left completely within the discretion of the court. *See Scott*

v. Suncoast Beverage Sales, Ltd., 295 F.3d 1223, 1232 (11th Cir. 2002). In other words, even if Plaintiff was able to prove that Defendant violated the COBRA notice regulation, Plaintiff and Settlement Class Members may have recovered only nominal damages, or even nothing at all. Third, even if Plaintiff overcame an inevitable defense summary judgment motion, successfully had the case certified as a class under Rule 23 by the Court, and won at trial, and convinced the court to award statutory penalties, Defendant likely would have appealed in final adverse judgment, meaning Plaintiff would also need to survive all appellate proceedings.

Thus, to avoid the foregoing risks, it was reasonable for Plaintiff to settle the case at this juncture, to assure class-wide monetary and prospective relief for Settlement Class Members. *See, Bennett v. Behring Corp.*, 76 F.R.D. 343, 349-50 (S.D. Fla. 1982) (stating that it would have been “unwise [for plaintiffs] to risk the substantial benefits which the settlement confers ... to the vagaries of a trial”), *aff’d*, 737 F.2d 982 (11th Cir. 1984).

5. The Settlement Will Avoid a Complex, Expensive, and Prolonged Legal Battle Between the Parties.

Aside from the risks of litigation, continuing the litigation would have resulted in complex, costly, and lengthy proceedings before this Court and likely the Eleventh Circuit, which would have significantly delayed relief to Settlement Class Members (at best), and might have resulted in no relief at all. Moreover, Defendant would have appealed any judgment entered against it, resulting in further expense and delay. Indeed, complex litigation such as this “can occupy a court’s docket for years on end, depleting the resources of the parties and taxpayers while rendering meaningful relief increasingly elusive.” *In re U.S. Oil & Gas Litig.*, 967 F.2d at 493. By entering the Settlement now, Plaintiff saved precious time and costs, and avoided the risks associated with further litigation, trial, and an inevitable appeal.

D. The Remaining Factors Under Fed.R.Civ.P. 23(e)(3)-(5) are Satisfied.

In accordance with Fed.R.Civ.P. 23(e)(3), the parties have filed the settlement agreement for which they seek final approval. Similarly, Fed.R.Civ.P. 23(e)(4) is satisfied by the notice period during which class members were given sufficient time to be excluded and/or object. And, finally, Fed.R.Civ.P. 23(e)(5), which sets out the applicable procedures for evaluating objections, is also satisfied because, in fact, to date there have been no objections made. Thus, each of these factors also weigh in favor of the Court granting final approval of the Parties' class action settlement.

IV. CONCLUSION.

For the foregoing reasons, Plaintiff respectfully requests that the Court grant this Motion. A proposed Order is attached as Exhibit A.

V. LOCAL RULE 7.1(A)(3) CERTIFICATE.

The undersigned certifies that Plaintiff's counsel has conferred with all parties or non-parties who may be affected by the relief sought in the motion in a good faith effort to resolve the issues raised in the Motion. Defendant does not oppose the relief sought in this Motion.

DATED this 6th day of June, 2023.

Respectfully submitted,

/s/Brandon J. Hill

BRANDON J. HILL

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of June, 2023, the foregoing was electronically filed with the Clerk of the Court via the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/Brandon J. Hill

BRANDON J. HILL

Exhibit A

(Proposed Final Order)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO.: 1:22-cv-20552-ALTONAGA/Torres

**JAMES THOMPSON, III, individually
and on behalf of all others
similarly situated,**

Plaintiff,

v.

RYDER SYSTEM, INC.,

Defendant.

**[PROPOSED] ORDER GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT**

On March 16, 2022, this Court granted preliminary approval to the proposed Class Action Settlement (“Settlement”) set forth in the Plaintiff’s Unopposed Motion for Preliminary Approval of their Class Settlement Agreement (the “Settlement Agreement”). (Doc. 41). The Court provisionally certified the case for Settlement purposes, approved the procedure for giving Class Notice to the Settlement Class Members, and set a final approval hearing to take place on June 16, 2023.

Following the final fairness hearing, the Court finds that the Notice to the Settlement Class substantially in the form approved by the Court in its Preliminary Approval Order was given in the manner ordered by the Court, constitutes the best practicable notice, and was fair, reasonable, and adequate. As such,

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Plaintiff’s Unopposed Motion for Final Approval of the Parties’ Class Action Settlement is **GRANTED**.

2. All defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement executed by the Parties and filed with the Court.

3. The Court has subject matter jurisdiction to approve the Settlement Agreement, including all Exhibits thereto, and to enter this Final Order and Judgment. Furthermore, both the Class Representative and Class Members have sufficient Article III standing.

4. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties had engaged in an all-day mediation session with the assistance of an experienced neutral class action mediator, and only after counsel for both sides exchanged written discovery, and exchanged sufficient information on both the claims and class size. Furthermore, Plaintiff retained counsel well-versed in the law pertaining to COBRA notice cases on a class basis. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

5. The Court finds that the prerequisites for a class action under Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b), as well as Fed. R. Civ. P. 23(e), have been satisfied for settlement purposes only for each Settlement Class Member

6. Pursuant to Fed. R. Civ. P. 23, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement.

7. The Court finds the requirements of the Class Action Fairness Act have been satisfied.

8. The Court appoints attorneys Luis A. Cabassa, Amanda E. Heystek, Brandon J. Hill of the law firm Wenzel Fenton Cabassa, P.A., along with Chad Justice from Justice for Justice, as class counsel.

9. Further, Named Plaintiff and Class Representative, James Thompson, III (“Class Representative”), shall continue serving as the Class Representative.

10. The Court makes the following findings on Notice to the Settlement class:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object to the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment (i) constitute the most effective and practicable notice of the Final Order and Judgment, the relief available to Settlement Class Members pursuant to the Final Order and Judgment, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.

11. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate pursuant to Fed. R. Civ. P. 23(e). The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

12. The Court approves the distribution of the Settlement Fund, as described in the Settlement Agreement, as fair, reasonable, and adequate, and the Settlement Administrator is authorized to distribute the Settlement Fund in accordance with the terms of the Settlement Agreement.

13. The Parties are hereby ordered to implement and consummate the Settlement Agreement according to its terms and provisions.

14. Pursuant to Fed. R. Civ. P. 23(h), Class Counsel is awarded a fee consisting of one-third of the Settlement Fund (equivalent to a fee award of \$130,000), plus an additional \$10,542 in litigation costs, payable from the Settlement Fund pursuant to the terms of the Settlement Agreement.

15. Named Plaintiff and Class Representative, James Thompson, III.

16. The terms of the Settlement Agreement and of this Final Order and Judgment, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by the Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

17. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

18. The following individual submitted exclusions and, thus, should be not bound by the settlement: Steven D. Sanchez, Jr., Chet Jenkins, Betty Colleen Murphy, Antoinette Thomas-Davis, John Spiewak,

19. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiff and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein.

20. The Court maintains jurisdiction over this case to enforce the terms and conditions of the Settlement Agreement if needed.

DONE and ORDERED this _____ day of June, 2023.

