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Attorneys for Plaintiff and the proposed class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

JEFFREY HUANG QIXIAN, an individual,
on behalf of himself, others similarly situated,
and on behalf of the State of California, as a
private attorney general,

PLAINTIFF,

v.

GITIBIN & ASSOCIATES, INC., DBA GO
RENTALS; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 22CV020833

[Case Assigned for All Purposes to Hon. Noel
Wise in Dept. 21]

**DECLARATION OF LIANE
KATZENSTEIN LY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Motion for
Preliminary Approval of Settlement,
Declaration of Jeffrey Huang Qixian, and
[Proposed] Order Thereon]*

Date: October 15, 2024

Time: 1:30 PM

Dept.: 21

Reservation Number: 568901662595

Complaint Filed: October 31, 2022

Trial Date: None Set

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I, Liane Katzenstein Ly, state and declare as follows:

1. I am an attorney admitted before all courts of the State of California and a partner in the law firm of Kingsley Szamet & Ly, counsel of record for Plaintiff in this action. I am completely familiar with the present litigation, including the pleadings, discovery, and filings submitted in this matter. I make this Declaration from my own personal knowledge, and, if called upon, I could and would competently testify to the following.

2. I graduated from Florida State University in 2005 with a degree in English. I graduated from University of California, Davis School of Law in 2008. I am admitted to practice before the following Courts: United States District Court, Northern, Southern, Eastern, and Central of California; all of California State Courts.

3. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval of the Class Action Settlement in the above-captioned case.

RELEVANT PROCEDURAL HISTORY

4. On October 31, 2022, Plaintiff filed the operative Class and Representative Action Complaint alleging causes of action for: (1) failure to pay wages and/or overtime; (2) failure to provide lawful meal breaks; (3) failure to provide accurate itemized wage statements; (4) waiting time penalties; (5) unfair business practices; and (6) penalties pursuant to Labor Code § 2699 the Private Attorneys General Act (“PAGA”) for the above-mentioned violations.

5. On August 24, 2022, Plaintiff sent a notice letter, pursuant to Labor Code § 2699 (to the Labor Workforce Development Agency (“LWDA”) regarding his intent to seek civil penalties for the same Labor Code violations above, under Labor Code § 2699, et seq.

6. Defendant provided Plaintiff's counsel with a copy of an arbitration agreement signed by Plaintiff during his employment with Defendant.

7. On December 7, 2022, Defendant filed a motion to Compel Arbitration, which was denied by the Court on February 21, 2023.

8. On June 26, 2024, as a part of the settlement, Plaintiff submitted an amended notice letter to the LWDA and sent to Defendants, as proscribed by the Code, adding an additional claim

1 for Defendant's alleged failure to properly pay sick pay in violation of Labor Code §§ 245.5 and
2 246.

3 9. On September 11, 2024, Plaintiff filed a First Amended Class and Representative
4 Action Complaint ("FAC") adding a claim for failure to properly pay sick pay in violation of Labor
5 Code §§ 245.5 and 246. The FAC is the Operative Complaint in the Action. (Hereafter, the
6 "Action").

7 **THE DISCOVERY PROCESS**

8 10. The Parties briefly engaged in formal discovery but focused their efforts on
9 resolving this case through early mediation.

10 11. Plaintiff served his first set of Special Interrogatories and Requests for Production
11 of Documents on May 18, 2023, and Defendant served its objections and responses to this
12 discovery on July 12, 2023.

13 12. On March 13, 2024, the Parties participated in an all-day mediation presided over
14 by Hon. Terry A. Green (Ret.) which led to this Agreement to settle the Action.

15 13. For purposes of mediation, Defendant produced time and pay data as well as
16 employee files.

17 14. As such, the Parties engaged in extensive informal discovery that allowed the
18 Parties to fully investigate the claims at issue and understand their strengths and weakness.

19 15. Defendant denies any liability or wrongdoing of any kind associated with the claims
20 alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends
21 that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or
22 representative action treatment. Defendant contends, among other things, that, at all times, it has
23 complied with the California Labor Code, and the Industrial Wage Commission Orders.

24 16. Based on their own independent investigation and evaluation, Class Counsel is of
25 the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best
26 interest of the settlement classes in light of all known facts and circumstances, including the risk
27 of significant delay, defenses asserted by Defendant, uncertainties regarding a class and
28 representative action trial on the merits, and numerous potential appellate issues. Although

1 Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of
2 litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle,
3 compromise and discharge all disputes and claims arising from or relating to the Action on the
4 terms set forth here.

5 **THE PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED FOR**
6 **SETTLEMENT PURPOSES**

7 17. Plaintiff maintains that the proposed Settlement Class is ascertainable for several
8 reasons: First, Defendant has agreed in the Settlement to provide a class list to the Claims
9 Administrator containing the full name, last known mailing address, last known telephone number,
10 social security number, and dates of termination for any Settlement Class Member terminated on
11 or after October 31, 2019; and the number of PAGA Pay Period and Wage Statement Workweeks
12 for all putative class members after issuance of the preliminary approval order.

13 18. Second, Settlement Class Member consist of Defendant's hourly employees, and
14 Defendant is required to keep records of its hourly employees' names, home addresses, and social
15 security numbers. (*See* Wage Order 5-2001, subsection 7(c))

16 19. Third and finally, Defendant informally produced employee time and payroll
17 records and employment policies and procedures for Settlement Class Members containing class
18 member contact information, which confirms that all Settlement Class Member may be readily
19 identified based on Defendant's records.

20 20. Here, the proposed Settlement Class contains, based upon information and belief,
21 approximately 248 hourly non-exempt employees in the State of California.

22 21. Therefore, Plaintiff is confident he will be able to establish that the proposed
23 Settlement Class is ascertainable and sufficiently numerous.

24 22. Here, Plaintiff argues that there are questions of law and fact common to the
25 proposed Settlement Class that predominate over any questions affecting only individual Class
26 Members.

