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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF PLACER**

MICHAEL TEBBS, as an individual and on  
 behalf of all others similarly situated,

Plaintiffs,

v.

SUNBELT RENTALS, INC., a North Carolina  
 corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. S-CV-0044313

**CLASS AND PAGA ACTION SETTLEMENT  
 AGREEMENT**

Complaint Filed: January 21, 2020

PAUL PARKER, as an individual and on behalf  
 of all others similarly situated,

Plaintiffs,

v.

SUNBELT RENTALS, INC., a North Carolina  
 corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. S-CV-0047378

Complaint Filed: September 29, 2021

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Attorneys for Defendant SUNBELT RENTALS, INC.

This Class and PAGA Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Michael Tebbs (“Tebbs”) and Paul Parker (“Parker”), individually and on behalf of all members of the Class (defined below) (collectively, “Plaintiffs”) and Defendant Sunbelt Rentals, Inc. (“Defendant” or “Sunbelt”) (collectively “the Parties”) with regard to the Civil Action (defined below).

### THE SETTLEMENT

1. Subject to the Court’s approval pursuant to Section 382 of the California Code of Civil Procedure and Rule 3.769 of the California Rules of Court, Plaintiffs and Defendant have agreed to settle the Civil Action upon the terms and conditions and for the consideration set forth in this Agreement.

2. A summary of the terms of the Agreement is as follows:

- The Parties agree that this is a non-claims made, non-reversionary settlement.
- Defendant shall pay a settlement amount of Nine Hundred Fifty Thousand Dollars and No Cents (\$950,000.00), referred to herein as the Gross Settlement Amount, which shall be inclusive of all Individual Settlement Payments to Settlement Class Members, attorneys’ fees and expenses (fees not to exceed 35% of the Gross Settlement Amount, and costs not to exceed \$50,000) to be paid to Class Counsel, any Class Representative Enhancement Award, settlement administration costs and expenses, and any and all penalty amounts to be paid regardless of the recipient. Defendant, however, understands and agrees that it shall also pay its share of employer-side payroll taxes in addition to the Gross Settlement Amount. In no event shall any portion of the Gross Settlement Amount revert to Defendant.
- The Class consists of “all current and former non-exempt employees of Sunbelt in California who were paid overtime and/or double-time wages and/or meal premium wages covered by any work week in which they also received “On Call Earn” pay (as denoted on an employee’s paystub) at any time from January 13, 2016 through February 5, 2023.
- All Settlement Class Members shall receive an Individual Settlement Payment in accordance with paragraph 68 of this Agreement.

- The Settlement Administrator shall be Phoenix Settlement Administrators. From the Gross Settlement Amount, settlement administration fees in a reasonable amount shall be paid to the Settlement Administrator. Settlement administration fees are estimated to be approximately \$10,000.00. If the actual cost of settlement administration is less or more than the amount approved by the Court, those funds shall be added to or subtracted from the Net Settlement Amount.
- From the Gross Settlement Amount, Tebbs and Parker may each seek from the Court an Enhancement Award up to Ten Thousand Dollars and No Cents (\$10,000), for a total of Twenty Thousand Dollars and No Cents (\$20,000), which Defendant shall not oppose.
- Class Counsel may seek attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (which is currently estimated at \$332,500) and reasonable costs of up to Fifty Thousand Dollars and No Cents (\$50,000), which Defendant shall not oppose.
- The Parties shall allocate Fifty Thousand Dollars and No Cents (\$50,000) as penalties pursuant to the Private Attorneys General Act (the "PAGA"), 75% of which, or Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$37,500) shall be paid to the Labor Workforce Development Agency (the "LWDA") and 25% of which, or Twelve Thousand Five Hundred Dollars and No Cents (\$12,500) shall be allocated to the Aggrieved Employees.

## DEFINITIONS

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

3. “Aggrieved Employee” means all current and former non-exempt employees of Sunbelt in California who were paid overtime and/or double-time wages and/or meal premium wages covered by any work week in which they also received “On Call Earn” pay (as denoted on an employee’s paystub) at any time during the PAGA Period.

4. “Civil Action” means the actions of *Michael Tebbs v. Sunbelt Rentals, Inc.*, Case No. S-

CV-0044313 (“Tebbs Action”) and *Paul Parker v. Sunbelt Rentals, Inc.*, Case No. S-CV-0047378 (“Parker Action”), which have been consolidated into the Tebbs Action pending in the Superior Court of the State of California for the County of Placer.

5. “Class,” “Classes,” “Class Member,” or “Class Members” means all current and former non-exempt employees of Sunbelt in California who were paid overtime and/or double-time wages and/or meal premium wages covered by any work week in which they also received “On Call Earn” pay (as denoted on an employee’s paystub) at any time during the Class Period.

6. “Class Counsel” means Larry W. Lee of Diversity Law Group, P.C., Dennis S. Hyun of Hyun Legal, APC, Edward W. Choi of Law Offices of Choi and Associates, APLC, and William L. Marder of Polaris Law Group.

7. “Class Period” means between January 13, 2016 through February 5, 2023.

8. “Class Representatives” or “Plaintiffs” means Plaintiffs Michael Tebbs and Paul Parker.

9. “Complaints” mean the operative pleadings filed in the Tebbs Action, on January 21, 2020 in the Placer County Superior Court, styled *Tebbs v. Sunbelt Rentals, Inc., et al.*, Case No. S-CV-0044313, as well as in the Parker Action, on September 29, 2021 in the Placer County Superior Court, styled, *Paul Parker v. Sunbelt Rentals, Inc.*, Case No. S-CV-0047378.

10. “Court” means the Superior Court of California for the County of Placer.

11. “Defendant” means Defendant Sunbelt Rentals, Inc.

12. “Defense Counsel” means Patrick J. Cain, Patricia J. Hill, Yash B. Dave, and Ian M. Jones of Smith, Gambrell & Russell, LLP

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

- (i) this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
- (ii) the Court has preliminarily approved the Settlement;
- (iii) notice has been properly given to Class Members, providing them an opportunity to participate in the settlement, object to the settlement, or to opt out of the settlement;

- 1 (iv) the Court has held a Final Fairness and Approval Hearing and entered a Final  
2 Order and Judgment approving the Settlement; and
- 3 (iv) the latest of the following: (a) in the event that no objections and/or motions to  
4 intervene are filed by the time of the Final Fairness and Approval Hearing, the  
5 date of Court's granting of final approval; (b) in the event that an objection and/or  
6 motion to intervene is filed, but no appeal is filed, then sixty (60) days after the  
7 entry of the Final Order and Judgment; or, (c) if an appeal is filed, upon the final  
8 dismissal and/or resolution of the appeal, writ or other appellate proceeding  
9 opposing this Agreement. In this regard, it is the intention of the Parties that the  
10 Settlement shall not become effective until the Court's order approving the  
11 Settlement has become completely final, and there is no timely recourse by an  
12 appellant or objector who seeks to contest the Settlement.

13 14. "Enhancement Award" means the payments to each Class Representative for their  
14 service to the Class and their Released Claims as set forth in paragraph 80, which is in addition to  
15 whatever payments they may otherwise be entitled to as a Settlement Class Member.

16 15. "Final Fairness and Approval Hearing" means the hearing to be requested by Plaintiffs  
17 and conducted by the Court after the filing by Plaintiffs of an appropriate motion and following  
18 appropriate notice to Class Members giving Class Members an opportunity to opt out from the Class and  
19 Settlement or to object to the Settlement, at which time Plaintiffs shall request that the Court finally  
20 approve the fairness, reasonableness and adequacy of the terms and conditions of the Settlement, enter  
21 the Final Order and Judgment, and take other appropriate action.

22 16. "Final Order and Judgment" means the order and judgment to be entered by the Court  
23 upon granting final approval of the Settlement and this Agreement as binding upon the Parties and the  
24 Settlement Class Members who do not properly and timely submit a written Opt Out.

25 17. "Stipulation to Consolidate" means the Stipulation to Consolidate that the Parties filed,  
26 which consolidated the Parker Action into the Tebbs Action in order to effectuate this Settlement.

27 18. "Gross Settlement Amount" or "GSA" means the total maximum amount that Defendant  
28 shall be required to pay under this Agreement, which shall be inclusive of all Individual Settlement

1 Payments to Settlement Class Members, Individual Settlement Payment to Aggrieved Employees,  
2 attorneys' fees and litigation costs, Settlement Administration Costs, the LWDA's penalty amount, and  
3 Enhancement Awards to the Class Representatives, and all penalty amounts to be paid regardless of the  
4 recipient. The Gross Settlement Amount is Nine Hundred Fifty Thousand Dollars and No Cents  
5 (\$950,000). Again, this GSA does not include Defendant's share of employer-side payroll taxes, which  
6 shall be paid in addition to the GSA.

7 19. "Individual Settlement Payment to Aggrieved Employees" means the gross amount that  
8 shall be paid to each Aggrieved Employee for their Qualifying Workweeks during the PAGA Period.  
9 The Individual Settlement Payment to each Aggrieved Employee shall be determined as described in  
10 paragraph 68 below.