CECILIA M. ALTONAGA
CHIEF UNITED STATES DISTRICT JUDGE

Copies to:
Counsel of Record

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO.: 1:22-cv-20552-ALTONAGA/Torres

**JAMES THOMPSON, III, individually
and on behalf of all others
similarly situated,**

Plaintiff,

v.

RYDER SYSTEM, INC.,

Defendant.

DECLARATION OF BRANDON J. HILL

I, Brandon J. Hill, declare under penalty of perjury as follows:

1. Unless otherwise indicated, the facts set forth below are based on my personal knowledge and the opinions set forth herein are my own. I understand that this declaration under oath may be filed in the above captioned action.

2. I am a partner at Wenzel Fenton & Cabassa, P.A., and counsel in the above-styled case.

3. I have been a member of the Florida Bar since April of 2007, the Illinois Bar since 2010, and District of Columbia Bar since 2011. I have an LL.M. from George Washington University School of Law, a J.D. from Florida State University College of Law, and two Bachelor's degrees from the University of Kansas.

4. I am admitted in the United States District Courts for the Northern, Middle, and Southern District Courts of Florida, the Northern District of Illinois, the Eastern District of Michigan, and the United States Court of Appeals for the Eleventh Circuit.

5. I have represented employers and employees in all stages of litigation in federal and state courts throughout Florida, and beyond. In the Middle District of Florida alone I have served as co-counsel or lead counsel in 600+ federal cases.

6. I possess the requisite experience necessary to serve as class counsel in this case. I have been appointed as class counsel in multiple class actions, including cases involving a few hundred class members up to nearly half a million class members. Below is a list of class action cases I have been appointed as class counsel by the Court:

- *Brown, et al. v. Lowe's Companies, Inc., and LexisNexis Screening Solutions, Inc.*, Case No.: 5:13-CV-00079-RLV-DSC (W.D.N.C) (appointed as co-class counsel in national FCRA class action matter involving 451,000 class members);
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- *Hargrett, et al. v. Amazon.com, DEDC, LLC*, 8:15-cv-02456-WFJ-AAS, M.D. Fla. Case No.: 8:15-cv-02456 (appointed as class counsel in FCRA case with 480,000+ class members);
- *Smith, et al. v. QS Daytona, LLC*, Case No.: 6:15-cv-00347-GAP-KRS (M.D. Fla.) (Doc. 45) (appointed as class counsel in FCRA class action involving several hundred class members);
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- *Rigney et al v. Target Corporation*, Case No.: 8:19-cv-01432-MSS-JSS (M.D. Fla) (served as class counsel in deficient COBRA notice case with 92,000+ class members)
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- *Lyttle v. Trulieve, Inc., et al.*, Case No.: 8:19-cv-02313-CEH-TGW (M.D. Fla) (appointed as class counsel in Fair Credit Reporting Act case involving 1,300 class members);

- *Twardosky v. Waste Management, Inc. of Florida, et al.*, 8:19-cv-02467-CEH-TGW(M.D. Fla) (appointed as class counsel in Fair Credit Reporting Act case involving 29,295 class members);
- *Silberstein v. Petsmart, Inc.*, 8:19-cv-02800-SCB-AAS (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 12,000+ class members);
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- *Forsyth v. Lucky's Market GP2, LLC et al*, Case No.: 20-10166 (JTD); Adv. Pro. No. 20-50449 (JTD) (Del. Bk.) (served as class counsel in WARN Act class action pursued in Bankruptcy court adversarial proceeding involving hundreds of former employees);
- *Taylor v. Citizens Telecom Services Company, LLC*, Case No.: 8:20-cv-00509-CEH-CPT (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 16,137 class members);
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- *Kaintz v. The Goodman Group, Inc.*, 8:20-cv-02115-VMC-AAS (appointed as class counsel in deficient COBRA notice case with 2,889 class members);
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- *Santiago et al v. University of Miami*, 1:20-cv-21784-DPG (appointed as class counsel in ERISA class action involving university retirement plan and approximately 20,000 class members).

7. I have been retained by Plaintiff as counsel in the instant case.

8. I am confident that the proposed Class Representative, Ashley Johnson (“Plaintiff” or “Ms. Johnson”), will adequately represent the putative class members in this case.

9. At all times Ms. Johnson has actively participated in this case and represented the interests of the class members. She provided critical information utilized to draft the Complaint, Amended Complaint, and to answering Defendant’s extensive written discovery requests. She was also deposed. Additionally, she attended mediation via Zoom, participated in settlement discussions, and has otherwise been an exemplary class representative. No conflicts, disabling or otherwise, exist between Ms. Johnson and the class members.

10. My law firm has the desire, intention, financial resources, and ability to prosecute these claims in the face of strenuous opposition by Defendant. I have no conflicts with any class members.

11. The decision to mediate this case, and resolve this case, on a class basis was well informed. Prior to settling this case we obtained extensive written discovery from Defendant, including over 2,000 pages of documents, third-party discovery from Defendant’s COBRA administrator, and deposition testimony.

12. By way of further procedural background, Named Plaintiff Ashley Johnson filed her original Complaint on December 15, 2021. (*See* Doc. 1). Defendant filed a potentially dispositive Motion to Dismiss on February 4, 2021, raising a variety of arguments, including failure to state a claim. (*See* Doc. 13). Before the Court ruled on Defendant’s Motion to Dismiss, Named Plaintiff filed a First Amended Complaint which, in turn, mooted the first Motion to Dismiss filed by Defendant. (*See* Docs. 16-17, 19).

13. The Parties conferred and filed the required Joint Scheduling Report on March 4, 2022. (Doc. 18). The Court entered its Scheduling Order shortly thereafter. (Doc. 20).

14. Defendant filed a Motion to Dismiss the First Amended Complaint March 8, 2022. (Doc. 19). On March 22, 2022, Named Plaintiff filed a comprehensive response in opposition to the Motion to Dismiss. (Doc. 23). Defendant filed its reply brief on April 1, 2022. (Doc. 26).

15. Both sides served extensive written discovery prior to engaging in settlement discussions. More specifically, Plaintiff served requests for production, interrogatories, and a Fed.R.Civ.P. 30(b)(6) notice on Defendant on March 31, 2022.

16. Defendant, in turn, served on Plaintiff requests for production, interrogatories, and requests for admission on April 13, 2022. Both sides provided written responses to the other side's discovery requests, and also served document productions on each other that collectively included over 2,200 documents. In terms of depositions, Plaintiff's counsel deposed McDonald's corporate representative on June 1, 2022. Likewise, Defendant's counsel deposed Plaintiff on June 16, 2022.

17. After both sides had completed extensive discovery efforts, the Parties participated in an all day mediation with highly-respected class action mediator, Carlos J. Burruezo on July 12, 2022.

18. The terms of the Settlement Agreement were modeled after similar COBRA class action settlements approved by other federal courts, including in *Hicks v. Lockheed Martin Corp, Inc.*, 8:19-cv-00261-JSM-TGW (M.D. Fla. Sept. 5, 2018) (Doc. 34), and *Rigney, et al. v. Target Corp.*, No. 8:19-cv-01432-MSS-JSS (M.D. Fla. July 14, 2020) (Doc. Nos. 49-4).