27 23. These common questions include:

28 1) Whether Defendant failed to pay all wages and/or overtime compensation;

- 2) Whether Defendant failed to provide lawfully required meal periods and/or failed to compensate employees one (1) hour's wages in lieu thereof;
- 3) Whether Defendant failed to properly pay sick pay;
- 4) Whether Defendant failed to provide accurate itemized wage statements;
- 5) Whether Defendant failed to pay compensation due and owing upon termination of employment;
- 6) Whether Defendant engaged in unfair competition; and,
- 7) Whether Defendant violated § 2699, et seq. of the Labor Code by engaging in the acts previously alleged.

24. Defendant maintained a company handbook containing uniform meal and rest break policies for all hourly employees.

25. Plaintiff's challenge to Defendant's uniform practices involves common factual and legal issues that are amenable to class treatment.

26. Here, Plaintiff maintains that the proposed Settlement Class Members suffered the same injuries, in the same manner: (1) Settlement Class Members were not properly paid all wages/overtime; (2) Settlement Class Members did not receive their meal periods as required; (3) Settlement Class Members were not provided accurate itemized wage statements; (4) Settlement Class Members were not properly paid their sick pay; and (5) Settlement Class Members were not paid all wages owed upon termination/resignation.

27. Plaintiff worked as an hourly employer as a car detailer for Defendant

28. Plaintiff alleges that he: (1) worked without being paid all wages and/or overtime; (2) worked without being provided meal periods as required by law; (3) worked without being paid proper sick pay; (4) worked without being provided accurate itemized wage statements; and (7) worked without being paid all wages due upon separation. He also alleges that he experienced derivative claims for unfair business competition (B&P Code §17200) and Labor Code §2699, et seq.

29. Plaintiff also contends that his claims are typical of those of the Settlement Class.

30. Plaintiff believes that he is capable of fairly representing and adequately protecting the interests of the proposed Settlement Class Members.

1 31. The members of the proposed Settlement Class all worked for Defendant during
2 the relevant time period and incurred the same type of alleged damages with regard to Defendant's
3 alleged violations of the law.

4 32. Moreover, Plaintiff has agreed to serve as Class Representative and has retained
5 qualified Counsel who is experienced in prosecuting wage and hour class actions.

6 33. This demonstrates his commitment to bringing about the best possible results for
7 the benefit of the proposed Settlement Class.

8 34. Plaintiff has provided his Counsel with all necessary and pertinent information.

9 35. Plaintiff has been a very active participant in the litigation including having
10 frequent contact with Settlement Class Members, responding to formal discovery, and working
11 closely with Class Counsel to develop the theories of liability. He also made himself available for
12 the full-day mediation in this matter and was informed of and involved in all of the Settlement
13 negotiations.

14 36. Therefore, Plaintiff believes that he has and will continue to adequately represent
15 the proposed Settlement Class Members.

16 37. In this regard, the superiority of class treatment is evident here because individual
17 pursuit of class members' claims may not be economically viable.

18 38. The only alternative to certification would be to force over 248 employees to join
19 this action, file individual, uniform actions, or abandon their legal rights altogether.

20 39. Plaintiff maintains that this economic reality would result in a windfall for
21 Defendant if this case were not certified.

22 **THE PROPOSED SETTLEMENT**

23 40. For purposes of Settlement, the settlement class is defined as: "all non-exempt,
24 hourly workers who were employed by Gitibin & Associates, Inc, dba Go Rentals in California at
25 any time from October 31, 2018 through and including the Preliminary Approval Date, or May 13,
26 2024, whichever comes earlier, and who executed the same arbitration agreement as Plaintiff or
27 did not execute an arbitration agreement." ("Settlement Class Members" or "Settlement Class")
28 The "Settlement Class Members" specifically excludes any employee who previously brought a

lawsuit against Gitibin & Associates, Inc., dba Go Rentals and which subsequently resulted in settlement.

41. The Settlement Class shall not include any person who submits a timely and valid Request for Exclusion as provided in this Agreement, or any person who previously released the Released Claims under a separate agreement.

42. The Class Period is October 31, 2018, through May 31, 2024.

43. As of March 13, 2024 (the date of mediation), and based on documents and other information produced by Defendant, there are approximately 248 Settlement Class Members.

44. For purposes of Settlement, the Aggrieved Employees are defined as: “any Settlement Class Member employed in California at any time from August 24, 2021 through and including the Preliminary Approval Date, or May 13, 2024, whichever comes earlier.”

45. The Aggrieved Employee Period is August 24, 2021, through May 13, 2024.

46. As detailed fully in the Settlement, the Settlement provides for Defendant to pay a Gross Settlement Amount of \$500,000.00, which includes the sum of the Individual Settlement Payments, the Class Representative Enhancement award, the Class Counsel Award, PAGA Allocation, and the Claims Administrator Costs.

47. The Net Settlement Amount is the Gross Settlement Amount, less Class Counsel Award, Class Counsel Costs, Class Representative Enhancement Award, PAGA Allocation, and Claims Administrator Costs.

48. Pursuant to the Payment Formula, overtime and meal period violations are weighted more heavily than putative Reimbursement Class Members, and waiting time penalties are weighted the most.

49. This allocation is because the wage claims and the waiting time penalties were the driving force for the settlement.

KULLAR ANALYSIS

50. The proposed settlement satisfies each of these factors.

51. Class Counsel conducted extensive formal and informal discovery before entering into meaningful settlement negotiations in this matter. This discovery permitted Class Counsel to

1 fairly evaluate the strength of the case and the risks associated with ongoing litigation.

2 52. Class Counsel is experienced in handling wage and hour class actions and, after
3 weighing all of the following factors, supports this Settlement.