11 20. "Individual Settlement Payment to Settlement Class Members" means the gross amount  
12 that shall be paid to each Settlement Class Member for their Qualifying Workweeks during the Class  
13 Period. The Individual Settlement Payment to Settlement Class Members shall be determined as  
14 described in paragraph 68 below.

15 21. "Net Settlement Amount" means the amount of money remaining after all attorneys' fees  
16 and litigation costs, Settlement Administration Costs, Enhancement Awards to the Class Representatives,  
17 the PAGA Penalty allocated to Aggrieved Employees, and LWDA penalty amounts have been deducted  
18 from the Gross Settlement Amount.

19 22. "Notice of Class Action Settlement" or "Notice" means the form attached hereto as  
20 **Exhibit 1.**

21 23. "Objection" means a Class Member's written objection to the Settlement.

22 24. "Opt Out" means a written request that a Class Member may submit to be excluded from  
23 the Class and the Settlement. Opt Out shall not apply to Aggrieved Employees who shall receive the  
24 PAGA Penalty regardless of whether they opt out and shall still be bound by the release of Released  
25 PAGA Claims.

26 25. "PAGA Penalty" means the amount set aside to resolve the PAGA claims in the amount  
27 of Fifty Thousand Dollars and No Cents (\$50,000), 75% of which, or Thirty-Seven Thousand Five  
28 Hundred Dollars and No Cents (\$37,500) shall be paid to the Labor Workforce Development Agency

(the “LWDA”) and 25% of which, or Twelve Thousand Five Hundred Dollars and No Cents (\$12,500) shall be allocated to the Aggrieved Employees.

26. “PAGA Period” means January 20, 2019, through February 5, 2023.

27. “Party” or “Parties” means Plaintiffs and Defendant.

28. “Preliminary Approval Order” means the order to be issued by the Court approving and authorizing the mailing of the Notice of Class Action Settlement by the Settlement Administrator, setting the date of the Final Fairness and Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation.

29. “Proof of Work” means document(s) that a Class Member may submit to the Settlement Administrator to show that they are entitled to payment based upon a different number of Qualifying Workweeks than the number(s) calculated by the Settlement Administrator based upon Defendant’s data. Adequacy of the Proof of Work submitted will be evaluated by Class Counsel, Defense Counsel, and the Settlement Administrator. In the event of a disagreement, the Settlement Administrator will make the final decision.

30. “Qualifying Workweeks” means the total number of payroll workweeks worked by each Class Member and/or Aggrieved Employee during the Class and PAGA Periods based on Defendant’s records.

31. “Released Class Claims” are defined in paragraph 85 below.

32. “Released Parties” means Defendant Sunbelt Rentals, Inc. and each of its present and former parents, owners, subsidiaries and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representative and any individual or entity that could be jointly liable for any and all claims alleged in the Complaints and/or Civil Action.

33. “Response Deadline” means the thirty (30) calendar day period following the date the Settlement Administrator mails the Notice of Class Action Settlement to Class Members within which any Class Member may: (a) submit a written Opt Out to be excluded from the Class and this Settlement; (b) submit an Objection; and/or (c) submit a dispute regarding their Qualifying Workweeks and any Proof of Work. For purposes of this definition, the term “submit” refers to the date by which the

correspondence is postmarked and received by the Settlement Administrator. All Opt Outs and Objections must be submitted on or before the end of the Response Deadline or within the extended deadline for certain Class Members only as expressly described in paragraph 53(a).

34. “Settlement” means the final and complete disposition of the Civil Action as provided for in this Agreement and all Exhibits hereto.

35. “Settlement Administrator” means Phoenix Settlement Administrators.

36. “Settlement Administration Costs” means the reasonable costs and fees of administration of this Settlement to be paid to the Settlement Administrator from the Gross Settlement Amount, including, but not limited to: (i) printing and emailing and mailing and re-mailing (if necessary) of Notices of Class Action Settlement to Class Members; (ii) preparing and submitting to Settlement Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, Class Representative Service Award, and Class Counsel Attorneys’ Fees, Costs and Expenses; (v) processing and validating Opt Outs; and (iv) preparing and submitting filings required by law in connection with the payments required by the Settlement.

37. “Settlement Class Members” means Plaintiffs and all other Class Members who do not submit a timely and valid Opt Out under the process described in paragraph 56.

38. “Workweek Payment Rate” means the gross amount that shall be paid for each Qualifying Workweek as described below in paragraph 68.

### **BACKGROUND**

39. On January 21, 2020, Tebbs filed a putative class action complaint in Placer County Superior Court against Defendant, Case No. S-CV-0044313. Through the Complaint, Plaintiff, a non-exempt employee who sought damages and penalties, costs, attorneys’ fees, and any other relief deemed appropriate by the Court on the basis of the allegations, inter alia: (1) failure to pay proper overtime wages; (2) failure to provide accurate itemized wage statements; (3) violation of California Business and Professions Code § 17200, *et seq.* On April 16, 2020, Tebbs filed a First Amended Complaint adding a cause of action for Violation of Labor Code § 2698, *et seq.* (“PAGA”).

40. On September 29, 2021, Plaintiff Parker filed a class action against Defendant in the

Superior Court of California, County of Placer, Case No. S-CV-0047378, alleging claims for: (1) failure to pay proper meal and rest break premium wages; and (2) violation of California Business and Professions Code § 17200, *et seq.* On January 21, 2022, Plaintiff Parker filed his First Amended Class and Representative Action Complaint adding a cause of action under the PAGA.

41. Defendant denies each of the allegations of the Civil Action, that Defendant has any liability for the claims of Plaintiffs, the putative class each purports to represent or any allegedly aggrieved employee, and denies that Plaintiffs, the putative class they purport to represent or any allegedly aggrieved employee is entitled to any relief.

42. Class Counsel and Defense Counsel have extensive experience in litigating wage and hour class actions in California. Class Counsel and Defense Counsel have vigorously litigated the Civil Action since its inception.

43. On January 10, 2023, the Parties engaged in mediation before Mark Rudy, Esq., an experienced mediator in this area of law which resulted in a global settlement of the Tebbs and Parker Actions.

44. This Agreement is made in compromise of and embraces all claims against any of the Released Parties as enumerated in paragraphs 85-87 below.

45. Because the settled matters are putative class and representative actions, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. Should the Court, or any other court taking jurisdiction of this matter, decline to approve all material aspects of the Settlement or make any ruling substantially altering the material terms of the Settlement, the Settlement shall be voidable and unenforceable as to Plaintiffs and Defendant, at the option of any party. Subject to the requirements of the immediately preceding sentence, any party may exercise its option to void this Settlement by giving notice, in writing, to the other Parties and to the Court at any time before final approval by the Court of this Settlement. In the event that the Effective Date, as defined herein does not occur, this Agreement shall be deemed null and void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose. Defendant denies all of Plaintiffs' claims and all class claims as to liability and damages. Defendant expressly reserves all rights to challenge any and all such claims and allegations upon all

procedural and factual grounds, including the assertion of all defenses, if the Effective Date of the Settlement does not occur. Likewise, Plaintiffs expressly reserve all rights to pursue, amend, dismiss or otherwise dispose of the claims covered under this Settlement, including but not limited to seeking damages, restitution, fees, expenses, interest and/or any other monetary amount in excess of the GSA set forth above for the claims included in the Civil Actions or for any other claims Plaintiffs may have against Defendant, in the event the Effective Date of the Settlement does not occur.

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

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

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

#### **SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

##### **Preliminary Approval of Settlement**

49. As soon as practicable, Class Counsel shall submit this Agreement to the Court for its preliminary approval. Plaintiffs shall also move the Court to enter a Preliminary Approval Order and to conditionally certify the Class for purposes of this Settlement only. Class Counsel shall provide the motion for preliminary approval to Defense Counsel for review of the substance contained in the motion for preliminary approval at least five (5) business days prior to filing. The submission shall also include admissible evidence as may be required for the Court to determine that this Settlement is fair, adequate and reasonable, as required by Code of Civil Procedure Section 382. The submission shall also include the Notice of Class Action Settlement in the form attached hereto as **Exhibit 1**, a proposed order

1 granting preliminary approval of Settlement, which shall, among other things, set a Final Fairness and  
2 Approval Hearing date, and a proposed order granting final approval of Settlement. Plaintiffs and  
3 Defendant agree that the conditional certification of the Class for settlement purposes only is in no way  
4 an admission by any of the Released Parties that class certification would otherwise be proper.

5 50. As soon as practicable after this Agreement is signed by all Parties, the Parties shall file a  
6 Joint Stipulation to Consolidate Actions in this Civil Action adding Parker and his claims to this Civil  
7 Action, for purposes of facilitating this Settlement and Agreement, if such stipulation was not previously  
8 filed.