19. Based upon my involvement in many, many class actions over the last few years, including in multiple deficient COBRA notice cases filed and settled in federal courts over the last

few years cited Plaintiff's Motion, the Parties' proposed settlement is fair, reasonable, and adequate.

20. In sum, as Plaintiff's counsel I was well-positioned to evaluate the strengths and weaknesses of Plaintiff's claims, as well as the appropriate basis upon which to settle them, as a result of similar class action cases I've brought in the past. I fully support the settlement.

21. For the reasons set forth above, I respectfully submit that this settlement is fair, reasonable, and adequate and should be granted final approval.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated this 27th day of January, 2023.



Brandon J. Hill

Wenzel Fenton Cabassa PA

INVOICE

1110 N Florida Avenue, Suite 300
Tampa, FL 33602-3300

DATE	INVOICE #
1/29/2023	15735

TO:

James Thompson III

DATE	Item	DESCRIPTION OF SERVICES	TIME	RATE	TOTAL
4/16/2022	Filings	Court Filings & Misc Fees	1	402.00	402.00
9/15/2022	Process	Process Service	1	70.00	70.00
9/15/2022	Process	Process Service	1	70.00	70.00
12/27/2022	Mediator	Mediator Fees	1	10,000.00	10,000.00

Total	\$10,542.00
Payments/Credits	\$0.00
Balance Due	\$10,542.00

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO.: 1:22-cv-20552-ALTONAGA/Torres

**JAMES THOMPSON, III, individually
and on behalf of all others
similarly situated,**

Plaintiff,

v.

RYDER SYSTEM, INC.,

Defendant.

DECLARATION OF LUIS A. CABASSA

1. I represent Plaintiff in the above matter, along with the other attorneys in my firm.

2. Regarding my relevant educational and professional background, I have been engaged in the practice of law for approximately twenty-five (25) years. The corresponding state and federal bar admissions are:

- Supreme Court of Florida (1995)
- United States Court of Appeals for the Eleventh Circuit (1998)
- United States District Court for the Southern District of Florida (2003)
- United States District Court for the Northern District of Florida (1995)
- United States District Court for the Middle District of Florida (1997)
- United States District Court for the Eastern District of Michigan (2020).

3. I obtained a *Juris Doctor* in 1995 from the Florida State University College of Law (With Honors) and a B.S. in Industrial Labor Relations from Cornell University in 1992.

4. For over twenty years, my practice has been devoted almost exclusively to Labor and Employment Law. I have extensive trial experience in State and Federal Court, including several collective and class actions.

5. Since 2005, I have been Board Certified by the Florida Bar as a Specialist in Labor and Employment Law. I am also AV rated by Martindale Hubbell and a Fellow of the American Bar Foundation.

6. I have served on the Board Certification Committee for the Labor and Employment Section of the Florida Bar.

7. I, along with Brandon J. Hill, possess the requisite experience necessary to serve as class counsel in this case. I have been appointed as class counsel in multiple class actions, including cases involving a few hundred class members up to nearly half a million class members. Below is a list of class action cases I have been appointed as class counsel by the Court:

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12. The decision to mediate this case, and resolve this case, on a class basis was well informed. Prior to settling this case we obtained extensive written discovery from Defendant, including over 2,000 pages of documents, third-party discovery from Defendant's COBRA administrator, and deposition testimony.

13. By way of further procedural background, Named Plaintiff Ashley Johnson filed her original Complaint on December 15, 2021. (*See* Doc. 1). Defendant filed a potentially dispositive Motion to Dismiss on February 4, 2021, raising a variety of arguments, including failure to state a claim. (*See* Doc. 13). Before the Court ruled on Defendant's Motion to Dismiss, Named Plaintiff filed a First Amended Complaint which, in turn, mooted the first Motion to Dismiss filed by Defendant. (*See* Docs. 16-17, 19).

14. The Parties conferred and filed the required Joint Scheduling Report on March 4, 2022. (Doc. 18). The Court entered its Scheduling Order shortly thereafter. (Doc. 20).

15. Defendant filed a Motion to Dismiss the First Amended Complaint March 8, 2022. (Doc. 19). On March 22, 2022, Named Plaintiff filed a comprehensive response in opposition to the Motion to Dismiss. (Doc. 23). Defendant filed its reply brief on April 1, 2022. (Doc. 26).

16. Both sides served extensive written discovery prior to engaging in settlement discussions. More specifically, Plaintiff served requests for production, interrogatories, and a Fed.R.Civ.P. 30(b)(6) notice on Defendant on March 31, 2022.

17. Defendant, in turn, served on Plaintiff requests for production, interrogatories, and requests for admission on April 13, 2022. Both sides provided written responses to the other side's discovery requests, and also served document productions on each other that collectively included over 2,200 documents. In terms of depositions, Plaintiff's counsel deposed McDonald's corporate representative on June 1, 2022. Likewise, Defendant's counsel deposed Plaintiff on June 16, 2022.

18. After both sides had completed extensive discovery efforts, the Parties participated in an all day mediation with highly-respected class action mediator, Carlos J. Burruezo on July 12, 2022.

19. The terms of the Settlement Agreement were modeled after similar COBRA class action settlements approved by other federal courts, including in *Hicks v. Lockheed Martin Corp, Inc.*, 8:19-cv-00261-JSM-TGW (M.D. Fla. Sept. 5, 2018) (Doc. 34), and *Rigney, et al. v. Target Corp.*, No. 8:19-cv-01432-MSS-JSS (M.D. Fla. July 14, 2020) (Doc. Nos. 49-4).

20. Based upon my involvement in many, many class actions over the last few years, including in multiple deficient COBRA notice cases filed and settled in federal courts over the last few years cited Plaintiff's Motion, the Parties' proposed settlement is fair, reasonable, and adequate.

21. In sum, as Plaintiff's counsel I was well-positioned to evaluate the strengths and weaknesses of Plaintiff's claims, as well as the appropriate basis upon which to settle them, as a result of similar class action cases I've brought in the past. I fully support the settlement.

22. For the reasons set forth above, I respectfully submit that this settlement is fair, reasonable, and adequate and should be granted final approval.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated this 27th day of January, 2023.

/s/ Luis A. Cabassa
LUIS A. CABASSA

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO.: 1:22-cv-20552-ALTONAGA/Torres

**JAMES THOMPSON, III, individually
and on behalf of all others
similarly situated,**

Plaintiff,

v.

RYDER SYSTEM, INC.,

Defendant.

DECLARATION OF AMANDA E. HEYSTEK

I, Amanda E. Heystek, declare under penalty of perjury as follows:

1. Unless otherwise indicated, the facts set forth below are based on my personal knowledge and the opinions set forth herein are my own. I understand that this declaration under oath may be filed in the above captioned action.

2. I am an attorney at Wenzel Fenton & Cabassa, P.A., and counsel in the above-styled case.

3. I have been a member of the Florida Bar since June of 2000. I have a J.D. from Southern Illinois University School of Law, and two Bachelor's degrees from Southern Illinois University.

4. I've practiced law as an Assistant Public Defender at the Sixth Circuit Public Defenders Office and as a solo practitioner from my own firm specializing in family law in Jacksonville, Florida. I later joined the non-profit Disability Rights Florida, Inc., where I practiced exclusively in the field of civil rights for people with disabilities for the next decade, focusing on

securing injunctive relief for clients on an individual and systemic basis. The systemic work I provided at Disability Rights Florida, Inc., involved multi-plaintiff litigation specifically seeking injunctive relief.