4 a) The Risks Associated with the Overtime Claim

5 53. Plaintiff, the Proposed Class, and aggrieved employees were not paid at the proper
6 corresponding rate for all hours worked, including overtime. Defendant failed to include all
7 nondiscretionary “bonus” compensation when calculating their regular rate for the purpose of
8 determining the correct overtime rates in pay periods in which they were paid non-discretionary
9 “bonus” compensation and were also paid overtime.

10 54. Plaintiff felt confident that the regular rate claim would be certified, but the value
11 of that claim was small.

12 b) The Risks Associated with the Meal Break Claim

13 55. Here, when meal period premiums are provided, Defendant has had a consistent
14 policy of paying meal period premiums at the base rate and not the blended rate in accordance with
15 violation of California state wage and hour laws.

16 56. However, upon review of the data by Plaintiff’s expert, it appears that Defendant
17 began “true-ups” in or around October 2021 for meal premiums. Due to this late attempt to cure
18 its violations, there are employees prior to October 2021 who did not receive any true-up payments.

19 57. Plaintiffs felt confident that this claim would be certified, but the value of this claim
20 was also not as high in light of the “true-ups.”

21 c) The Risks Associated with the Inaccurate Wage Statement Claim

22 58. As a result of the wages and overtime and meal and sick pay claims alleged above,
23 Defendant engaged in a practice of failing to provide Plaintiff, proposed class members, and all
24 aggrieved employees accurate itemized wage statements listing accurate total hours worked, all
25 applicable hourly rates in effect during the pay period and the corresponding number of hours
26 worked at each hourly rate, and premium pay, in violation of Labor Code section 226(a).

27 59. This is a derivative claim.

28 d) The Risks Associated with the Sick Pay Claim

1
2 60. Here, Defendant has failed to properly pay sick pay at the accurate rate of pay.

3 61. Plaintiff was confident that this claim would be certified, but the dollar value is not
4 as high.

5 e) The Risks Associated with the Waiting Time Penalty Claim

6 62. Here, some Class Members, including Plaintiffs, are no longer employed by
7 Defendants.

8 63. Plaintiffs contends that Defendants have failed to pay employees wages
9 immediately or within 72 hours of termination and/or resignation by not paying all meal period
10 premiums owed and wages.

11 64. Therefore, under California Law, Plaintiffs contends that “waiting time” penalties
12 would be triggered for each former employee in the class.

13 65. The risk analysis for the section 203 claim flows from the risk analysis for the
14 underlying wage claims discussed above.

15 d) The Risks Associated with the PAGA Claim

16 66. The Parties discounted the PAGA claim for multiple reasons. First, the aggrieved
17 employees’ PAGA claims are derivative of all the foregoing class claims.

18 67. Second, a court has discretion to award less than the maximum penalty.

19 68. Finally, the Settlement Class is compensated for these violations in the proposed
20 Settlement, and thus any PAGA recovery for these same violations would be duplicative. As such,
21 the Settlement’s contemplated PAGA payment of \$10,000.00 is appropriate.

22 69. There is significant expense associated with the class certification process, which
23 the Parties can avoid by entering into the contemplated Settlement now.

24 70. If the Court did eventually certify a meal or wage statement class, trial of a case
25 involving approximately 248 Settlement Class Members would require the retention of expensive
26 expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the
27 parties.

28 71. Moreover, given the complexity and unsettled nature of the issues in this case it is

1 likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal
2 would result in further delay for the Settlement Class Members who are waiting for a resolution in
3 this matter.

4 72. This case has not been certified to be tried as a class action. While Plaintiff believes
5 there is strong evidence to support certification of several possible subclasses, certification is
6 always hard fought and subject to judicial discretion. Moreover, in class actions, decertification
7 is always a possibility. In attempting to certify a class, the parties would need to conduct multiple
8 depositions, including of the Class Representative and of several person(s) most knowledgeable
9 regarding Defendant's meal and wage policies. There is a risk for both sides as to what these
10 depositions will reveal and whether they will support class certification to the extent expected.

11 73. It was very difficult for the Parties to reach this Settlement of \$500,000.00.

12 74. This Settlement is the result of adversarial, non-collusive, and arms-length
13 negotiations. The Parties arrived at it after extensive investigation and discovery, careful
14 evaluation of the law, risks, and all information substantiating the amount of penalties reasonably
15 likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance
16 of an experienced mediator.

17 75. Plaintiff assessed full value of the Overtime claim, without any discount, at
18 approximately \$17,866.00.

19 76. This was determined by analyzing the pay data and identifying the pay periods and
20 wages not blended accurately.

21 77. The full value of the Meal Period claim, without any discount, was approximately
22 \$76,226.00.

23 78. This amount was determined by identifying late, missed, or short breaks in the time
24 data.

25 79. For the reasons above, Plaintiff determined that accepting a discount of the full
26 amount was appropriate.

27 80. With regard to the Sick Pay Claim analysis, Plaintiff identified \$61,381 in sick pay
28 that was not calculated at the correct rate of pay.

1 81. Plaintiff valued the Wage Statement Claim, without discount, at \$785,500.

2 82. Plaintiff used \$100 for each wage statement issued (pay period).

3 83. This figure is overstated because Labor Code §226(e)(1) uses \$50 for the initial
4 pay period (not \$100) and puts a \$4,000 cap on wage statement penalties per employee.

5 84. Additionally, not every pay period would have a violation.

6 85. Due to the risk discussed above that 226(a) liability wouldn't attach a steep
7 discount of this claim was fair for settlement purposes.

8 86. Plaintiff valued the Waiting Time Claim at \$704,315.

9 87. Considering the derivate nature of Labor Code §203 and the dispute over whether
10 class members were owed any wages, Plaintiff determined that accepting a discount on this claim
11 was appropriate.