#### 9 **Notice to Class Members**

10 51. Following the Court's order consolidating the Civil Action and granting preliminary  
11 approval of this Settlement, the Settlement Administrator shall disseminate the Notice of Class Action  
12 Settlement in the form attached hereto as **Exhibit 1** to the Class Members in accordance with paragraph  
13 53.

#### 14 **Cooperation**

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

#### 23 **Notice of Class Action Settlement by Mail**

24 53. The Settlement Administrator shall, within thirty (30) calendar days of the date of the  
25 Preliminary Approval Order, mail by First-Class United States mail the Notice of Class Action  
26 Settlement to each Class Member (hereinafter "Notice"), using the most recent address available to the  
27 Settlement Administrator for mail delivery, after updating provided addresses using the National Change  
28 of Address Database. The Settlement Administrator shall also, within ten (10) calendar days of mailing

1 the Notice, send an electronic copy of the Notice via email to the last known email addresses (to the  
2 extent available) of each Class Member.

3 (i) Any Notice returned to the Settlement Administrator as non-delivered on  
4 or before the Response Deadline with a forwarding address from the U.S.  
5 postal service shall be promptly re-mailed to the forwarding address  
6 affixed thereto. If no forwarding address is provided, the Settlement  
7 Administrator shall promptly attempt to determine a correct address by the  
8 use of skip-tracing, or other automated search, and shall then promptly  
9 perform a re-mailing to the Class Member whose Notice was returned as  
10 non-delivered, assuming another mailing address is identified by the  
11 Settlement Administrator. A letter prepared by the Settlement  
12 Administrator will be included in the re-mailed Notice in that instance,  
13 stating that the recipient of the Notice has until the original deadline set  
14 forth on the Notice, or ten (10) calendar days after the date of re-mailing  
15 of the Notice (whichever is later) to object or submit an Opt Out or submit  
16 Proof of Work. In no event shall this be more than ten (10) calendar days  
17 after the Response Deadline.

18 (ii) If these procedures are followed, notice to Class Members shall be deemed  
19 to have been fully satisfied, and if the intended recipient does not receive  
20 the Notice of Class Action Settlement, the intended recipient shall  
21 nevertheless remain a Class Member and shall be bound by all terms of  
22 the Settlement and the Final Order and Judgment.

23 54. The Notice of Class Action Settlement to be provided to each Class Member and/or  
24 Aggrieved Employee shall set forth (1) the number of Qualifying Workweeks applicable to the Class  
25 Member and/or Aggrieved Employee, (2) the estimated Workweeks Payment Rate applicable to the  
26 Class Member and/or Aggrieved Employee, and (3) the estimated Individual Settlement Payment that  
27 the Class Member and/or Aggrieved Employee shall receive under this Settlement if the Court grants  
28 final approval of the Settlement.

55. If the Class Member wishes to contest the number of Qualifying Workweeks assigned to him or her by the Settlement Administrator, the Class Member or his or her authorized representative in the case of the individual's death or incapacity must timely provide his or her dispute with Proof of Work to the Settlement Administrator. To be timely, the completed Proof of Work must be mailed to the Settlement Administrator and postmarked and received on or before the Response Deadline. As this is not a claims-made Settlement and Class Members need not return the optional Proof of Work, Class Members shall be bound by this Agreement unless they submit a completed, signed and timely Opt Out.

## Opt Out

56. Any Class Member seeking to be excluded from the Class and this Settlement shall submit a written Opt Out to the Settlement Administrator. The written Opt Out must: (1) contain the name, address, and phone number of the person requesting exclusion; (2) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Class; (3) be signed by the Class Member or his or her lawful representative; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. Any Class Member, who submits a completed, signed and timely written Opt Out shall no longer be a member of the Class, shall be barred from participating in this Settlement, shall be barred from objecting to this Settlement, and shall not receive the class portion of the Individual Settlement Payment. Any untimely or incomplete Opt Out shall be considered null and void. If a Class Member submits both a completed, signed and timely Proof of Work and a completed, signed and timely Opt Out, and if the Opt Out was submitted before the Proof of Work, then the Opt Out shall be deemed invalid, and the Class Member shall be a Settlement Class Member and participate in this Settlement. In addition to the weekly updates identified in paragraph 59, the Settlement Administrator shall notify Class Counsel and Defense Counsel of the final number of timely opt-outs, disputes, and objections within seven (7) calendar days of the Response Deadline. Each Class Member who fails to file a timely written Opt Out shall release Released Parties of the Released Class Claims as set forth in paragraph 85 below. Aggrieved Employees, however, may not opt out of this Settlement and shall receive their portion of the PAGA Penalty regardless of whether they opt out and they shall still be bound by the release of Released PAGA Claims.

57. Defendant shall, in its sole discretion, have the option to rescind this Agreement in its

entirety by providing written notice of such rescission to Class Counsel within fourteen (14) calendar days after notification from the Settlement Administrator of the number of Class Members who have timely submitted completed, signed and timely Opt Outs. In the event of such rescission, Defendant shall be entitled to the return of any portion of the Gross Settlement Amount (including all interest earned thereon), less only such costs incurred by the Settlement Administrator in administering this Settlement up through the date of rescission.

58. Defendant represents that there are 42,405 work weeks for the Settlement Class during the Class Period. If the number of payroll work weeks is more than 5% greater than the 42,405 estimate, the Gross Settlement Amount will increase on a pro-rata basis equal to the increase in payroll work weeks over 42,405; provided, however, in the event the actual number of payroll work weeks are more than 10% greater than the 42,405 estimate, then Defendant shall, in its sole discretion, have the option to rescind this Agreement in its entirety by providing written notice of such rescission to Class Counsel within fifteen (15) calendar days of receiving notification from Class Counsel of the actual number of payroll work weeks.

#### **Declaration of Compliance**

59. As soon as practicable, but no later than ten (10) business days following the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a declaration attesting to completion of the notice process set forth in this Agreement, the number and names of opt outs, and a summary of any disputes raised by any Class Members. This declaration shall be filed with the Court by Class Counsel along with a motion requesting final approval of the Settlement within ten (10) business days of receipt of the declaration by Class Counsel. The Settlement Administrator shall also provide weekly updates to Class Counsel and Defense Counsel regarding the opt outs, disputes, and objections.

#### **Sufficient Notice**

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

notice to Class Members of the Settlement and the Final Fairness and Approval Hearing.

### **Objections to Settlement**

61. Any Class Member wishing to object to this Settlement shall inform the Court, Class Counsel, and Defense Counsel in writing of their intent to object by following the procedure set forth in the Notice of Class Action Settlement no later than the Response Deadline. Any Objection must: (1) state the Class Member's full name, address, and phone number; (2) state the grounds for the objection; (3) be signed by the Class Member or their lawful representative; and (4) be postmarked on or before the Response Deadline.

62. Any Class Member who fails to file a timely written Objection shall be foreclosed from objecting to this Settlement, unless otherwise ordered by the Court.

63. Class Counsel and Defense Counsel shall file any responses to any written Objections submitted to the Court in accordance with this Agreement within fourteen (14) calendar days of receipt of the objection, or in no event, later than three (3) calendar days before the Final Fairness and Approval Hearing, or on another date set by the Court.

64. Class Counsel shall file a motion for final approval within ten (10) business days of receipt of the declaration identified in paragraph 59 by Class Counsel. Class Counsel shall provide the motion for final approval to Defense Counsel for review of the substance contained in the motion for final approval at least three (3) business days prior to filing.

### **Final Fairness and Approval Hearing**

65. On the date set forth by the Court for the Final Fairness and Approval Hearing in the Preliminary Approval Order, a Final Fairness and Approval Hearing shall be held before the Court in order to consider and determine: (1) whether the Court should give this Settlement final approval; (2) whether the Court should approve Class Counsel's application for attorneys' fees, costs and expenses and Enhancement Awards to the Class Representatives; and (3) to hear any timely objections to the Settlement. At the Final Fairness and Approval Hearing, Plaintiff, Class Counsel, Defendant, and Defense Counsel shall ask the Court to give final approval to this Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment on its website within seven (7) calendar days of entry of the Final Order and Judgment.

## Settlement Payment Procedures

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

66. Settlement Class Members and Aggrieved Employees shall be paid exclusively from the Net Settlement Amount.

67. Plaintiffs and Defendant recognize and agree that the asserted claims in the Civil Action are extremely difficult to quantify with any certainty for any given year, or at all, and are subject to a myriad of differing calculations and formulas. Plaintiffs and Defendant agree that the formulas for allocating Individual Settlement Payment to Settlement Class Members and Aggrieved Employees provided herein are reasonable and that the Individual Settlement Payments are designed to provide a fair settlement, despite the uncertainties of the amounts alleged to be owed to Settlement Class Members and Aggrieved Employees and the calculation of the same. Distribution amongst Settlement Class Members and Aggrieved Employees are based on Qualifying Workweeks that the Class Member and Aggrieved Employee was employed during the Class and PAGA Period, respectively. Plaintiffs and Defendant have agreed that the distribution to each Settlement Class Member and Aggrieved Employee shall be determined as set forth in paragraph 68 below.