5. In September 2019, I joined the law firm of Wenzel Fenton Cabassa, P.A., and have provided legal support to Brandon J. Hill and Luis A. Cabassa in their class action work.

6. I am admitted in the United States District Courts for the Northern, Middle, and Southern District Courts of Florida, and the United States Court of Appeals for the Eleventh Circuit.

7. I have represented employees in all stages of litigation in federal and state courts throughout Florida. In the federal districts of Florida alone I have served as co-counsel or lead counsel in 100+ federal cases.

8. I possess the requisite experience necessary to serve as class counsel in this case.

9. I have been retained by Plaintiff as counsel in the instant case along with lead counsel, Brandon J. Hill, and attorney Luis A. Cabassa.

10. In terms of specifics in this case, Plaintiff filed suit against Defendant on February 24, 2022 (Doc. 1), and an Amended Complaint on June 6, 2022. (Doc. 17). On June 27, 2022, Defendant filed its Motion Dismiss the First Amended Complaint. (Doc. 20). That Motion was denied, in part, on October 11, 2022. (Doc. 29).

11. In the interim, on August 30, 2022, Defendant filed a Motion to Stay Discovery. (Doc. 25). That Motion was later denied by the Court on September 7, 2022. (Doc. 28).

12. Plaintiff served requests for production, interrogatories, and a Fed.R.Civ.P. 30(b)(6) notice on Defendant on August 11, 2022. Additionally, Plaintiff sought and ultimately obtained written discovery, including a sworn declaration, from Defendant's COBRA

Administrator, Alight Solutions. Defendant responded to Plaintiff's written discovery on October 4, 2022.

13. Defendant filed its Answer and Affirmative Defenses on October 25, 2022. (Doc. 30).

14. Soon thereafter, after Plaintiff's extensive discovery efforts, counsel for both sides agreed to ask the Court to stay this case pending completion of a class wide mediation. The Court granted the Parties' Joint Motion to Stay this case on November 8, 2022. (Doc. 32).

15. The Parties then scheduled a Zoom mediation with Hunter Hughes.

16. On January 23, 2023, the Parties participated in mediation with mediator with Hunter Hughes, one of the country's most respected class action mediators. Soon after mediation concluded, the Parties reached an agreement in principle to resolve this matter on a class-wide basis. As a result of the agreement reached at mediation, the Parties agreed to enter into the Agreement, for which they now seek Court approval.

17. The terms of the Settlement Agreement were modeled after similar COBRA class action settlements approved by other federal courts, including in *Johnson v. McDonald's Corp.*, 1:21-cv-24339-FAM (S.D. Fla. Feb. 14, 2023)(ECF. No. 50) (COBRA class action settlement recently granted final approval by Judge Moreno); *Baja v. Costco*, 0:21-cv-61210-AHS (S.D. Fla. Oct. 25, 2022)(ECF. No. 56)(COBRA class action settlement recently granted final approval by Judge Singhal).

18. Based upon my involvement in multiple class actions over the last few years, including in multiple deficient COBRA notice cases filed and settled in federal courts over the last few years cited Plaintiff's Motion, the Parties' proposed settlement is fair, reasonable, and adequate.

19. In sum, as Plaintiff's counsel I was well-positioned to evaluate the strengths and weaknesses of Plaintiff's claims, as well as the appropriate basis upon which to settle them, as a result of similar class action cases I've brought in the past. I fully support the settlement.

20. Finally, our law firm incurred \$10,542.00 in costs prosecuting this action. An invoice from our firm is attached hereto. Specifically, those costs include: 1) \$402 filing fee; 2) \$140.00 in process service fees; and, 3) \$10,000 in mediator fees. These costs are reasonable and were necessary to prosecute this action.

21. For the reasons set forth above, I respectfully submit that this settlement is fair, reasonable, and adequate and should be approved.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated this 2nd day of June, 2023.

/s/ Amanda E. Heystek
AMANDA E. HEYSTEK

Wenzel Fenton Cabassa PA

INVOICE

1110 N Florida Avenue, Suite 300
Tampa, FL 33602-3300

DATE	INVOICE #
1/29/2023	15735

TO:

James Thompson III

DATE	Item	DESCRIPTION OF SERVICES	TIME	RATE	TOTAL
4/16/2022	Filings	Court Filings & Misc Fees	1	402.00	402.00
9/15/2022	Process	Process Service	1	70.00	70.00
9/15/2022	Process	Process Service	1	70.00	70.00
12/27/2022	Mediator	Mediator Fees	1	10,000.00	10,000.00

Total	\$10,542.00
Payments/Credits	\$0.00
Balance Due	\$10,542.00

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO.: 1:22-cv-20552-ALTONAGA/Torres

**JAMES THOMPSON, III, individually
and on behalf of all others
similarly situated,**

Plaintiff,

v.

RYDER SYSTEM, INC.,

Defendant.

_____ /

DECLARATION OF CHAD A. JUSTICE

I, Chad A. Justice, declare under penalty of perjury as follows:

1. Unless otherwise indicated, the facts set forth below are based on my personal knowledge and the opinions set forth herein are my own. I understand that this declaration under oath may be filed in the above captioned action.

2. I am the owner of Justice Litigation Associates, PLLC, and co-counsel in the above-styled case.

3. I am a licensed attorney in Florida and Michigan. I have been a member of the Florida Bar since April of 2016. I have been a member of the Michigan Bar since July 2020. I have a J.D. from Western Michigan University Thomas Cooley Law School, and a Bachelor's degrees from the University of Michigan.

4. I am admitted in the United States District Courts for the Middle and Southern District of Florida, Eastern District of Michigan, and the United States Court of Appeals for the Eleventh Circuit.

5. I have represented employers and employees in all stages of litigation in federal and state courts throughout Florida. In the Federal court alone I have served as co-counsel or lead counsel in 50+ federal cases.

6. I possess the requisite experience necessary to serve as class counsel in this case. I have been appointed as class counsel in multiple class actions, including cases involving a few hundred class members up to nearly one-hundred thousand class members.