12 88. Finally, Plaintiff calculated the value of the PAGA claim at \$916,300.00. The
13 PAGA pay periods associated with the Waiting Time claim amounted to \$16,500.00. The PAGA
14 pay periods associated with the meal break claims amounted to \$21,000.00. The PAGA pay
15 periods associated with the wage statement claims amounted to \$801,300.00. Finally the PAGA
16 pay periods associated with the sick pay claim amounted to \$77,500.00. These amounts were
17 calculated by multiplying the number of pay periods where each violation occurred for each claim
18 by \$100.00.

19 89. The main risk taken into account with PAGA is the discretionary nature of the
20 penalty award.

21 90. A judge can award the statutory maximum of \$100 for the initial violation and
22 \$200 thereafter or – in theory – one cent per wage statement.

23 91. While there is a dearth of available authority, in Plaintiff's view, were he to
24 succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also
25 award a large amount of penalties of top of any damages recovered.

26 92. Per Plaintiff's assessment, the maximum potential value of all of Plaintiff's and the
27 Settlement Class Members' claims was approximately \$2,561,588.

28 93. The value of the wage claims, without any penalties, was \$155,473.00.

1 94. However, as a result of the forgoing risks on the merits, Class Counsel believes the
2 Gross Settlement Amount of \$500,000.00 is fair and reasonable.

3 **ATTORNEY COMPETENCE**

4 95. Kingsley Szamet & Ly is experienced in prosecuting employment litigation, and
5 since 2000 we have focused our practice on wage, hour, and working condition violations. My
6 firm is well versed in class action litigation and has diligently and aggressively pursued this action.
7 Kingsley Szamet & Ly currently serves as class counsel for several dozens of pending class action
8 lawsuits in Northern, Central, Eastern, and Southern California in both State and Federal Court.
9 Below is a small, but representative sampling of wage and hour cases handled by my firm:

- 10 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
11 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
12 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- 13 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
14 December 2005, Honorable Rita Miller granted final approval of Settlement in the
15 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- 16 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
17 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
18 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 19 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
20 2008, the Honorable Mary Thornton House granted final approval of Settlement in
21 the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of
22 33 1/3%.
- 23 e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
24 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
25 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of
26 33.3%.
- 27 f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In
28 March 2012, the Honorable James P. Kleinberg granted final approval of

1 Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys'
2 fees request of 33.3%.

3 g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.
4 BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund
5 granted final approval of Settlement in the gross amount of \$4,700,000.00, and the
6 court granted attorneys' fees request of 38%.

7 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
8 2014, the Honorable William F. Highberger granted final approval of Settlement in
9 the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of
10 33.33%.

11 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
12 00705 AWIJLT). This certified class action was approved for final settlement by
13 the Honorable Anthony W. Ishii in October 2015, in the gross amount of
14 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.

15 j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super.
16 Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement
17 in the gross amount of \$995,000.00, and the court granted attorney's fees request
18 of 33.33%.

19 k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016
20 after a class trial with a verdict in the class's favor, the Honorable Daniel P.
21 Maguire, awarded Kingsley Szamet & Ly and co-counsel \$996,232.72 in attorney's
22 fees.

23 l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In
24 June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the
25 gross amount of \$2,000,000.00, and the court granted attorney's fees request of
26 33.33%.

27 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter was
28 proposed for final settlement by the Honorable Richard L. Fruin on February 19,

2016, in the gross amount of \$5,250,000.

n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).

The matter was approved for final settlement by the Honorable Lee Smally Edmund in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of 38%.

o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The matter was approved for final settlement by the Honorable Anthony W. Ishii in November 2017, in the gross amount of \$6,100,000.00, plus interest, with attorney's fees benchmark award of \$1,525,000.

p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-15-101333). The matter was approved for final settlement before the Hon. Stephen D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with attorneys' fees request of 33.33%.

96. Kingsley Szamet & Ly filed its first class certification motion in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2012, Kingsley Szamet & Ly has moved for class certification in 15 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

a. *Lewis v. Collabrus, Inc.*, Santa Clara County Superior Court (109CV-142927), approved for Class Certification in 2011.

b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley Szamet & Ly as class counsel).

c. *Amaro, et al v. Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley Szamet & Ly as class counsel).

d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,

1 filed January 27, 2015) (court granted contested class certification and appointed
2 Kingsley Szamet & Ly as class counsel).

3 e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214).
4 contested class certification granted in June 2020.

5 f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court
6 (BCV-16-102833), contested class certification granted in 2018.

7 g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544),
8 contested class certification granted in June 2020.

9 h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876),
10 contested class certification granted in August 2020.

11 97. Class Counsel is experienced in the handling of wage and hour class actions and
12 supports this Settlement. Based on its analysis, Class Counsel believes that this settlement is fair
13 and reasonable and in the best interest of the Class.

14 98. The proposed plan of allocation compensates Settlement Class Members pro rata
15 based on the number of work weeks worked by the Settlement Class Member during the Class
16 Period, and weight is given the claims that were the most impactful for the Class.

17 **SERVICE AWARD TO THE CLASS REPRESENTATIVE**

18 99. The Class Representative is entitled to an enhancement for his valiant effort and
19 time expended in this matter. The time spent by Jeffrey Huang Qixian is significant and includes
20 researching and retaining competent counsel; providing information to Class Counsel regarding
21 the nature of the work at Defendant; compiling relevant documents; working closely with Class
22 Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the
23 status of the case with Class Counsel; discussing the case via telephone with many Settlement
24 Class Members; providing formal discovery responses; making himself available for a full-day of
25 mediation; and responding promptly to Class Counsel's communications regarding settlement.

26 100. As set forth in the Settlement, Plaintiff will also be entering into a general release
27 of liability pursuant to Civil Code Section 1542.

28 101. Class Counsel considers this to be a fair and reasonable enhancement. The

1 enhancement takes into consideration the time, effort, and expense incurred by Plaintiff in coming
2 forward to litigate this matter on behalf of all Settlement Class Members. Plaintiff will provide a
3 detailed declaration with the Final Approval Motion detailing his participation and further
4 justification for the enhancement.