68. The Individual Settlement Payment to each Settlement Class Member shall be determined based on the number of Qualifying Workweeks worked by the Settlement Class Member during the Class Period. The Net Settlement Amount shall be divided by the total number of Qualifying Workweeks for all Settlement Class Members during the Class Period. The result of this division shall yield a Workweek Payment Rate for the Class. The gross amount of each Settlement Class Member's Individual Settlement Payment shall be calculated by multiplying the number of Qualifying Workweeks applicable to that Class Member by the Workweek Payment Rate. Likewise, the Individual Settlement Payment to each Aggrieved Employee shall be determined based on the number of Qualifying Workweeks worked by the Aggrieved Employee during the PAGA Period. The 25% portion of the PAGA Penalty, or \$12,500, shall be divided by the total number of Qualifying Workweeks worked by all Aggrieved Employees during the PAGA Period. The result of this division shall yield a Workweek Payment Rate for the Aggrieved Employee. The gross amount of each Aggrieved Employee's Individual Settlement Payment shall be calculated by multiplying the number of Qualifying Workweeks

1 applicable to that Aggrieved Employee by the Workweek Payment Rate. Aggrieved Employees shall  
2 receive their portion of the PAGA Penalty regardless of whether they opt-out and they shall still be  
3 bound by the release of Released PAGA Claims.

4 69. Within thirty (30) calendar days after the Effective Date, Defendant shall transmit the  
5 Gross Settlement Amount to the Settlement Administrator.

6 70. Within twenty-one (21) calendar days after the Effective Date, the Settlement  
7 Administrator shall transmit to Class Counsel the attorneys' fees, costs and expenses approved by the  
8 Court, shall transmit to the Class Representatives their Enhancement Awards approved by the Court,  
9 shall mail Individual Settlement Payments to each Settlement Class Member, Individual Settlement  
10 Payments to Aggrieved Employee, and the LWDA's penalty payment of \$37,500.

11 71. Individual Settlement Payments shall be made by check and shall be made payable to  
12 each Settlement Class Member and/or Aggrieved Employee as set forth in this Agreement. Under no  
13 circumstances shall the Settlement Administrator distribute checks to Settlement Class Members and/or  
14 Aggrieved Employee until all timely workweek disputes with Proof of Work have been considered,  
15 calculated, and accounted for, and the Class Counsel fees and expenses, costs of the Settlement  
16 Administrator, and an Enhancement Award have been calculated and accounted for.

17 72. The Individual Settlement Payments are payments for all Released Class Claims for the  
18 Settlement Class Members and Released PAGA Claims for the Aggrieved Employees. The Settlement  
19 Administrator shall be authorized to establish an interest bearing Qualified Settlement Fund ("QSF")  
20 pursuant to Internal Revenue Service ("IRS") rules and regulations in which the Gross Settlement  
21 Amount shall be placed and from which payments required by the Settlement shall be made. Each  
22 Individual Settlement Payment to each Settlement Class Member shall be allocated as 80% penalties and  
23 interest not subject to withholdings and 20% wages subject to withholdings. Each Individual Settlement  
24 Payment to each Aggrieved Employee shall be allocated as 100% penalties. The wage portions shall be  
25 reported on an IRS Form W-2 and the non-wage portions shall be reported on an IRS Form 1099.  
26 Defendant understands and agrees that it shall also pay its share of employer-side payroll taxes for the  
27 wage portions in addition to the \$950,000 Gross Settlement Amount. Each Settlement Class Member,  
28 Aggrieved Employee, Class Counsel, and Class Representative shall be responsible for remitting to state

and/or federal taxing authorities any applicable taxes which may be owed on the non-wage portion of any payment received pursuant to this Agreement, except as provided by this Agreement.

73. It is expressly understood and agreed that the receipt of an Individual Settlement Payment shall not entitle any Class Member and/or Aggrieved Employee to compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the applicable Class and/or PAGA Period, nor shall it entitle any Class Member and/or Aggrieved Employee to any increased retirement, 401(k) or matching benefits, or deferred compensation benefits. The Parties agree that any Individual Settlement Payments made to Settlement Class Members and/or Aggrieved Employees under the terms of this Agreement shall not represent any modification of previously credited length of service or other eligibility criteria under any bonus plan, employee pension benefit plan or employee welfare plan sponsored by any of the Released Parties, or to which any of the Released Parties are required to make contributions. Further, any Individual Settlement Payments made under this Agreement shall not be considered compensation in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan or employee welfare benefit plan sponsored by any of the Released Parties or to which any of the Released Parties are required to make contributions. It is the Parties' intent that the Individual Settlement Payments provided for in the Agreement are the sole payments to be made by Defendant to the Class Members and/or Aggrieved Employees, and that the Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments, notwithstanding any contrary terms in any agreement, contract, benefit or compensation plan document that might have been in effect during the applicable Class and/or PAGA Period.

74. Any settlement amount for checks sent to class members that are not cashed within 180 days of date of mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, in the name of the Class Member or Aggrieved Employee to whom the check was issued, until such time that they claim their property. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts or omissions or commission, the same is true for the Settlement Administrator.

### **The Settlement Administrator**

75. The Settlement Administrator shall administer the Settlement, including, but not limited to: (1) printing, mailing and re-mailing (if necessary), and emailing, the Notice and receiving Opt Outs and Objections from Class Members; (2) preparing and maintaining a web site for the settlement administration of this matter which includes of the substance in the Notice; (3) preparing and submitting to Settlement Class Members and/or Aggrieved Employees and government entities all appropriate tax filings and forms; (4) computing the amount of and distributing Individual Settlement Payments, Enhancement Awards, and Class Counsel attorneys' fees and costs; (5) processing and validating Qualifying Workweek disputes/Proof of Work, Opt Outs and Objections; and 6) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code;

76. Settlement administration fees in a reasonable amount shall be paid to the Settlement Administrator from the Gross Settlement Amount. Settlement administration fees are estimated to be approximately Ten Thousand Dollars (\$10,000). If the actual cost of settlement administration is less or more than the amount approved by the Court, those funds shall be added to or subtracted from the Net Settlement Amount for allocation to Settlement Class Members. All costs associated with settlement administration shall come out of the Gross Settlement Amount.

77. **Delivery of Class Data.** "Class Data" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records. The Class Data shall include the following information from Defendant's records all to the extent available: (1) each Class Member's Sunbelt Employee ID, (2) each Class Member's full name, (3) most recent mailing address, (4) social security number, (5) most recent e-mail address, and (6) the number of payroll work weeks worked by each Class Member and Aggrieved Employee during the Class and PAGA Periods, respectively. Defendant shall provide the Settlement Administrator with the Class Data no later than fifteen (15) business days after the Preliminary Approval Order. The Class Data shall only be used by the Settlement Administrator for the purpose of calculating Qualifying Workweeks, Individual Settlement Payments and notifying Class Members of the Settlement. The Class Data applicable to an individual Class Member (*i.e.*, Sunbelt Employee ID, full name, most recent mailing address, e-mail address, and Qualifying Workweeks) shall be disclosed to Class Counsel if that individual Class Member contacts

Class Counsel regarding their Qualifying Workweeks, estimated Individual Settlement Payments, or related issues with the settlement, but only as necessary to allow them to fulfill their fiduciary duties to the Class and investigate issues that may arise with respect to payments to be made to Class Members, so long as notice is provided to Defendant by the Settlement Administrator and Class Counsel. Notwithstanding, the Class Data in its entirety shall not be disclosed to the Class Representative, or any other Class Members, without written consent of Defendant or by order of the Court. However, concurrent with the mailing of the Notice of Class Action Settlement, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a redacted list of all Class Members that shall be limited to the following information: (1) Sunbelt Employee ID (as reflected on the respective Class Member's Notice); and (2) Total Qualifying Workweeks and estimated Individual Settlement Payment. The Settlement Administrator shall execute an acknowledgement of the protective order entered in this matter and be responsible for following all privacy laws and taking appropriate steps to ensure that Class Members' personal information is safeguarded and protected from improper disclosure or use. The Settlement Administrator shall run the Class Data list through the National Change of Address database, and shall use the most recent address for each Class Member – either from Defendant's records or the National Change of Address database – before mailing the Notice of Class Action Settlement. The Settlement Administrator shall also take reasonable steps to locate any Class Member whose Notice of Class Action Settlement is thereafter returned as undeliverable. Class Data shall be provided in a secure format to be determined by the Settlement Administrator and Defendant.