7. Below is a list of class action cases I have been appointed as class counsel by the Court:

- *Molina et al v. Ace Homecare LLC*, 8:16-cv-02214-JDW-TGW (M.D. Fla) (appointed as class counsel in WARN Act case with approximately 500 class members);
- *Vazquez v. Marriott International, Inc.*, Case No.: 8:17-cv-00116-MSS-SPF (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 20,000 class members);
- *Valdivieso v. Cushman & Wakefield Inc.*, Case No.: 8:17-cv-00118-SDM-JSS (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 2,000+ class members);
- *Rigney et al v. Target Corporation*, Case No.: 8:19-cv-01432-MSS-JSS (M.D. Fla) (served as class counsel in deficient COBRA notice case with 92,000+ class members)
- *Luker v. Cognizant Technologies Solutions U.S. Corporation*, Case No.: 8:19-cv-01448-WFJ-JSS (M.D. Fla) (served as class counsel in wage case with 308 class members);
- *Boyd v. Task Management, Inc.*, Case No.: 8:20-cv-00780-MSS-JSS (M.D. Fla.) (appointed as class counsel in Fair Credit Reporting Act case involving 5,500 class members);
- *In re The Hertz Corporation, et al*, Case No.: 20-11218 (MFW) (Del. Bk.) (served as class counsel in WARN Act class action pursued in Bankruptcy court involving 6,000+ class members);
- *Kaintz v. The Goodman Group, Inc.*, 8:20-cv-02115-VMC-AAS (appointed as class counsel in deficient COBRA notice case with 2,889 class members);

- *Santiago et al v. University of Miami*, 1:20-cv-21784-DPG (appointed as class counsel in ERISA class action involving university retirement plan and approximately 20,000 class members).
- *Bermudez v. Westgate Resorts, Inc. et al.*, M.D. Fla. Case No. 6:19-cv-01847-RBD-DCI (appointed class counsel in FCRA case involving over 8,000 class members);

11. I am confident that the Class Representative, James Thompson (“Mr. Thompson”), will continue adequately representing the putative class members in this case.

12. At all times Mr. Thompson has actively participated in this case and represented the interests of the class members. He provided critical information utilized to draft the Complaint and Amended Complaint.

13. Mr. Thompson also attended mediation via Zoom, participated in settlement discussions, and has otherwise been available to answer questions from counsel and participate in this litigation. To my knowledge, no conflicts, disabling or otherwise, exist between Mr. Thompson and the putative class members.

14. I, along with my co-counsel, Luis A. Cabassa, Brandon J. Hill, and Amanda E. Heystek, have the desire, intention, financial resources, and ability to prosecute these claims in the face of strenuous opposition by Defendant. I also have no conflicts with any class members.

15. I support the Parties class action settlement as fair, reasonable, and adequate, and ask that the Court approve it.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated this 1st day of June, 2023.



Chad A. Justice

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

JAMES THOMPSON, III, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

RYDER SYSTEM, INC.,

Defendant.

CASE NO.: 1:22-cv-20552-
ALTONAGA/Torres

**DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC
REGARDING DUE DILIGENCE IN NOTICING**

I, Mark Unkefer, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.
2. I am a Case Manager for American Legal Claim Services, LLC (“ALCS”).
3. **Class Action Fairness Act (“CAFA”) Notice:** On March 27, 2023, ALCS mailed, via certified mail, a CAFA Notice pursuant to 28 U.S.C. § 1715 to the Attorneys General of the 50 states and the territory of Puerto Rico, the Attorney General of the United States, the District of Columbia’s Corporate Counsel, the Attorney General for Guam, the Attorney General for American Samoa, the Attorney General for the United States Virgin Islands, and the Attorney General for the Northern Mariana Islands. The CAFA Notice package contained a cover letter on behalf of the Defendant Ryder System Inc. as well as a CD-ROM that included the following exhibits: 1) Class Action Complaint, 2) First Amended Class Action Complaint, 3) Proposed Short Form Notice for Mailing, 4) Proposed Long Form Notice for Website, 5) Class Action Settlement Agreement, and 6) Order Granting Preliminary Approval of Class Action Settlement.
4. **Class List Receipt and Processing:** On or about April 10, 2023, ALCS processed the mailing list (“Class List”) containing names and street addresses, where available. ALCS reviewed and processed the data and identified a total of 24,707 rows in the class data. The final Noticing List contained 23,340 class members as 1,367 duplicates were merged. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from class members.
5. **Initial Class Notice:** On April 14, 2023, ALCS mailed the Notice of Class Action (“Notice”) substantially in the form approved by the Court (attached hereto as Exhibit A), to 23,340 class members.

6. **Returned Mail Handling:** ALCS processed all Notices returned by USPS. A minority of the return mail included an updated address provided by USPS. For these, the class member addresses were updated, and the Notice was re-mailed to the updated address provided. The remainder of the mail returned by USPS did not contain an updated address (“UAA”). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. Of the 23,340 Initial Notices mailed, 1,275 were returned by USPS as of the date of this declaration. Of those 1,275 returned, 1,009 were remailed to updated addresses. 113 of those remails were returned by USPS. 379 Notices were deemed undeliverable.
7. **Noticing Campaign Summary:** The following is a summary of the noticing, as of the date of this Declaration:
 - Total Class Members: 23,340
 - Initial Notice of Class Action Settlement mailed via USPS: 23,340
 - Notice of Class Action Settlement returned by USPS: 1,275
 - Notice of Class Action Settlement remailed via USPS: 1,009
 - Remailed Notice of Class Action Settlement returned by USPS: 113
 - Notice of Class Action Settlement deemed undeliverable: 379
 - Percentage of Notice of Class Action Settlement deemed delivered: **98.38%**
8. **Exclusions:** The Notice instructed those who wish to opt out of the proposed settlement to mail a written exclusion request to the Settlement Administrator. It further states that an exclusion request must be sent by June 16, 2023. As of the date of this declaration, ALCS has received 5 exclusion requests for this case (attached hereto as Exhibit B).
9. **Objections:** The Notice instructed those who wish to object to the proposed settlement to file a written objection with the Court and to send a copy to the Settlement Administrator. It further states that objections must be sent by June 16, 2023. As of the date of this declaration, ALCS has not received any objections to the proposed settlement.
10. **Website:** ALCS created a case website www.thompsonclassaction.com that provided further information as stated in the Notice. The website contained sections for important Court documents, key dates, and answers to frequently asked questions. Class members also had an opportunity to update their address.
11. **Toll-Free Telephone:** ALCS established a toll-free telephone line (800-564-5820) for Class members to contact with questions about the settlement or to update their address.

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on June 1, 2023, in Jacksonville, Florida.



Mark Unkefer

Exhibit A

Thompson v. Ryder System, Inc.

COURT ORDERED NOTICE

Thompson
v.
Ryder System, Inc.

c/o Settlement Administrator
PO Box 23668
Jacksonville, FL 32241-3668

Class Action Notice



Postal Service: Please do not mark barcode
<<noticeid>> – <<keyline>>

Settlement has been reached in a proposed class action lawsuit in which Named Plaintiff, James Thompson (“Named Plaintiff”), alleges that Ryder System, Inc. (“Defendant”) collectively the “Parties”), provided him and other putative class members with a notice that did not adequately inform class members how to exercise their right to elect continuation health coverage under the Consolidated Omnibus Reconciliation Act of 1985 (“COBRA”).

1 * 1
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<<businessname>>
<<addrline1>>
<<addrcity>> <<addrstate>> <<addrzip>>

Defendant denies Named Plaintiff’s allegations and denies that it violated any law or regulation (nor has the Court found that Defendant violated any law or regulation). Defendant has, at all times, affirmatively asserted that all of its COBRA Notices complied with applicable laws, but has agreed to the Settlement to avoid the uncertainties and expenses of continuing the case. Defendant is agreeing to deposit \$390,000 into a Settlement Account and, after deducting amounts for the Named Plaintiff’s reasonable attorneys’ fees and costs, settlement administration costs, and a general release payment to the Named Plaintiff, each Settlement Class Member will receive a *pro rata* share of the remaining net settlement proceeds. There are approximately 23,200 Settlement Class Members.

