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Attorneys for Plaintiff RONALD MEJIA,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

RONALD MEJIA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SUNBELT RENTALS, INC., a North Carolina
Corporation; and DOES 1-10, inclusive,

Defendant.

Lead Case No. 22STCV10099

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 31, 2025
Time: 10:00 a.m.

Judge: Hon. William F. Highberger
Dept.: 10

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned *Mejia v.*
6 *Sunbelt Rentals, Inc.* matter. I am authorized to make this declaration on behalf of ILYM Group
7 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could
8 and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Class Action Settlement* (referred to as “Notice Packet”); (b) receiving and processing
18 requests for exclusion; (c) resolving Settlement Class Members’ disputes over the number of
19 workweeks Defendant has record of them working during the Class Period, which was pre-printed
20 on their individualized Notice Packet; (d) calculating individual settlement award amounts; (e)
21 processing and mailing settlement award checks; (f) handling tax withholdings as required by the
22 Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms;
23 (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and
24 (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to
25 perform.

26 4. On March 21, 2025, ILYM Group received the Court approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
28 which was approved by the Parties’ Counsel prior to mailing.

1 5. On April 4, 2025, ILYM Group received the class data file from Counsel for
2 Defendant, which contained the name, personnel number, social security number, last known
3 mailing address, last known email address, Class Impacted Pay Periods and PAGA Impacted Pay
4 Periods for each Settlement Class Member. The data file was uploaded to our database and checked
5 for duplicates and other possible discrepancies. The Class List contained 2,430 individuals.

6 6. As part of the preparation for mailing, all 2,430 names and addresses contained in
7 the Class List were then processed against the National Change of Address (“NCOA”) database,
8 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
9 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
10 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
11 address was found in the NCOA database, the updated address was used for the mailing of the
12 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
13 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

14 7. On April 21, 2025, the Notice Packet was mailed, via U.S First Class Mail, to all
15 2,430 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Notice Packet.

17 8. On May 1, 2025, the Notice Packet was emailed to all individuals with an available
18 email address.

19 9. As of the date of this declaration, 205 Notice Packets have been returned to our
20 office as undeliverable. ILYM Group performed a computerized skip trace on the 205 returned
21 Notice Packets that did not have a forwarding address, in an effort to obtain an updated address
22 for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 154 updated
23 addresses were obtained and the Notice Packets were promptly re-mailed to those Settlement Class
24 Members, via U.S First Class Mail.

25 10. As of the date of this declaration, a total of 154 Notice Packets have been re-mailed
26 as a result of ILYM Group’s skip tracing efforts.

27 11. As of the date of this declaration, a total of 51 Notice Packets have been deemed
28 undeliverable as no updated address was found, notwithstanding the skip tracing.

12. As of the date of this declaration, ILYM Group has received 1 request for exclusion from Mike Zellmer. The deadline to request exclusion from the Settlement was May 21, 2025.

13. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was May 21, 2025.

14. As of the date of this declaration, ILYM Group will report a total of 2,429 Participating Class Members, representing 99.96% of the 2,430 Settlement Class Members.

15. Participating Class Members will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of impacted pay periods worked by Class Members during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Award, Settlement Administration Fees to ILYM Group, LWDA and Aggrieved Employees allocation, e.g.,

Gross Settlement Fund	\$ 1,300,000.00
Class Counsel Fees	\$ 433,333.33
Class Counsel Litigation Costs	\$ 25,341.10
Enhancement Award – Ronald Mejia	\$ 7,500.00
Administration Fees	\$ 19,950.00
LWDA	\$ 97,500.00
Aggrieved Employees	\$ 32,500.00
Net Settlement Fund (estimated)	\$ 683,875.57

To determine a Participating Class Member's individual settlement award payment, the Net Settlement Fund will be divided by the total number of impacted pay periods worked by all Settlement Class Members during the Class Period, multiplied by the number of impacted pay periods worked by that Participating Class Member. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$281.43, with the estimated highest gross payment being \$714.67, and the estimated lowest gross payment being \$31.07. The Aggrieved Employees will receive an estimated average gross payment of \$16.75, with the estimated highest gross payment being \$30.36, and the estimated lowest gross payment being

1 \$2.17. Plaintiff Mejia's estimated Class gross payment is \$372.87 and estimated PAGA gross
2 payment is \$0.00.