5 **SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY**

6 102. Proof of submission of Plaintiff's Motion, all related documents, and copy of the
7 email from the LWDA confirming receipt is attached to the Declaration of Liane Katzenstein Ly
8 as Exhibit "2."

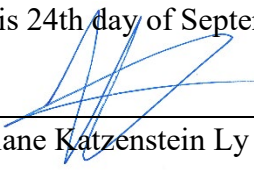
9 **EXHIBITS**

10 103. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed
11 Stipulation of Class Action and PAGA Settlement and Release ("Settlement").

12 104. Attached hereto as Exhibit "2" is a true and correct copy of the proof of submission
13 of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming
14 receipt.

15 I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct.

17 This Declaration was executed this 24th day of September, 2024, in Encino, California.

18
19 

Liane Katzenstein Ly

EXHIBIT "1"

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aggrieved employees

[Additional Counsel on next page]

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

JEFFREY HUANG QIXIAN, an
individual, on behalf of himself, others
similarly situated, and on behalf of the
State of California, as a private attorney
general,

Plaintiff,

v.

GITIBIN & ASSOCIATES, INC., DBA
GO RENTALS; and DOES 1 thru 50,
inclusive,

Defendant.

CASE NO. 22CV020833
Assigned to Hon. Noël Wise, Dept. 21

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE**

Complaint Filed: October 31, 2022

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Attorneys for Plaintiff, the Proposed Class, and all aggrieved employees

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

IT IS HEREBY STIPULATED, by and between Plaintiff JEFFREY HUANG QIXIAN, on behalf of himself, the Settlement Class Members, and all aggrieved employees on the one hand, and Defendant GITIBIN & ASSOCIATES, INC., DBA GO RENTALS ("Defendant") on the other hand, and subject to the approval of the Court, that the above-captioned action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement").

1. DEFINITIONS

Capitalized terms used in this Settlement shall have the meanings set forth below:

1.1. "Action" means the lawsuit entitled *JEFFREY HUANG QIXIAN, an individual, on behalf of himself, others similarly situated, and on behalf of the State of California, as a private attorney general, v. GITIBIN & ASSOCIATES, INC., DBA GO RENTALS, and DOES 1 through 50* (Superior Court of the State of California, For the County of Alameda, Case No. 22CV020833 ("Action").

1.2. "Claims Administrator" means and refers to Phoenix Settlement Administrators agreed to by the Parties, who will provide the notices to the Settlement Class Members and Aggrieved Employees and distribute the settlement amounts as described in this Settlement.

1.3. "Claims Administration Costs" means the amount to be paid to the third-party Claims Administrator from the Gross Settlement Amount for the administration of the Settlement. The Parties agree to allocate approximately Ten Thousand Dollars and No Cents (\$10,000.00) of the Gross Settlement Amount for Claims Administration Costs. If the Parties' actual Claims Administration Costs exceed \$10,000, this amount shall be adjusted, and any difference shall be paid from the Gross Settlement Amount. If the requested Claims Administration Costs is not approved and/or reduced by the Court, that amount shall be returned to the Net Settlement Amount to be distributed to the Class members.

1.4. "Class Counsel" means Eric B. Kingsley, Liane Katzenstein Ly, and Jessica Bulaon of Kingsley Szamet & Ly.

1.5. "Class Counsel Award" means reasonable attorneys' fees for Class Counsel's

1 litigation and resolution of the Action in a maximum amount of One Hundred Sixty-Six Thousand
2 Six Hundred Fifty Dollars and No Cents (\$166,666.66) (33-1/3 % of the Gross Settlement
3 Amount). The Court shall determine the amount of the Class Counsel Award, and it shall be paid
4 from the Gross Settlement Amount. Any portion of the requested Class Counsel Award that is not
5 awarded to Class Counsel shall be part of the Net Settlement Amount.

6 1.6. "Class Counsel Costs" means expenses incurred by Class Counsel for Class
7 Counsel's litigation and resolution of the Action, not to exceed Twenty Thousand Dollars and No
8 Cents (\$20,000.00). The Court shall determine the amount of the Class Counsel Costs, and it shall
9 be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Costs
10 that is not awarded to Class Counsel shall be part of the Net Settlement Amount.

11 1.7. "Class Information" means information regarding Settlement Class Members that
12 Defendant will in good faith compile from its records and provide to the Claims Administrator.
13 Class Information shall be provided as a Microsoft Excel spreadsheet and shall include, for each
14 Settlement Class Member the following: Settlement Class Member's full name; last known
15 address; last known home telephone number; social security number; the dates of termination for
16 any Settlement Class Member terminated on or after October 31, 2019; and the number of PAGA
17 Pay Periods and Wage Statement Workweeks. Because social security numbers are included in
18 the Class Information, the information shall be produced subject to a protective order entered by
19 the Court, for which the Claims Administrator shall, pursuant to that protective order or otherwise
20 by agreement with Defendant, maintain the Class Information in confidence; access shall be
21 limited to those with a need to use the Class Information as part of the administration of the
22 Settlement; and transmission shall be through use of a secure link created and maintained by the
23 Claims Administrator.

24 1.8. "Class Period" means the period from October 31, 2018 through and including the
25 Preliminary Approval Date, or May 13, 2024, whichever comes earlier.

26 1.9. "Aggrieved Employee Period" means the period from August 24, 2021 through and
27 including the Preliminary Approval Date, or May 13, 2024, whichever comes earlier.

28 1.10. "Class Representative Enhancement Award" means the amount that the Court

1 authorizes to be paid to Plaintiff, not to exceed Ten Thousand Dollars and No Cents (\$10,000.00)
2 in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Class Action
3 Case. The Class Representative Enhancement Award shall be paid from the Gross Settlement
4 Amount. Any portion of the requested Class Representative Enhancement Award that is not
5 awarded to Plaintiff shall be part of the Net Settlement Amount.