Am I a Class Member? Defendant’s records indicate you are a member of the settlement class defined as follows: “All participants and beneficiaries in the Defendant’s Health Plan who were sent a COBRA notice by Defendant, in the same or substantially similar form sent to Plaintiff, from February 24, 2018 to February 24, 2022, as a result of a qualifying event, as determined by Defendant’s records, and did not elect continuation coverage” (referenced herein as the “Settlement Class”).

What Will the Settlement Mean for Me? If the Court approves the Settlement, you will receive a payment by check. After deducting expenses, the Gross Settlement amount of will be divided equally on a *pro rata* basis among all Settlement Class Members who do not opt out of the Settlement. The gross amount payable to each Settlement Class Member (assuming all potential members participate) will be approximately \$16.81. However, certain deductions will be made from the Settlement Account, as approved by the Court. Specifically, Class Counsel will ask the Court to approve (1) Class Counsel’s attorneys’ fees equivalent to one-third of the Settlement Account; (2) Class Counsel’s litigation costs; (3) settlement administration costs; (4) general release payment to the Named Plaintiff. If the Court awards the amounts, the net amount to each Settlement Class Member will be approximately \$7.50 to \$10.00.

In exchange for their *pro rata* shares of the net settlement proceeds, each Settlement Class Member will be releasing Defendant, the Plan, the COBRA administrator and other administrators for the Plan, and other related entities (the “Released Parties”) from the claims brought in this action with respect to the COBRA Notice sent to each Settlement Class Member at issue in Named Plaintiff’s First Amended Class Action Complaint. If approved by the Court, the Named Plaintiff and all Settlement Class Members who have not opted out of the Settlement Class, shall fully and forever release, waive, acquit, and discharge each of the Released Parties from the claims in this lawsuit only. No claims by class members for benefits under ERISA are subject to this waiver except to the extent the claim for benefits or disputed benefits relate to the alleged failure to receive a proper COBRA Notice.

What Do I Need to Do to Receive a Payment? To receive a settlement payment, you do not need to do anything. You will receive your pro-rata portion of the net Settlement Fund provided you do not opt-out of the Settlement, as described in further detail below.

Who Represents Me? The Court appointed lawyers Luis A. Cabassa, Brandon J. Hill, and Amanda Heystek, from Wenzel Fenton Cabassa, P.A., and Chad Justice from Justice Litigation Associates, PLLC, to represent the Settlement Class. As Class Counsel, they will seek to be paid legal fees out of the Settlement Account as described above, plus litigation costs. You may hire and pay for a lawyer at your own expense if you do not wish to be represented by Class Counsel, but you are not required to retain your own counsel.

What If I Don't Like the Settlement? You may exclude yourself from participating in the Settlement or object to its terms. To exclude yourself ("opt out") and keep any individual rights you may have against Defendant concerning the COBRA Notice at issue in this lawsuit (and Defendant will keep any defenses it has against your claims), you must specifically state in writing that you want to opt out of the Settlement and send your written opt-out request to the Settlement Administrator by June 16, 2023. Your written opt-out request must (i) state the case name and; (ii) state your name, address, telephone number, and email address; and (iii) include your personal signature. If you do not opt out of the Settlement, you may still object to the terms of the proposed Settlement by filing a written objection with the Court and sending a copy of your objection to the Settlement Administrator by June 16, 2023. If you object to the Settlement, your written objection must (i) state the case name and number; (ii) provide the specific grounds for your objection; and (iii) state whether your objection pertains to just you individually, or all or some of the proposed Settlement Class (iv) state your name, address, telephone number, and email address; (v) state whether you intend to appear at the Final Approval Hearing, either with or without your own counsel; and (vi) include your personal signature (and your legal counsel's signature, if you have your own representation).

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing on June 16, 2023 at 9:00 a.m. at the Wilkie D. Ferguson, Jr. United States Courthouse for the Southern District of Florida, Miami Division, 400 North Miami Avenue, Miami, Florida 33128, in Courtroom 13-3. The hearing may be postponed to a later date so you should visit the website listed below for updates prior to the hearing date. It may also be conducted via telephone or by Zoom due to COVID without further notice. If the Court approves the settlement, there may be appeals or objections that must be resolved before the settlement will become effective. Settlement payments to members of the Settlement Class will be made only if the settlement is finally approved by the Court and only after all appeals or objections are resolved. This may take some time, so please be patient. You may check on the status of this approval process by visiting this website www.ThompsonClassAction.com.

How May I Get More Information? For more information, please visit www.ThompsonClassAction.com, or write to: Thompson v Ryder c/o Settlement Administrator, PO Box 23668, Jacksonville, FL, 32241-3668, or send e-mails to info@ThompsonClassAction.com, or call (800) 564-5820.

Please use this section to update your address

<<noticedid>> <<keyline>>

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PLACE
STAMP
HERE

Thompson v. Ryder System, Inc.
c/o Settlement Administrator
PO Box 23668
Jacksonville, FL 32241-3668

Exhibit B

April 25, 2023

Opt Out of Case: Thompson v. Ryder System, Inc.

Notice ID: 22638969

Pin: 827 729 135

Name: Steven D. Sanchez Jr.

Address: 345 W Jackson Street, Rialto, CA 92376

Phone number: 909-915-7502

E-mail: steven_sanchez42@yahoo.com



644

THOMPSON v RYDER SYSTEM



EXCLUSION 900005

RECEIVED
MAY 16 2023

American

STEVIN D. SANCHEZ
345 W JACKSON ST.
PALMD, CA 92376

SN BERNARDINO CA 923
10 MAY 2023PM 7 L



THOMPSON V. RYDER SYSTEM
c/o SETTLEMENT ADMIN
PO BOX 23668
JACKSONVILLE, FL 32241-
3668
MAY 15 2023

32241-366888



What Do I Need to Do to Receive a Payment? To receive a settlement payment, you do not need to do anything. You will receive your pro-rata portion of the net Settlement Fund provided you do not opt-out of the Settlement, as described in further detail below.

Who Represents Me? The Court appointed lawyers Luis A. Cabassa, Brandon J. Hill, and Amanda Heystek, from Wenzel Fenton Cabassa, P.A., and Chad Justice from Justice Litigation Associates, PLLC, to represent the Settlement Class. As Class Counsel, they will seek to be paid legal fees out of the Settlement Account as described above, plus litigation costs. You may hire and pay for a lawyer at your own expense if you do not wish to be represented by Class Counsel, but you are not required to retain your own counsel.

What If I Don't Like the Settlement? You may exclude yourself from participating in the Settlement or object to its terms. To exclude yourself ("opt out") and keep any individual rights you may have against Defendant concerning the COBRA Notice at issue in this lawsuit (and Defendant will keep any defenses it has against your claims), you must specifically state in writing that you want to opt out of the Settlement and send your written opt-out request to the Settlement Administrator by June 16, 2023. Your written opt-out request must (i) state the case name and; (ii) state your name, address, telephone number, and email address; and (iii) include your personal signature. If you do not opt out of the Settlement, you may still object to the terms of the proposed Settlement by filing a written objection with the Court and sending a copy of your objection to the Settlement Administrator by June 16, 2023. If you object to the Settlement, your written objection must (i) state the case name and number; (ii) provide the specific grounds for your objection; and (iii) state whether your objection pertains to just you individually, or all or some of the proposed Settlement Class (iv) state your name, address, telephone number, and email address; (v) state whether you intend to appear at the Final Approval Hearing, either with or without your own counsel; and (vi) include your personal signature (and your legal counsel's signature, if you have your own representation).