3 16. ILYM Group's total fees and costs for services in connection with the administration
4 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
5 costs for completion of the settlement administration, are \$19,950.00. ILYM Group's work in
6 connection with this matter will continue with the calculation of the settlement award payments,
7 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
8 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
9 Group to perform.

10 I declare under penalty of perjury under the laws of the State of California and the United
11 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
12 was executed this 24th day of June 2025, at Tustin, California.

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EXHIBIT “A”

Mejia v. Sunbelt Rentals, Inc.
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
(CASE NO. 22STCV10099)

NOTICE OF CLASS ACTION SETTLEMENT

ILYM ID: «ILYMID»
ATTN: <<Contact>>
<<Address>>
<<City, State, Zip>>

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY \$<<EstSettAmt>>
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 Los Angeles County Superior Court authorized this notice.
This is not an advertisement or solicitation from a lawyer.**

- Ronald Mejia (“Mejia” or “Plaintiff”), a former employee, has sued Sunbelt Rentals, Inc. (“Defendant,” or “Sunbelt”) on behalf of himself 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 as a non-exempt employee and were paid Paid Time Off (“PTO”) (as denoted on your paystub as PTO) at any time from March 23, 2018 through July 28, 2024, you are eligible to receive payment from this class settlement.
- The settlement will resolve the Action.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING	You will automatically receive a payment from the settlement. 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.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: May 21, 2025)	If you <u>do not</u> wish to take part in the settlement, you may exclude yourself by sending to the Administrator a letter in accordance with Question 11 below. 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. <u>IMPORTANT: YOU CANNOT ASK TO BE EXCLUDED AND STILL GET A INDIVIDUAL SETTLEMENT PAYMENT.</u> 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.
You Can OBJECT TO THE SETTLEMENT (Deadline: May 21, 2025)	If you feel that the settlement is inadequate, you must file an objection with the court and mail your objection to the Administrator by May 21, 2025. You may also object by appearing at the final approval hearing. 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. IF YOU OBJECT TO THE SETTLEMENT, YOU CANNOT ALSO ASK TO BE EXCLUDED.

**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?

Plaintiff, as an individual and on behalf of Sunbelt's current and former non-exempt, California employees, alleges that Sunbelt violated California law because of its alleged failure to, among other things: (1) pay all overtime wages due; (2) record and pay sick leave; and (3) provide accurate wage statements. Plaintiff also contends 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?

Attorneys for Plaintiff / the Class Members:

JAMES HAWKINS APLC

James R. Hawkins, Esq.

Gregory Mauro, Esq.

Michael Calvo, Esq.

Lauren Falk, Esq.

Ava Issary, Esq.

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Email: Lauren@jameshawkinsaplc.com

Email: Ava@jameshawkinsaplc.com

Attorneys for Sunbelt:

SMITH, GAMBRELL & RUSSELL LLP

Yash B. Dave, Esq.

50 N. Laura Street, Suite 2600

Jacksonville, FL 32202

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Patrick J. Cain, Esq.

Theodore H. Dokko, Esq.

444 South Flower Street, Suite 1700

Los Angeles, CA 90071

Tel: (213) 358-7200; Fax: (213) 358-7300

Email: pcain@sgrlaw.com

Email: tdokko@sgrlaw.com

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 Mejia), 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 Los Angeles County Superior Court is in charge of the case. The Action is called *Mejia v. Sunbelt Rentals, Inc.*, Case No. 22STCV10099.

4. Why is There a Settlement?

The Court did not decide in favor of Plaintiff 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 Kristin Rizzo, an experienced and well-respected class action mediator. With Ms. Rizzo's guidance, the parties were able to negotiate a complete settlement of Plaintiff's individual and class claims. Counsel for Plaintiff 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 believes that the claims alleged in the lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Based on this, Class Counsel believes 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 Plaintiff's 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 Plaintiff.