6 1.11. "Compensable Work Weeks" means the number of work weeks worked by each
7 Settlement Class Member during the Class Period.

8 1.12. "PAGA Pay Periods" means the number of pay periods worked by each Aggrieved
9 Employee during the Aggrieved Employee Period.

10 1.13. "Court" means the Superior Court of the State of California for the County of
11 Alameda.

12 1.14. "Defendant" means Gitibin & Associates, Inc. DBA Go Rentals and all of its
13 affiliated entities, related entities, owners, officers, directors, members, parents, subsidiaries,
14 affiliates, employees, agents, successors and assigns.

15 1.15. "Defense Counsel" means David L. Cheng and Min K. Kim of Ford & Harrison,
16 LLP.

17 1.16. "Effective Date" means the latest of the following dates: (i) the date upon which
18 the Court grants final approval of the Settlement if no Settlement Class member files an objection
19 to the Settlement; or (ii) three (3) calendar days after the deadline to file an appeal of the final
20 approval order, if no appeals are filed; or (iii) if a timely appeal is initiated, the Effective Date shall
21 be three (3) calendar days after any appeal is dismissed or the settlement is affirmed after an appeal,
22 and the final approval order is not subject to further appeal.

23 1.17. "Employee Taxes" means the employee's share of any and all applicable federal,
24 state, and local payroll taxes on the portion of Participating Class Members' Individual Settlement
25 Payment that constitutes wages. The Employee Taxes will be paid out of the Net Settlement
26 Amount.

27 1.18. "Employer Taxes" means the employer's share of any and all applicable federal,
28 state, and local payroll taxes on the portion of Participating Class Members' Individual Settlement

1 Payment that constitute wages. The Employer Taxes will be paid by Defendant, and not out of the
2 Gross Settlement Amount or Net Settlement Amount.

3 1.19. "Final Approval Hearing" means the hearing held on the motion for final approval
4 of the Settlement.

5 1.20. "Final Approval Date" means the date on which the Court grants final approval of
6 the Settlement.

7 1.21. "Final Judgment" means the Court's entry of an order of judgment in the Action
8 following the Court's final approval of the Settlement.

9 1.22. "Gross Settlement Amount" means the maximum amount Defendant shall have to
10 pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all
11 Individual Settlement Payments to Participating Class Members, Class Counsel Award, Class
12 Counsel Costs, Claims Administrator Costs, Class Representative Enhancement Award, and the
13 PAGA Allocation. Subject to Court approval and the terms of this Settlement, the Gross
14 Settlement Amount Defendant shall be required to pay is Five Hundred Thousand Dollars and No
15 Cents (\$500,000.00). No portion of the Gross Settlement Amount will revert to Defendant, and
16 the Settlement does not require Participating Class Members to submit claims as a prerequisite to
17 receiving their Individual Settlement Payment. The Gross Settlement Amount is based on a
18 calculation of an estimated 17,791 Compensable Work Weeks as of March 13, 2024 and an
19 estimated 8,013 PAGA Pay Periods as of March 13, 2024. To the extent that the Compensable
20 Work Weeks or PAGA Pay Periods as of March 13, 2024 increases by more than 10%, Defendant
21 will have the option to increase the Gross Settlement Amount proportionately. For example, if the
22 number of Compensable Work Weeks between October 31, 2018 and March 13, 2024 increases
23 by 12%, then Defendant shall increase the Gross Settlement Amount by 12%. If Defendant
24 declines to do so, Plaintiff will have the option to terminate the Settlement in its entirety and the
25 Parties will be returned to their respective positions as if no settlement had been contemplated.
26 Plaintiff shall communicate his decision to rescind the Settlement Agreement in writing to the
27 Claims Administrator and Defense Counsel within seven (7) calendar days after the date on which
28 the Claims Administrator communicates to the Parties that the Plaintiff's Right to Rescind Clause

has been triggered. Defendant shall have the option to preempt Plaintiff's right to rescind by increasing the Gross Settlement Amount on a proportional basis. Under no other circumstances shall Defendant be required to pay more than the Gross Settlement Amount except as provided for in this Settlement.

1.23. "Individual Settlement Payment" means the amount payable to each Participating Class Member, as calculated pursuant to Paragraph 3.22 of the Settlement, from the Net Settlement Amount. Checks for Individual Settlement Payments will specifically indicate that they are void if not negotiated within one hundred eight (180) days of their issuance.

1.24. "PAGA Allocation" means Ten Thousand Dollars and No Cents (\$10,000.00) for the compromise of claims for civil penalties brought under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

1.25. "LWDA PAGA Allocation" means Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), representing 75% of the PAGA Allocation, and is the amount payable from the Gross Settlement Amount to California's Labor & Workforce Development Agency.

1.26. "Aggrieved Employee Settlement Payment" means the amount payable to each Aggrieved Employee, as calculated pursuant to Paragraph 3.24 of the Settlement, from the Aggrieved Employee PAGA Allocation. Checks for Aggrieved Employee Settlement Payments will specifically indicate that they are void if not negotiated within one hundred eight (180) days of their issuance.

1.27. "Aggrieved Employee PAGA Allocation" means Two Thousand Five Hundred Dollars and No Cents (\$2,500.00), representing 25% of the PAGA Allocation, and is the amount payable from the Gross Settlement Amount to Aggrieved Employees.

1.28. "Aggrieved Employees" shall mean any Settlement Class Member employed in California at any time from August 24, 2021 through and including the Preliminary Approval Date, or May 13, 2024, whichever comes earlier.

1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel Award, the Class Counsel Costs, the Class Representative Enhancement Award, the Claims Administration Costs, and the PAGA Allocation. The Net Settlement Amount shall be

distributed in its entirety to Participating Class Members.

1.30. "Notice of Objection" means a written statement of objection to the Settlement made and signed by a Settlement Class Member and includes the following: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four (4) digits of the Settlement Class Member's Social Security number and/or the Employee ID number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends to appear at the Final Approval Hearing.