#### **Resolution of Disputes Over Qualifying Workweeks**

78. In calculating the Individual Settlement Payment for each Class Member and/or Aggrieved Employee, Defendant's records regarding the dates of employment used to generate Qualifying Workweeks shall be presumed to be correct. Any Class Member or Aggrieved Employee who disagrees with Defendant's determination of his or her or its Qualifying Workweeks as indicated on his or her or its Notice of Class Action Settlement may dispute that calculation to the Settlement Administrator as explained on the Notice of Class Action Settlement. Defendant's determination shall be presumed accurate unless the Class Member or Aggrieved Employee submits documents to the Settlement Administrator to show that he or she is entitled to payment based upon a different number of

Qualifying Workweeks than the number(s) calculated by the Settlement Administrator based upon Defendant's data. Adequacy of Proof of Work submitted will be evaluated by Class Counsel, Defense Counsel, and Settlement Administrator. In the event of a disagreement, the Settlement Administrator shall make the final decision. All such challenges by Class Members or Aggrieved Employee must be received no later than the Response Deadline. If Qualifying Workweeks for any Class Member or Aggrieved Employee increases based on the Proof of Work then the Individual Settlement Payments for Settlement Class Members and Aggrieved Employees shall be recalculated in accordance with paragraph 68.

79. In no case shall a dispute result in a payment by Defendant in excess of the Gross Settlement Amount. However, Defendant understands and agrees that it shall pay its share of employer-side payroll taxes in addition to the Gross Settlement Amount.

#### **Enhancement Award**

80. From the Gross Settlement Amount, each Class Representative may seek approval from the Court of an Enhancement Award up to Ten Thousand Dollars (\$10,000) each for a total of Twenty Thousand Dollars for serving as Class Representatives, which Defendant shall not oppose. In the event the Court reduces or does not approve the requested Enhancement Award, Plaintiffs shall not have the right to revoke this Settlement based on that reason, and this Settlement will remain binding. Plaintiffs' Enhancement Awards shall be paid out of the Gross Settlement Amount. Plaintiffs' Enhancement Awards shall be reported on a IRS 1099 Form.

#### **Payment of Class Counsel Attorneys' Fees, Costs and Expenses**

81. Class Counsel shall apply to the Court at the Final Fairness and Approval Hearing for an award of attorneys' fees not to exceed 35% of the Gross Settlement Amount (currently estimated at \$332,500) and an award of reasonable costs (exclusive of the Settlement Administration costs) not to exceed the amount of Fifty Thousand Dollars (\$50,000), both of which shall be paid out of the Gross Settlement Amount.

82. Class Counsel and Defendant agree that such awards of attorneys' fees and costs are reasonable under the circumstances. Nothing in this Agreement shall restrict Plaintiffs' or Class Counsel's ability to appeal any decision by the Court to award less than the requested attorneys' fees

1 and costs or Class Representative Enhancement Award. A decision by the Court to award less than the  
2 requested attorneys' fees and costs or Class Representative Enhancement Awards; however, is not a  
3 material change to the settlement agreement. Any order relating to the award of attorney's fees, costs or  
4 Class Representatives Enhancement Awards, or any appeal from any order relating thereto or reversal or  
5 modification thereof, will not operate to terminate or cancel this Agreement; however, the Effective  
6 Date shall not occur until any such appeal is resolved. If the amount of, Enhancement Awards,  
7 attorneys' fees and/or costs awarded by the Court is less than the requested amounts, the difference shall  
8 serve to increase the Net Settlement Amount to be distributed to Settlement Class Members as part of  
9 their Individual Settlement Payments. Nothing in this Agreement will require Defendant to pay more  
10 than the Gross Settlement Amount under any circumstances.

#### 11 **Acknowledgment of No Tax Advice**

12 83. Each party to this Agreement acknowledges and agrees that:

- 13 (i) No provision of this Agreement and no written communication or disclosure  
14 between or among the Parties or their attorneys and other advisers is or was  
15 intended to be, nor shall any such communication or disclosure constitute or be  
16 construed or be relied upon as, tax advice within the meaning of United State  
17 Treasury Department Circular 230 (31 CFR Part 10, as amended);
- 18 (ii) He, she or it (a) has relied exclusively upon his, her or its own, independent legal  
19 and tax advisers for advice (including tax advice) in connection with this  
20 Agreement, (b) has not entered into this Agreement based upon the  
21 recommendation of any other party or any attorney or advisor to any other party,  
22 and (c) is not entitled to rely upon any communication or disclosure by any  
23 attorney or adviser to any other party to avoid any tax penalty that may be  
24 imposed on him or her or it; and
- 25 (iii) No attorney or adviser to any other party has imposed any limitation that protects  
26 the confidentiality of any such attorney's or adviser's tax strategies (regardless of  
27 whether such limitation is legally binding) upon disclosure by him or her of the  
28

1 tax treatment or tax structure of any transaction, including any transaction  
2 contemplated by this Agreement.

3 84. The Individual Settlement Payment received by Settlement Class Members and/or  
4 Aggrieved Employee shall be reported by the Settlement Administrator, as required, to the state and  
5 federal taxing authorities on IRS Forms W-2 and/or 1099 or similar forms. Each Settlement Class  
6 Member and/or Aggrieved Employee shall be responsible for paying all applicable state, local, and  
7 federal income taxes on all amounts the Settlement Class Member and/or Aggrieved Employee receives  
8 pursuant to this Agreement.

9 **RELEASED CLASS CLAIMS**

10 85. **Released Class Claims:** Providing there is final approval of this Settlement, then as of  
11 the date on which Defendant fully funds the Settlement (“Release Effective Date”), each Settlement  
12 Class Member, individually and on behalf of their respective successors, assigns, agents, attorneys,  
13 executors, heirs and personal representatives, shall fully and finally release and discharge the Released  
14 Parties, and each of them from the Released Class Claims. The Released Class Claims include all  
15 claims, rights, demands, liabilities, causes of action, and theories of liability that were or could have  
16 been alleged against any of the Released Parties for any and all claims for damages and or penalties  
17 under Labor Code §§ 201-203, 226, 226.3, 226.7, 510, 558, and 1194, the Private Attorneys General Act,  
18 Labor Code § 2698 *et seq.*, the California Industrial Welfare Commission’s (“IWC”) Wage Orders, and  
19 Business and Professions Code §§ 17200, *et seq.* based on the facts or claims as alleged in the respective  
20 First Amended Complaints in the Tebbs and Parker Actions, Plaintiff Tebbs’s January 8, 2020 notice  
21 submitted to the Labor Workforce Development Agency (the “LWDA”), or Plaintiff Parker’s September  
22 20, 2021 notice submitted to the LWDA that accrued at any time during the Class Period. Settlement  
23 Class Members understand that this release includes unknown claims premised upon the above-  
24 referenced alleged violations and that they are, as a result, waiving all rights and benefits afforded by  
25 Section 1542 of the California Civil Code with respect to the Released Class Claims. That section  
26 provides:

27 **A general release does not extend to claims that the creditor or releasing**  
28 **party does not know or suspect to exist in his or her favor at the time of**

1                   **executing the release and that, if known by him or her, would have**  
2                   **materially affected his or her settlement with the debtor or released party.**

3   With respect to the Released Class Claims released by Settlement Class Members, the scope of the  
4   waiver of rights and benefits under Section 1542 of the California Civil Code as set forth in this  
5   paragraph is in no way intended by the Parties to extend to any claims beyond the Released Claims;  
6   rather, this waiver is intended to apply only to the Released Class Claims. The period of the Release  
7   shall mirror the Class Period and shall become effective upon final approval and judgment of the  
8   Settlement.

9           86.    **Released PAGA Claims.** Providing there is final approval of this Settlement, then as of  
10   the date on which Defendant fully funds the Settlement, each Aggrieved Employee, individually and on  
11   behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal  
12   representatives, shall fully and finally release and discharge the Released Parties, and each of them from  
13   the Released PAGA Claims. Released PAGA Claims include any and all claims for damages and or  
14   penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, based on the facts or  
15   claims as alleged in the respective First Amended Complaints in the Tebbs and Parker Actions, or  
16   Plaintiff Tebbs's January 8, 2020 notice submitted to the Labor Workforce Development Agency (the  
17   "LWDA"), or Plaintiff Parker's September 20, 2021 notice submitted to the LWDA that accrued at any  
18   time during the PAGA Period.