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How May I Get More Information? For more information, please visit www.ThompsonClassAction.com, or write to: Thompson v Ryder c/o Settlement Administrator, PO Box 23668, Jacksonville, FL, 32241-3668, or send e-mails to info@ThompsonClassAction.com, or call (800) 564-5820.

Please use this section to update your address

22642586 745 508 529

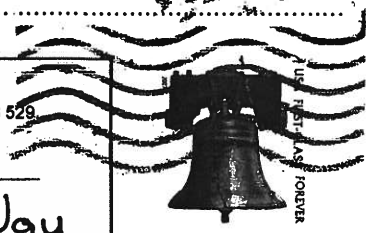
8 MAY 2023 PM 4 L

NAME: Chet Jenkins

ADDRESS: 4805 Laguna West Way

CITY, STATE, ZIP: Elk Grove CA 95758

email: chetajenkins@yahoo.com



Thompson v. Ryder System, Inc.

c/o Settlement Administrator

PO Box 23668

FL 32241-3668

644

THOMPSON V RYDER SYSTEM

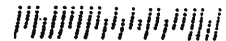


EXCLUSION 900004

RECEIVED

MAY 15 2023

American Legal Mail



CASE NAME:

Thompson v. Ryder System, Inc.

COURT ORDERED NOTICE

c/o Settlement Administrator
PO Box 23668
Jacksonville, FL 32241-3668

Thompson
v.
Ryder System, Inc.



51323-FC-010246
Postmaster: Do Not Mark Barcode

Notice ID: 22642566
PIN: 745 508 529

PRSR FIRST CLASS
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 32216
PERMIT NO 584

OPT-OUT

Class Action Notice

A Settlement has been reached in a proposed class action lawsuit in which Named Plaintiff, James Thompson ("Named Plaintiff"), alleges that Ryder System, Inc. ("Defendant") (collectively the "Parties"), provided him and other putative class members with a notice that did not adequately inform class members how to exercise their right to elect continuation health coverage under the Consolidated Omnibus Reconciliation Act of 1985 ("COBRA").

52 * 16258

NAME: JENKINS, CHET
Address: 4805 LAGUNA WEST WAY
ELK GROVE, CA 95758-5132



email: chetajenkins@yahoo.com

signature: Chet Jenkins

22

Defendant denies Named Plaintiff's allegations and denies that it violated any law or regulation (nor has the Court found that Defendant violated any law or regulation). Defendant has, at all times, affirmatively asserted that all of its COBRA Notices complied with applicable laws, but has agreed to the Settlement to avoid the uncertainties and expenses of continuing the case. Defendant is agreeing to deposit \$390,000 into a Settlement Account and, after deducting amounts for the Named Plaintiff's reasonable attorneys' fees and costs, settlement administration costs, and a general release payment to the Named Plaintiff, each Settlement Class Member will receive a *pro rata* share of the remaining net settlement proceeds. There are approximately 23,200 Settlement Class Members.

Am I a Class Member? Defendant's records indicate you are a member of the settlement class defined as follows: "All participants and beneficiaries in the Defendant's Health Plan who were sent a COBRA notice by Defendant, in the same or substantially similar form sent to Plaintiff, from February 24, 2018 to February 24, 2022, as a result of a qualifying event, as determined by Defendant's records, and did not elect continuation coverage" (referenced herein as the "Settlement Class").

What Will the Settlement Mean for Me? If the Court approves the Settlement, you will receive a payment by check. After deducting expenses, the Gross Settlement amount of will be divided equally on a *pro rata* basis among all Settlement Class Members who do not opt out of the Settlement. The gross amount payable to each Settlement Class Member (assuming all potential members participate) will be approximately \$16.81. However, certain deductions will be made from the Settlement Account, as approved by the Court. Specifically, Class Counsel will ask the Court to approve (1) Class Counsel's attorneys' fees equivalent to one-third of the Settlement Account; (2) Class Counsel's litigation costs; (3) settlement administration costs; (4) general release payment to the Named Plaintiff. If the Court awards the amounts, the net amount to each Settlement Class Member will be approximately \$7.50 to \$10.00.

In exchange for their *pro rata* shares of the net settlement proceeds, each Settlement Class Member will be releasing Defendant, the Plan, the COBRA administrator and other administrators for the Plan, and other related entities (the "Released Parties") from the claims brought in this action with respect to the COBRA Notice sent to each Settlement Class Member at issue in Named Plaintiff's First Amended Class Action Complaint. If approved by the Court, the Named Plaintiff and all Settlement Class Members who have not opted out of the Settlement Class, shall fully and forever release, waive, acquit, and discharge each of the Released Parties from the claims in this lawsuit only. No claims by class members for benefits under ERISA are subject to this waiver except to the extent the claim for benefits or disputed benefits relate to the alleged failure to receive a proper COBRA Notice.

05/03/2023

Thompson v. Ryder System, Inc.

c/o. Settlement Administrator

P.O. Box 23668

Jacksonville, Fl. 32241-3668

Re: Thompson v. Ryder System Inc.

Dear Administrator:

I wish to OPT OUT of this settlement: 22642737 and pin: 548689033.

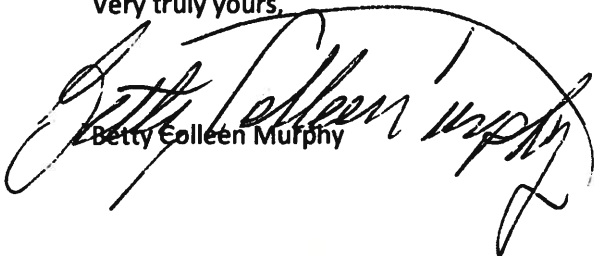
I did not have health insurance with Ryder at that time. I purchased my own insurance

With Kaiser. Please take my name out of this settlement.

Betty Colleen Murphy P.O. Box 27503 Denver, Co. 80227 phone 720 284-7322 and

Email: comurph88@gmail.com

Very truly yours,


Betty Colleen Murphy

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THOMPSON V RYDER SYSTEM



EXCLUSION 900003

RECEIVED

MAY 05 2023

American Legal Group

Betty Murphy
PO Box 27503
Denver, CO 80227-0503



RECEIVED
MAY 05 2023

American Eagle Outfitters

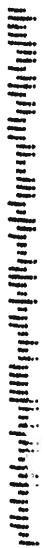
32241-366868

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Thompson v. Ryder System, Inc.

c/o Settlement Administrator
PO Box 23668
Jacksonville, FL 32241-3668



PSRST FIRST CLASS
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 32216
PERMIT NO 584

Thompson v. Ryder System, Inc.
c/o Settlement Administrator
PO Box 23668
Jacksonville, FL 32241-3668



COURT ORDERED
NOTICE

Thompson

v.
Ryder System, Inc.