1.31. "Notice of Class Settlement" or "Notice Packet" means the Notice of Proposed Class Action Settlement and Notice of Settlement Award (substantially in the form attached hereto as **Exhibit "A"**).

1.32. "Notice of PAGA Settlement" means the notice that will be sent to the Aggrieved Employees with payment after the Final Judgment is entered by the Court (substantially in the form attached hereto as **Exhibit "B"**).

1.33. "Participating Class Members" means all Settlement Class Members who do not submit a valid and timely Request for Exclusion.

1.34. "Parties" means Plaintiff and Defendant collectively, and "Party" shall mean any Plaintiff or Defendant, individually.

1.35. "Plaintiff" means Jeffrey Huang Qixian.

1.36. "Preliminary Approval" or "Preliminary Approval Date" means the date the Court enters the Preliminary Approval Order for the Settlement.

1.37. "Preliminary Approval Order" means the Proposed Order (filed concurrently with this Settlement) for preliminary approval of the Settlement.

1.38. "Plaintiff's General Release" means any and all claims, demands, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that have been asserted or that might have been asserted, whether in tort, contract, or violation of any state or federal statute, rule or regulation, and that they may have against Defendant and all Released Parties, and arising out of, relating to, or in connection with Plaintiff's employment with Defendant. Plaintiff's General Release includes claims for wages; back pay; front pay;

1 reinstatement; damages; or benefits. Plaintiff's General Release also releases any and all claims
2 they may have that arose prior to the date of this Settlement, and hereby specifically waives and
3 releases all claims, including, but not limited to, those arising under 42 U.S.C. § 1983; Title VII
4 of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, 42 U.S.C. § 2000e *et*
5 *seq.*; the Equal Pay Act; the Americans With Disabilities Act of 1990, as amended; the
6 Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act (ADEA), as
7 amended; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the
8 Immigration Reform and Control Act, as amended; the Workers Adjustment and Retraining
9 Notification Act, as amended; the Occupational Safety and Health Act, as amended; the
10 Consolidated Omnibus Budget Reconciliation Act (COBRA); the Family and Medical Leave Act;
11 the National Labor Relations Act; the Fair Credit Reporting Act; the Fair Labor Standards Act;
12 the Labor Management Relations Act; the American Recovery and Reinvestment Act of 2009;
13 the Genetic Information Nondiscrimination Act of 2008; and any and all state or local statutes,
14 ordinances, or regulations, as well as all claims arising under common law, federal, state, or local
15 law involving any tort, employment contract (express or implied), public policy, wrongful
16 discharge, or any other claim, including, but not limited to claims under the California Health and
17 Safety, Labor, Civil and Government Codes; claims based upon the California Constitution; the
18 Confidentiality of Medical Information Act; the California Family Rights Act; and the California
19 Fair Employment & Housing Act, and recovery of attorney's fees and costs under any applicable
20 statute. Plaintiff shall be deemed to have, and by operation of the Final Judgment shall have,
21 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
22 and benefits of Section 1542 of the California Civil Code, or any other similar provision under
23 federal or state law, which Section provides:

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

28 This release excludes any current and/or future claims that cannot be waived as a matter of law,

1 including any claims for or related to workers compensation benefits, any claims for
2 unemployment insurance benefits, or any other claims that cannot be released by law.

3 1.39. "Class Released Claims" means that Plaintiff and all Participating Class Members
4 shall be deemed to have released Defendant and all Released Parties from all claims in the Action,
5 as well as any and all claims that were asserted or could have been asserted based on the facts
6 pled in the Action (including those alleged in Plaintiff's notice or amended notice to the California
7 Labor & Workforce Development Agency), the allegations of which are expressly incorporated
8 herein, including any and all claims arising from the facts alleged in the Action, including all
9 wage and hour claims for unpaid wages including minimum wages and overtime, failure to
10 include all non-discretionary bonus compensation when calculating their regular rate for the
11 purpose of determining the correct overtime rates, failure to pay wages during employment and
12 upon separation of employment, meal break violations, failure to pay one hour of pay at the
13 employees' regular rate of compensation for each workday that the compliant meal period was
14 not provided, wage statement violations, and recovery of restitution, disgorgement, injunctive
15 relief, declaratory relief, conversion, unjust enrichment, civil and statutory penalties, interest,
16 liquidated damages, failure to properly pay sick pay pursuant to Labor Code section 246, and
17 claims under California Labor Code sections 201-203, 226(a), 226.7, 246, 510, 512, 1194, 1194.2,
18 and 1199, applicable Industrial Welfare Commission Wage Orders, claims under California
19 Business & Professions Code sections 17200-17208, Civil Code §§3287 and 3289, Code of Civil
20 Procedure §1021.5, and recovery of attorney's fees and costs under any applicable statute.

21 1.40. "PAGA Released Claims" means that Plaintiff, the State of California, and, all
22 Aggrieved Employees, regardless of whether they opt out from the Settlement, shall be deemed
23 to have released Defendant and all Released Parties from any and all claims brought pursuant to
24 the California Private Attorneys General Act of 2004, Cal. Lab. Code sections 2698, *et seq.*, based
25 on the claims that were asserted or could have been asserted based on the facts pled in the Action,
26 including those alleged in Plaintiff's notice or amended notice to the California Labor &
27 Workforce Development Agency, the allegations of which are expressly incorporated herein,
28 including, without limitation, any and all claims arising from the facts alleged in the Action,

including all wage and hour claims for unpaid wages including minimum wages and overtime, failure to pay one hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided, failure to pay wages during employment and upon separation of employment, meal break violations, failure to pay one hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided, wage statement violations, failure to properly pay sick pay pursuant to Labor Code section 246, and recovery of civil penalties for violations of California Labor Code sections 201-203, 226(a), 226.7, 246, 510, 512, 1194, 1194.2, 1199, applicable Industrial Welfare Commission Wage Orders, Civil Code §§3287 and 3289, Code of Civil Procedure §1021.5, and recovery of attorney's fees and costs under any applicable statute.