19           87.    **Release by Plaintiffs.** In addition to the Released Class Claims and Released PAGA  
20   Claims described above, Plaintiffs for themselves, their successors, assigns, agents, executors, heirs and  
21   personal representatives, spouse and attorneys, and any and all of them, voluntarily and with the advice  
22   of counsel, waive and release any and all claims, obligations, demands, actions, rights, causes of action,  
23   and liabilities against any of the Released Parties of whatever kind and nature, character, and description,  
24   whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute,  
25   ordinance, regulation, constitution, common law, or other source of law or contract, whether known or  
26   unknown, and whether anticipated or unanticipated, including all claims arising from or relating to any  
27   and all acts, events and omissions occurring prior to the date of final approval of this Agreement  
28   including, but not limited to, all claims pursuant to Americans with Disabilities Act, as amended, 42

U.S.C. § 12101, *et seq.*, the Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), *et seq.*, the Equal Pay Act of 1963, 29 U.S.C. § 206(d), the Fair Labor Standards Act, as amended, 29 U.S.C. § 203, *et seq.*, the Lilly Ledbetter Fair Pay Act of 2009, the National Labor Relations Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, as amended, 29 U.S.C. § 2611, *et seq.*, the Occupational Safety and Health Act of 1970, 29 U.S.C. § 553, *et seq.*, the Fair Employment and Housing Act, the California Family Rights Act, California Civil Code §§ 51, 51.7 and 52, the UNRUH Civil Rights Act, the California Equal Pay Act, California Labor Code, including but not limited to, Cal. Lab. Code §§ 201-204, 226 *et seq.*, 510, 512, 516, 558, 1194, 1198, 2698 *et seq.*, the anti-retaliation provisions of the California Workers' Compensation Law, discrimination based on local, state or federal laws, constitutions, regulations, ordinances or executive orders for race, color, sex (including sexual harassment), national origin, ancestry, religion, sexual orientation, marital status, parental status, veteran status, source of income, entitlement to benefits or any union activities in violation of local, state or federal laws, constitutions, regulations, ordinances or executive orders, any claim for alleged violation of public policy or common law (including claims for: personal injury, invasion of privacy, retaliatory discharge, negligent hiring, retention or supervision, defamation, intentional interference with contract, negligence, detrimental reliance, loss of consortium to Plaintiffs or any member of their family and/or promissory estoppel), or any federal, state, or other governmental statute, regulation or ordinance including any and all claims for monetary recovery, including past or future lost wages, pension accruals, liquidated, compensatory, or punitive damages, which relate in any way to Plaintiffs' employment with or the termination of Plaintiffs' employment with the Released Parties and/or Plaintiffs' provision of services to the Released Parties at any of Defendant's locations during the Class Period (the "Released Claims"). Plaintiffs further release all unknown claims against any of the Released Parties, covered by California Civil Code Section 1542, which states: "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**" Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all of their Released Claims, Plaintiffs expressly acknowledge that

1 this Settlement is intended to include in its effect, without limitation, all Released Claims which  
2 Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof, and that the  
3 Settlement contemplates the extinguishment of all such Released Claims.

#### 4 **LIMITATIONS ON USE OF THIS SETTLEMENT**

##### 5 **No Admission**

6 88. Neither the acceptance nor the performance by Defendant of the terms of this Agreement  
7 nor any of the related negotiations or proceedings are or shall be claimed to be, construed as, or deemed  
8 a precedent or an admission by Defendant of the truth of any allegations in the Complaint.

##### 9 **Non-Evidentiary Use**

10 89. Defendant denies that it has failed to comply with the law in any respect, or has any  
11 liability to anyone based on the claims asserted in the Civil Action. Plaintiffs expressly acknowledge  
12 that this Agreement is entered into for the purpose of compromising highly disputed claims and that  
13 nothing herein is an admission of liability, wrongdoing, or the propriety of class or representative  
14 treatment by Defendant. Neither this Agreement nor any document prepared in connection with the  
15 Settlement may be admitted in any proceeding as an admission by Defendant. Notwithstanding this  
16 paragraph, any and all provisions of this Agreement may be admitted in evidence and used in any  
17 proceeding to enforce the terms of this Agreement, or in defense of any claims released or barred by this  
18 Agreement. In the event that an action is brought to enforce any terms of this Agreement, the prevailing  
19 party shall be entitled to their reasonable attorneys' fees and costs.

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

##### 25 **Nullification**

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

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

#### 4                                   **MISCELLANEOUS PROVISIONS**

##### 5                                   **No Inducements**

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

##### 10                                  **No Prior Assignment**

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

##### 15                                  **Construction**

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

##### 20                                  **California Law**

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

##### 24                                  **Captions and Interpretations**

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

**Incorporation of Exhibits**

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

**Modification**

99. This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties' counsel, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by an amendment signed by the Parties' counsel.

**Reasonableness of Settlement**

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

**Integration Clause**

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

**Binding On Assigns**

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

**No Prevailing Party**

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

**Class Counsel Signatories**

104. It is agreed that because the members of the Class are numerous, it is impossible or impractical to have each member of the Class execute this Agreement. The Notice of Class Action Settlement shall advise all Class Members of the binding nature of the Agreement, and the Agreement

shall have the same force and effect as if this Agreement were executed by each member of the Class.

### **Counterparts**

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

### **Waiver of Right to Object**

106. By signing this Agreement, Plaintiffs, individually and on behalf of the Class, agree to be bound by its terms. Likewise, Defendant agrees to be bound by the terms of this Settlement and agrees not to object to any of the terms of the Agreement.

### **Administration Costs if Settlement Fails**

107. Except as otherwise provided in this Agreement, if the Settlement is not finally approved by the Court, voided or rescinded, any costs incurred by the Settlement Administrator shall be paid equally by the Parties (half by Plaintiffs and half by Defendant).

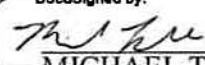
### **Final Order and Judgment**

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

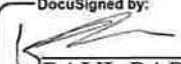
- (i) Grant final approval to the Settlement as fair, reasonable, adequate, in good faith and in the best interests of the Class as a whole, and order the Parties to carry out the provisions of this Agreement.
- (ii) Adjudge that the Settlement Class Members of the Settlement are conclusively deemed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

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

DATED: 3/14/2023

DocuSigned by:  
  
MICHAEL TEBBS

DATED: 3/14/2023

DocuSigned by:  
  
PAUL PARKER

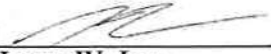
DATED: March 15, 2023

  
Digitally signed by Brandon J  
Crainer  
Date: 2023.03.15 08:55:59  
-04'00'  
SUNBELT RENTALS, INC.  
By: Brandon J Crainer

APPROVED AS TO FORM AND CONTENT:

DATED: March 14, 2023

DIVERSITY LAW GROUP, P.C.  
LAW OFFICES OF CHOI & ASSOCIATES, P.C.  
HYUN LEGAL, P.C.

By:   
Larry W. Lee  
Edward W. Choi  
Dennis S. Hyun  
Attorneys for Plaintiffs Michael Tebbs and Paul  
Parker

DATED: 3/15/2023

SMITH, GAMBRELL & RUSSELL, LLP

By:   
Patrick J. Cain  
Patricia J. Hill  
Yash B. Dave  
Ian M. Jones  
Attorneys for Defendant  
Sunbelt Rentals, Inc.

# EXHIBIT 1

*Tebbs v. Sunbelt Rentals, Inc.*  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF PLACER  
(CASE NO. S-CV-0044313)

**NOTICE OF CLASS ACTION SETTLEMENT**

«BarcodeString»  
SIMID «SIMID»  
**ATTN:** «FirstName» «LastName»  
«Address1» «Address2»  
«City» «Abbrev» «Zip»

YOU ARE ESTIMATED TO RECEIVE  
APPROXIMATELY  
\$«MERGED\_EstSettAmnt\_CALC»  
THROUGH THIS CLASS ACTION  
SETTLEMENT

**PLEASE READ THIS NOTICE CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

**IF YOU WANT TO RECEIVE MONEY FROM THE SETTLEMENT, YOU DO NOT NEED TO DO  
ANYTHING**

**The Placer County Superior Court authorized this notice.  
This is not an advertisement or solicitation from a lawyer.**

- Two former employees, Michael Tebbs (“Tebbs”) and Paul Parker (“Parker”) (collectively, “Plaintiffs”), have sued Sunbelt Rentals, Inc. (“Defendant,” or “Sunbelt”) on behalf of themselves and all other similarly situated employees (the “Action”);
- The parties to the Action have reached a tentative settlement, which the Court has preliminarily approved;
- If you are or were employed by Sunbelt in California and were paid overtime and/or double time wages and/or meal premium wages covered by any work week in which you also received “On Call Earn” pay (as denoted on your paystub) at any time from January 13, 2016 through February 5, 2023, you are eligible to receive payment from this class settlement.
- The settlement will resolve the Action.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| <b>You Can DO NOTHING</b>                             | <b>You will automatically receive a payment from the settlement.</b><br><br>If you do nothing, you will still be part of the Action and affected by its outcome. You will be entitled to the Individual Settlement Payment, which is estimated and indicated above. You will also be bound by the settlement, including the release of claims detailed below. To receive your payment, you only need to ensure that the Administrator has your current mailing address. Once the Court grants final approval of the Settlement, the Administrator will mail your check to the address on file for you. |
| <b>You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT</b> | If you <b><u>do not</u></b> wish to take part in the settlement, you may exclude yourself by sending to the Administrator a letter in accordance with Question 11 below. <b>If you ask to be excluded from the settlement, you will get no payment from the class settlement, but you will keep any rights to sue Defendant separately about the same class claims made in this lawsuit.</b>                                                                                                                                                                                                           |

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|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (Deadline: _____, 2023)                                                       | <p><b><u>IMPORTANT: YOU CANNOT ASK TO BE EXCLUDED AND STILL GET A INDIVIDUAL SETTLEMENT PAYMENT.</u></b></p> <p><b>However, you <u>cannot</u> opt-out of the settlement of the representative claims under the Private Attorneys General Act (the “PAGA”). You will receive your portion of the PAGA Penalty regardless of whether you opt-out and you will release the PAGA Released Claims as discussed below.</b></p>                         |
| <p><b>You Can OBJECT TO THE SETTLEMENT</b></p> <p>(Deadline: _____, 2023)</p> | <p>If you feel that the settlement is inadequate, you must file an objection with the court and mail your objection to the Administrator by ****, 2023, as well as file your objection with the Court. If your objection is overruled by the Court, you will still receive a payment from the settlement, and you will be bound by the terms of this settlement. <b>IF YOU OBJECT TO THE SETTLEMENT, YOU CANNOT ALSO ASK TO BE EXCLUDED.</b></p> |

**THESE RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**

The Court is in charge of this case and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

**1. What is this lawsuit about?**

Plaintiffs, as individuals and on behalf of Sunbelt’s current and former non-exempt, California employees, allege that Sunbelt violated California law as a result of its alleged failure to, among other things: (1) pay all overtime wages due; (2) pay all meal and rest period premium wages due for missed meal and rest periods; and (3) provide accurate wage statements. Plaintiffs also contend that Sunbelt engaged in unlawful business practices and is liable for civil penalties under the PAGA.