51323-FC-020591
Postmaster: Do Not Mark Barcode

Class Action Notice

A Settlement has been reached in a proposed class action lawsuit in which Named Plaintiff, James Thompson ("Named Plaintiff"), alleges that Ryder System, Inc. ("Defendant") (collectively the "Parties"), provided him and other putative class members with a notice that did not adequately inform class members how to exercise their right to elect continuation health coverage under the Consolidated Omnibus Reconciliation Act of 1985 ("COBRA").

12 * 3164
THOMAS-DAVIS, ANTOINETTE
1053 LANCASTER CLOSE
LAWRENCEVILLE, GA 30043-5343



*Opt out 4/20/23
Antoinette Thomas-Davis*

MAY 04 2023

American Postal Directory

Defendant denies Named Plaintiff's allegations and denies that it violated any law or regulation (nor has the Court found that Defendant violated any law or regulation). Defendant has, at all times, affirmatively asserted that all of its COBRA Notices complied with applicable laws, but has agreed to the Settlement to avoid the uncertainties and expenses of continuing the case. Defendant is agreeing to deposit \$390,000 into a Settlement Account and, after deducting amounts for the Named Plaintiff's reasonable attorneys' fees and costs, settlement administration costs, and a general release payment to the Named Plaintiff, each Settlement Class Member will receive a *pro rata* share of the remaining net settlement proceeds. There are approximately 23,200 Settlement Class Members.

Am I a Class Member? Defendant's records indicate you are a member of the settlement class defined as follows: "All participants and beneficiaries in the Defendant's Health Plan who were sent a COBRA notice by Defendant, in the same or substantially similar form sent to Plaintiff, from February 24, 2018 to February 24, 2022, as a result of a qualifying event, as determined by Defendant's records, and did not elect continuation coverage" (referenced herein as the "Settlement Class").

What Will the Settlement Mean for Me? If the Court approves the Settlement, you will receive a payment by check. After deducting expenses, the Gross Settlement amount of will be divided equally on a pro rata basis among all Settlement Class Members who do not opt out of the Settlement. The gross amount payable to each Settlement Class Member (assuming all potential members participate) will be approximately \$16.81. However, certain deductions will be made from the Settlement Account, as approved by the Court. Specifically, Class Counsel will ask the Court to approve (1) Class Counsel's attorneys' fees equivalent to one-third of the Settlement Account; (2) Class Counsel's litigation costs; (3) settlement administration costs; (4) general release payment to the Named Plaintiff. If the Court awards the amounts, the net amount to each Settlement Class Member will be approximately \$7.50 to \$10.00.

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THOMPSON V RYDER SYSTEM



EXCLUSION 900002

ent proceeds, each Settlement Class Member will be releasing their administrators for the Plan, and other related entities (the with respect to the COBRA Notice sent to each Settlement Class Class Action Complaint. If approved by the Court, the Named opted out of the Settlement Class, shall fully and forever release, from the claims in this lawsuit only. No claims by-class members t to the extent the claim for benefits or disputed benefits relate to

the alleged failure to receive a proper COBRA notice.

What Do I Need to Do to Receive a Payment? To receive a settlement payment, you do not need to do anything. You will receive your pro-rata portion of the net Settlement Fund provided you do not opt-out of the Settlement, as described in further detail below.

Who Represents Me? The Court appointed lawyers Luis A. Cabassa, Brandon J. Hill, and Amanda Heystek, from Wenzel Fenton Cabassa, P.A., and Chad Justice from Justice Litigation Associates, PLLC, to represent the Settlement Class. As Class Counsel, they will seek to be paid legal fees out of the Settlement Account as described above, plus litigation costs. You may hire and pay for a lawyer at your own expense if you do not wish to be represented by Class Counsel, but you are not required to retain your own counsel.

What If I Don't Like the Settlement? You may exclude yourself from participating in the Settlement or object to its terms. To exclude yourself ("opt out") and keep any individual rights you may have against Defendant concerning the COBRA Notice at issue in this lawsuit (and Defendant will keep any defenses it has against your claims), you must specifically state in writing that you want to opt out of the Settlement and send your written opt-out request to the Settlement Administrator by June 16, 2023. Your written opt-out request must (i) state the case name and; (ii) state your name, address, telephone number, and email address; and (iii) include your personal signature. If you do not opt out of the Settlement, you may still object to the terms of the proposed Settlement by filing a written objection with the Court and sending a copy of your objection to the Settlement Administrator by June 16, 2023. If you object to the Settlement, your written objection must (i) state the case name and number; (ii) provide the specific grounds for your objection; and (iii) state whether your objection pertains to just you individually, or all or some of the proposed Settlement Class (iv) state your name, address, telephone number, and email address; (v) state whether you intend to appear at the Final Approval Hearing, either with or without your own counsel; and (vi) include your personal signature (and your legal counsel's signature, if you have your own representation).

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing on June 16, 2023 at 9:00 a.m. at the Wilkie D. Ferguson, Jr. United States Courthouse for the Southern District of Florida, Miami Division, 400 North Miami Avenue, Miami, Florida 33128, in Courtroom 13-3. The hearing may be postponed to a later date so you should visit the website listed below for updates prior to the hearing date. It may also be conducted via telephone or by Zoom due to COVID without further notice. If the Court approves the settlement, there may be appeals or objections that must be resolved before the settlement will become effective. Settlement payments to members of the Settlement Class will be made only if the settlement is finally approved by the Court and only after all appeals or objections are resolved. This may take some time, so please be patient. You may check on the status of this approval process by visiting this website www.ThompsonClassAction.com.

How May I Get More Information? For more information, please visit www.ThompsonClassAction.com, or write to: Thompson v Ryder c/o Settlement Administrator, PO Box 23668, Jacksonville, FL, 32241-3668, or send e-mails to info@ThompsonClassAction.com, or call (800) 564-5820.



Please use this section to update your address	
22660596	566 821 423
NAME _____	
ADDRESS _____	
CITY, STATE, ZIP _____	

PLACE
STAMP
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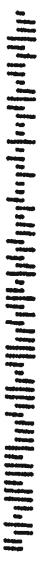
Thompson v. Ryder System, Inc.
c/o Settlement Administrator
PO Box 23668
Jacksonville, FL 32241-3668

Antoinette Thomas-Davis
1053 Lancaster Chase NW
Lawrenceville, GA 30043

RECEIVED
MAY 04 2023

To: Thompson V. Ryder System Inc
c/o Settlement Administration
P.O. Box 23668
Jacksonville, FL 32241-3668

32241-3668



ATLANTA METRO 301



Monday
MAY 08 2023

el John Spiewak wish to
opt out of Case Thompson v.
Ryder System Inc.

Thank You.

John Spiewak
23761 IRVING ST
TAYLOR MICH 48180
EMAIL DARLENESPIEWAK@YAHOO.COM
PHONE 313-299-0499

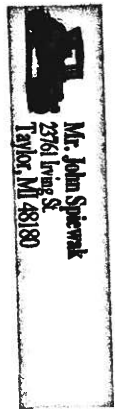
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THOMPSON v RYDER SYSTEM



EXCLUSION 900001

APR 25 2023



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Thompson V. Rydler Systems, Inc.
c/o Settlement Administrator
P.O. Box 23668
Jacksonville FL
APR 25 2023
32241-3668

32241-36688