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 PTO (as denoted on an employee's paystub with the pay code "PTO") at any time from March 23, 2018 through July 28, 2024 ("Class Period"), are 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 May 31, 2021 through July 28, 2024 ("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 Defendant of \$1,300,000.00 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 \$35,000.00; (b) Enhancement Award to Plaintiff not to exceed \$7,500.00, for his 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 33 1/3% of the Gross Settlement Amount (currently estimated at \$433,333.33); (d) Class Counsel's actual litigation costs and expenses as supported by declaration not to exceed \$30,000.00; (e) PAGA Penalty Payments to Aggrieved Employees totaling \$32,500.00; and (f) payment of \$97,500.00 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 "Impacted Pay Periods" that you have during the Class and PAGA Periods, subject to the following annual caps: for each calendar years from 2018 through 2023, each Class Member and/or Aggrieved Employee (individually) shall be entitled to a maximum of three (3) Impacted Pay Periods; and for calendar year 2024, each Class Member and/or Aggrieved Employee (individually) shall be entitled to a maximum of five (5) Impacted Pay Periods. The Net Settlement Amount shall be divided by the total number of Impacted Pay Periods for all Settlement Class Members, subject to applicable annual caps, during the Class Period. The result of this division shall yield an Impacted Pay Period 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 Impacted Pay Periods applicable to that Class Member by the Impacted Pay Period Payment Rate. Likewise, the Individual Settlement Payment to each Aggrieved Employee shall be determined based on the number of Impacted Pay Periods of the Aggrieved Employee, subject to applicable annual caps, during the PAGA Period. The 25% portion of the PAGA Penalty, or \$32,500, shall be divided by the total number of Impacted Pay Periods of all Aggrieved Employees, subject to applicable annual caps, during the PAGA Period. The result of this division shall yield an Impacted Pay Period 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 Impacted Pay Periods applicable to that Aggrieved Employee by the Impacted Pay Period 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 Impacted Pay Periods in the Class Period, as of this notice, is <<ClassPP>>. Your estimated Individual Settlement Payment is \$<<Est.ClassAmt>>.

[IF APPLICABLE] Your calculated Impacted Pay Periods in the PAGA period, as of this notice, is <<PAGAPP>>. Your estimated PAGA Penalty Payment is \$<<Est.PAGAAmt>>.

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 70% penalties and interest not subject to withholdings and 30% 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 ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781 no later than May 21, 2025. 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 attach 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, 246, 248.5, 510, 558, and 1194, the Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.* premised on Labor Code sections §§201-203, 226, 226.3, 246, 248.5, 510, 558, and 1194, the California Industrial Welfare Commission's ("IWC") Wage Orders, and Business and Professions Code §§ 17200, *et seq.* premised on Labor Code §§201-203, 226, 226.3, 246, 248.5, 510, 558, and 1194, the facts or claims as alleged in the respective Complaints premised on Labor Code §§201-203, 226, 226.3, 246, 248.5, 510, 558, and 1194, or Mejia's notice submitted to the Labor Workforce Development Agency (the "LWDA") under Labor Code §§201-203, 226, 226.3, 246, 248.5, 510, 558, and 1194, 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 penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, based on the facts or claims as alleged in

the respective Complaints premised on Labor Code §§201-203, 226, 226.3, 246, 248.5, 510, 558, and 1194, or Mejia's notice submitted to the LWDA premised on Labor Code §§201-203, 226, 226.3, 246, 248.5, 510, 558, and 1194, 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 May 21, 2025. 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 *Mejia 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) Defendant 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 May 21, 2025. 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 *Mejia v. Sunbelt Rentals, Inc.*, Case No. 22STCV10099); (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 Los Angeles, 312 North Spring Street, Los Angeles, CA 90012 (e) be signed by your and/or your legal representative; (f) be mailed to the Settlement Administrator at P.O. Box 2031, Tustin, CA 92781; and (d) be filed and postmarked on or before May 21, 2025. 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 Plaintiff's Counsel are qualified to represent you and all Class Members. This law firm is 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:

JAMES HAWKINS APLC

James R. Hawkins, Esq.

Gregory Mauro, Esq.

Michael Calvo, Esq.

Lauren Falk, Esq.

Ava Issary, Esq.

9880 Research Drive, Suite 200

Irvine, CA 92618

Tel.: (949) 387-7200
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Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

You may contact Plaintiff's 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 33 1/3% of the Gross Settlement Amount (currently estimated at \$433,333.33). Class Counsel will ask for actual litigation costs incurred not to exceed \$30,000.00, 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, an Enhancement Award for Plaintiff up to \$7,500.00 will be paid from the Gross Settlement Amount for his 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 William F. Highberger, on July 31, 2025 at 10:00 a.m., in Department 10 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012, 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 www.ilymgroup.com/sunbeltrentals.

WHAT IF I HAVE QUESTIONS?

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

Mejia v. Sunbelt Rentals, Inc.,
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Toll-Free Phone Number: (888) 250-6810

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