Sunbelt denies that it has done anything wrong. Sunbelt denies that it owes Class Members or Aggrieved Employees any wages, penalties, or other damages. Accordingly, the settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Sunbelt, which expressly denies all liability.

**If you are still employed by Sunbelt, your decision about whether to participate in the settlement will not affect your employment. California law and Sunbelt’s company policies strictly prohibit unlawful retaliation.** Sunbelt will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Class Member or Aggrieved Employee because of their decision to either participate or not participate in the settlement.

**2. Who are the Attorneys?**

|                                                                                                               |                                                                                                          |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <p>Attorneys for Plaintiffs / the Class Members:</p> <p>Larry W. Lee, Esq.<br/><b>DIVERSITY LAW GROUP</b></p> | <p>Attorneys for Sunbelt:</p> <p><b>SMITH, GAMBRELL &amp; RUSSELL LLP</b><br/>Patricia J. Hill, Esq.</p> |
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| <p>515 S. Figueroa St., Suite 1250<br/>Los Angeles, CA 90071<br/>Telephone: (213) 488-6555<br/>Facsimile: (213) 488-6554<br/>Email: lwlee@diversitylaw.com</p> <p>Edward W. Choi, Esq.<br/><b>LAW OFFICES OF CHOI &amp; ASSOCIATES</b><br/>515 S. Figueroa St., Suite 1250<br/>Los Angeles, CA 90071<br/>Telephone: (213) 381-1515<br/>Facsimile: (213) 465-4885<br/>Email: edward.choi@choiandassociates.com</p> <p>Dennis S. Hyun<br/><b>HYUN LEGAL, APC</b><br/>515 S. Figueroa St., Suite 1250<br/>Los Angeles, CA 90071<br/>(213) 488-6555<br/>(213) 488-6554 facsimile<br/>dhyun@hyunlegal.com</p> <p>William L. Marder<br/><b>POLARIS LAW GROUP</b><br/>501 San Benito Street, Suite 200<br/>Hollister, CA 95023<br/>Telephone: (831) 531-4214<br/>Facsimile: (831) 634-0333<br/>bill@polarislawgroup.com</p> | <p>Yash B. Dave, Esq.<br/>Ian M. Jones, Esq.<br/>50 N. Laura Street, Suite 2600<br/>Jacksonville, FL 32202<br/>Tel: (904) 598-6100; Fax: (904) 598-6240<br/>Email: pjhill@sgrlaw.com<br/>Email: ydave@sgrlaw.com<br/>Email: ijones@sgrlaw.com</p> <p>Patrick J. Cain, Esq.<br/>Theodore H. Dokko, Esq.<br/>444 South Flower Street, Suite 1700<br/>Los Angeles, CA 90071<br/>Tel: (213) 358-7200; Fax: (213) 358-7300<br/>Email: pcain@sgrlaw.com<br/>Email: tdokko@sgrlaw.com</p> |
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### 3. Why Is This a Class Action?

This case is a class action. In a class action, one or more people, called Class Representatives (in this case Tebbs and Parker), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One case resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Placer County Superior Court is in charge of the case. The Action is called *Tebbs v. Sunbelt Rentals, Inc.*, Case No. S-CV-0044313.

### 4. Why is There a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Mark Rudy, an experienced and well-respected class action mediator. With Mr. Rudy's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' individual and class claims. Counsel for Plaintiffs and the Class ("Class Counsel") have investigated and researched the facts and circumstances underlying the issues raised in the Action and the applicable law.

While Class Counsel believe that the claims alleged in the lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on this, Class Counsel believe the proposed settlement is fair, adequate and reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the Action and believes that it has valid defenses to Plaintiffs' claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the Action or that the case can or should proceed as a class action. Defendant has agreed to settle the Action as part of a compromise with Plaintiffs.

#### 5. How Do I Know If I Am Part of The Settlement?

The Court has decided that all current and former non-exempt employees of Sunbelt in California who were paid overtime and/or double-time wages and/or meal premium wages covered by any work week in which they also received "On Call Earn" pay (as denoted on an employee's paystub) at any time from January 13, 2016 through February 5, 2023 ("Class Period"), is part of the Class. Class Members who participate in this settlement will receive an Individual Settlement Payment

The Court has further decided that if you fit within the above definition for the time period of January 20, 2019, through February 5, 2023 ("PAGA Period"), you are an aggrieved employee and will receive your proportionate share of the PAGA Penalty.

#### 6. What Does the Settlement Provide?

The proposed Settlement provides for a cash payment by Defendants of \$950,000.00 to fully and finally resolve all claims in the Action (the "Gross Settlement Amount"). The total amount to be distributed to Class Members who do not exclude themselves from the settlement will be the value of the Gross Settlement Amount after deducting for the following (the "Net Settlement Amount"): (a) Settlement Administrator Costs not to exceed \$10,000.00; (b) Enhancement Awards to Plaintiffs not to exceed \$10,000.00 each for a total of \$20,000.00, for their work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this Action was not favorable) and a general release of all claims; (c) Class Counsel's attorneys' fees not to exceed 35% of the Gross Settlement Amount (currently estimated at \$332,500.00); (d) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed \$50,000.00; (e) PAGA Penalty Payments to Aggrieved Employees totaling \$12,500.00; and (f) payment of \$37,500.00 to the Labor and Workforce Development Agency as part of its share of the PAGA Penalty as required by law. **Class Counsel's attorneys' fees and costs and Plaintiff's Service Award remain subject to Court approval.** No portion of the Net Settlement Amount will be returned to Sunbelt under any circumstances.

This settlement is conditioned upon the court entering an order at or following the Final Approval Hearing finally approving the settlement as fair, reasonable, and adequate, and the court's entry of Judgment.

#### 7. How much will my payment be?

Your estimated share of the settlement is shown above and is based on the number of "Qualifying Workweeks" that you worked during the Class and PAGA Periods. The Net Settlement Amount shall be divided by the total number of Qualifying Workweeks for all Settlement Class Members during the Class Period. The result of this division shall yield a Workweek Payment Rate for the Class. The gross amount of each Settlement Class

Member's Individual Settlement Payment shall be calculated by multiplying the number of Qualifying Workweeks applicable to that Class Member by the Workweek Payment Rate. Likewise, the PAGA Penalty Payment to Aggrieved Employee shall be determined based on the number of Qualifying Workweeks worked by the Aggrieved Employee during the PAGA Period. The 25% portion of the PAGA Penalty, or \$12,500, shall be divided by the total number of Qualifying Workweeks worked by all Aggrieved Employees during the PAGA Period. The result of this division shall yield a Workweek Payment Rate for the Aggrieved Employee. The gross amount of each Aggrieved Employee's PAGA Penalty Payment shall be calculated by multiplying the number of Qualifying Workweeks applicable to that Aggrieved Employee by the Workweek Payment Rate. **Aggrieved Employees shall receive their portion of the PAGA Penalty regardless of whether they opt-out and they shall still be bound by the release of Released PAGA Claims.**

Based on the above formulas, your calculated Qualifying Workweeks in the Class Period, as of this notice, is \*\*\*\*. Your estimated Individual Settlement Payment is \$\*\*\*\*\*.

**[IF APPLICABLE]** Your calculated Qualifying Workweeks in the PAGA period, as of this notice, is \*\*\*\*. Your estimated PAGA Penalty Payment is \$\*\*\*\*\*.

If you disagree with this amount, you can dispute this per Question 9 below. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the settlement. Individual Settlement Payment to Settlement Class Member shall be allocated as 80% penalties and interest not subject to withholdings and 20% wages subject to withholdings. PAGA Penalty Payments to Aggrieved Employee shall be allocated as 100% penalties.

#### 8. How do I get a payment?

To qualify for payment, you do not need to do anything. The Settlement Administrator will mail you a check within about 60 calendar days after the court enters a judgment based on this settlement, but possibly later depending on whether there are any objections and/or appeals of the judgment entered by the court.

To ensure that your payment is not delayed, you should ensure that the Administrator has your current mailing address.

#### 9. What If I Believe that the Calculation of My Settlement Payment Is Incorrect?

If you believe that the calculations outlined in Question 7 are incorrect, you may dispute it by sending a letter to \*\*\*\*\* **[ADMINISTRATOR'S ADDRESS]** no later than \_\_\_\_\_, 2023. Be sure to include your name, address, telephone number, last four digits of your social security number for verification purposes, a statement what and why you are disputing the calculation of your settlement payment, and attaching a copy of any documentation you want to include to support your dispute. Class Counsel, Defendant's Counsel, and the Administrator will evaluate your documentation and/or evidence. The Administrator will decide who is right and its decision will be final.

#### 10. What Am I Giving Up to Get an Individual Settlement Payment?

Unless you request to be excluded from the Settlement, you remain part of the Settlement Class and that means

you cannot sue, continue to sue, or be part of any other lawsuit against Sunbelt and each of their present and former parents, affiliates, divisions and subsidiaries, acquired companies, and each of its respective present and former directors, officers, shareholders, agents, representatives, employees, partners, attorneys, insurers, predecessors, successors, assigns, affiliated companies and entities and any individual or entity that could be jointly liable with any of the foregoing (“Released Parties”), for the class claims arising in this case during the Class Period. Specifically, you will be giving up or “releasing” the class claims described below:

**Released Class Claims:** Providing there is final approval of this Settlement, then as of the date on which Defendant fully funds the Settlement (“Release Effective Date”), each Settlement Class Member, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and finally release and discharge the Released Parties, and each of them from the Released Class Claims. The Released Class Claims include all claims, rights, demands, liabilities, causes of action, and theories of liability that were or could have been alleged against any of the Released Parties for any and all claims for damages and or penalties under Labor Code §§ 201-203, 226, 226.3, 226.7, 510, 558, and 1194, the Private Attorneys General Act, Labor Code § 2698 *et seq.*, the California Industrial Welfare Commission’s (“IWC”) Wage Orders, and Business and Professions Code §§ 17200, *et seq.* based on the facts or claims as alleged in the respective First Amended Complaints in the Tebbs and Parker Actions, Plaintiff Tebbs’s January 8, 2020 notice submitted to the Labor Workforce Development Agency (the “LWDA”), or Plaintiff Parker’s September 20, 2021 notice submitted to the LWDA that accrued at any time during the Class Period. Settlement Class Members understand that this release includes unknown claims premised upon the above-referenced alleged violations and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code with respect to the Released Class Claims. That section provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

With respect to the Released Class Claims released by Settlement Class Members, the scope of the waiver of rights and benefits under Section 1542 of the California Civil Code as set forth in this paragraph is in no way intended by the Parties to extend to any claims beyond the Released Claims; rather, this waiver is intended to apply only to the Released Class Claims. The period of the Release shall mirror the Class Period and shall become effective upon final approval and judgment of the Settlement.

**Again, you will release the following PAGA claims against the Released Parties regardless of whether you opt-out:**

**Released PAGA Claims.** Providing there is final approval of this Settlement, then as of the date on which Defendant fully funds the Settlement, each Aggrieved Employee, individually and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs and personal representatives, shall fully and finally release and discharge the Released Parties, and each of them from the Released PAGA Claims. Released PAGA Claims include any and all claims for damages and or penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, based on the facts or claims as alleged in the respective First Amended Complaints in the Tebbs and Parker Actions, or Plaintiff Tebbs’s January 8, 2020 notice submitted to the Labor Workforce

Development Agency (the “LWDA”), or Plaintiff Parker’s September 20, 2021 notice submitted to the LWDA that accrued at any time during the PAGA Period.

#### 11. How Do I Exclude Myself from The Settlement?

To exclude yourself from the settlement, you must send a letter mailed to the Administrator at the address below and postmarked by \*\*\*\*, 2023. Your letter must include: (1) your name, address, telephone number, and last four digits of your social security number; (2) expressly state you wish to be excluded from this settlement with language to the effect of “I wish to be excluded from the Class Settlement in the *Tebbs v. Sunbelt Rentals Case*”; and (3) your signature. If your Request for Exclusion does not comply with any of these requirements, it will be rejected and you will remain a settlement class member.

If you ask to be excluded, you will not get the Individual Settlement Payment, and you cannot object to the settlement. You will not be legally bound by the Released Class Claims, above. You may be able to sue (or continue to sue) Defendants in the future. However, even if you ask to be excluded, you will be bound by the settlement of the PAGA claims and the Released PAGA Claims.

#### 12. If I Don’t Exclude Myself, Can I Sue Sunbelt?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. You must exclude yourself from this case to continue on your own lawsuit. Remember, the exclusion deadline is [REDACTED], 2023. If you do exclude yourself, you may sue, continue to sue, or be part of a different lawsuit against Defendant.

#### 13. How do I object to the Settlement?

If you are a Class Member, you can object to the settlement if you feel that the settlement is not fair. You can give reasons why you think the Court should not approve the settlement. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must: (a) clearly identify the case name and number (as *Tebbs v. Sunbelt Rentals, Inc.*, Case No. S-CV-0044313); (b) contain your name, address, and telephone number and; (c) state all legal and factual grounds for your objection; (d) be filed with the Superior Court of California, County of Placer, 10820 Justice Center Drive, Roseville CA 95678 (e) be signed by your and/or your legal representative; (f) be mailed to the Settlement Administrator at \*\*\*\*; and (d) be filed and postmarked on or before [REDACTED], 2023. If your objection does not comply with these requirements, you may not be permitted to raise any objections unless the Court permits you to do so.

#### 14. What Is the Difference Between Objecting And Excluding?

Objecting is telling the court that you believe that the terms of the settlement are not fair. You can object only if you stay in the Class. Excluding yourself is telling the court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement, if it is approved by the court.

You should not submit both an objection and request for exclusion. If you both exclude yourself from the settlement and object to it, your exclusion will be deemed valid and your objection will not be considered.

15. Do I have a lawyer in this case?

The court decided that Plaintiffs' counsel are qualified to represent you and all Class Members. These law firms are referred to as "Class Counsel." If you want to be represented by your own lawyer, you may hire one at your own expense. Class Counsel's information is as follows:

Larry W. Lee, Esq.  
DIVERSITY LAW GROUP  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071  
Telephone: (213) 488-6555  
Facsimile: (213) 488-6554  
Email: [lwlee@diversitylaw.com](mailto:lwlee@diversitylaw.com)

Edward W. Choi, Esq.  
LAW OFFICES OF CHOI & ASSOCIATES  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071  
Telephone: (213) 381-1515  
Facsimile: (213) 465-4885  
Email: [edward.choi@choiandassociates.com](mailto:edward.choi@choiandassociates.com)

Dennis S. Hyun  
HYUN LEGAL, APC  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071  
(213) 488-6555  
(213) 488-6554 facsimile  
[dhyun@hyunlegal.com](mailto:dhyun@hyunlegal.com)

William L. Marder  
POLARIS LAW GROUP  
501 San Benito Street, Suite 200  
Hollister, CA 95023  
Telephone: (831) 531-4214  
Facsimile: (831) 634-0333  
[bill@polarislawgroup.com](mailto:bill@polarislawgroup.com)

You may contact Plaintiffs' counsel or the Settlement Administrator (see section 18 below) if you have questions regarding this settlement.

16. How Will the Attorneys For The Class and Class Representative Be Paid?

Class Counsel will be up to 35% of the Gross Settlement Amount (currently estimated at \$332,500.00). Class Counsel will ask for actual litigation costs incurred not to exceed \$50,000.00, the actual amount of which will be determined by the Court at the Final Approval Hearing (see section 17 below for details). Class Members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, Enhancement Awards for Plaintiffs up to \$10,000.00 each, for a total of \$20,000.00 will be paid from the Gross Settlement Amount for her service and in exchange for a general release.

17. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

You are hereby notified that a Final Approval Hearing will be held before the Honorable Michael W. Jones, on                     , 2023 at                      a.m., in Department 3 of the Placer County Superior Court located at 10820 Justice Center Drive, Roseville, CA 95678, to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. The Court may adjourn or continue the hearing from time to time, without further notification to you, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all Class Members who have not requested exclusion will be deemed to have waived and released the Released Class and

PAGA Claims. You are not required to attend the Final Approval Hearing, but you are welcome to do so.

18. How Do I Get More Information?

This notice summarizes the proposed settlement. You can get more information on the Administrator's website at \*\*\*\*\*.

**WHAT IF I HAVE QUESTIONS?**

If you have any questions about the Settlement, you may contact the Settlement Administrator:

*Tebbs v. Sunbelt Rentals, Inc.*,  
c/o [Settlement Administrator]  
Address  
City, CA, Zip  
Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.