1.41. "Released Parties" means Defendant and all of its affiliated entities, related entities, owners, officers, directors, members, parents, subsidiaries, affiliates, employees, agents, successors and assigns.

1.42. "Request for Exclusion" means a request by any Settlement Class Member to exclude themselves from the Settlement. Any Settlement Class member who wishes to opt out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Claims Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline"). The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must prepare and submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Claims Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to

determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable).

1.43. "Response Deadline" means the date sixty (60) days after the Claims Administrator mails Notice Packets to Settlement Class Members, and shall be the last date on which Settlement Class Members may: (a) postmark Requests for Exclusion from the Settlement, or (b) postmark Objections to the Settlement.

1.44. "Settlement" means this Joint Stipulation of Class Action and PAGA Settlement and Release.

1.45. "Settlement Class Member(s)" or "Settlement Class" means all non-exempt, hourly workers who were employed by Gitibin & Associates, Inc., dba Go Rentals in California at any time from October 31, 2018 through and including the Preliminary Approval Date, or May 13, 2024, whichever comes earlier, and who executed the same arbitration agreement as Plaintiff or did not execute an arbitration agreement. The Settlement Class, however, specifically excludes any employee who previously brought a lawsuit against Gitibin & Associates, Inc., dba Go Rentals and which subsequently resulted in settlement.

2. RECITALS

2.1. Class Certification and Amendment to Complaint. The Parties stipulate and agree to the class certification of the Settlement Class for purposes of this Settlement only. Should the Settlement not become final and effective, class certification shall immediately be set aside (subject to further proceedings on motion of any party to certify or deny certification thereafter). The Parties' willingness to stipulate to class certification as part of the Settlement shall have no bearing on and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action, and shall have no bearing on and shall not be admissible or considered in connection with the issue of whether a class should be certified in any other lawsuit.

2.2. Procedural History. On October 31, 2022, Plaintiff Jeffrey Huang Qixian, a former

employee of Defendant, filed a Class and Representative Action Complaint in the Superior Court of the state of California for the County of Alameda alleging the following causes of action: (1) failure to pay wages and/or overtime under Labor Code sections 510, 1194, 1194.2, and 1199; (2) failure to provide meal periods pursuant to Labor Code sections 226.7 and 512; (3) violation of Labor Code section 226(a); (4) penalties pursuant to Labor Code section 203; (5) violation of Business and Professions Code section 17200; and (6) Penalties Pursuant to Labor Code section 2699, et seq., for violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199.

2.3. Settlement Negotiations. On March 13, 2024, the Parties participated in a private mediation session with mediator the Honorable Terry Green, a well-respected, experienced mediator in the field of wage and hour class actions. Prior to the mediation, Class Counsel conducted extensive discovery and investigation during the prosecution of the Action. The discovery and investigation included, among other things: (1) analysis of employee time and payroll records, employment policies and procedures, and other relevant documents; (2) evaluation of legal positions taken by Defendant; (3) evaluation of potential class-wide damages and PAGA penalties; (4) review and research of applicable law with respect to the claims and potential defenses brought by Defendant; and (5) written discovery responses. Class Counsel has vigorously prosecuted the Action, and Defendant has vigorously defended it. The Parties have engaged in sufficient discovery and investigation to assess the relative merits of the claims and contentions of the Parties. Based on this information and the settlement discussions during the mediation conducted at arm's length, the Parties came to an agreement in principle on May 13, 2024. The settlement is the result of an informed and detailed evaluation of the potential liability of total exposure in relation to the costs and risks associated with continued litigation of the Action.

2.4. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the length of continued proceedings necessary to litigate their disputes through certification, trial, and any possible appeal. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation, including, but not limited to, the risks related to a contested motion for class certification, and the

1 risks related to liability raised by the issues in this case. Plaintiff and Class Counsel are also aware
2 of the burdens of proof necessary to establish liability for the claims asserted in the Action and the
3 difficulties in establishing damages for the Settlement Class Members. Plaintiff and Class Counsel
4 have also taken into account Defendant's agreement to enter into a settlement that confers
5 substantial relief upon Settlement Class Members and Aggrieved Employees. Based on the
6 foregoing, Plaintiff and Class Counsel have determined that this Settlement is fair, adequate, and
7 reasonable, and is in the best interests of the Settlement Class Members and Aggrieved Employees.

8 2.5. No Admissions. The Parties understand and agree that this Settlement is the result
9 of a good faith compromise of disputed claims and allegations. Defendant denies any and all
10 claims alleged in the Action and denies all wrongdoing whatsoever. This Agreement is not a
11 concession or admission, and shall not be used against Defendant as an admission or indication
12 with respect to any claim of any fault, concession or omission by Defendant, regardless of whether
13 or not the Settlement is finally approved and/or consummated. In particular, but without limiting
14 the generality of the foregoing, nothing about this Settlement shall be offered or construed as an
15 admission that Defendant has violated any of its obligations under the California Labor Code, or
16 of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever on the
17 part of Defendant and/or the Released Parties. In addition, this Settlement shall not be offered or
18 admissible in evidence against any of the Parties or any of the Released Parties, except in any
19 action or proceeding brought by or against Plaintiff, or Defendant to enforce its terms, or by
20 Defendant in defense of any claims brought by Plaintiff. Further, the negotiation, terms, and entry
21 of this Stipulation shall remain subject to the provisions of California Evidence Code section 1152
22 and/or Federal Rule of Evidence 408.

23 2.6. Settlement Class Members' Claims. Plaintiff claims that the Released Claims have
24 merit and give rise to liability on the part of Defendant. This Settlement is a compromise of
25 disputed claims. Nothing contained in this Settlement and no documents referred to herein, nor
26 any action taken to carry out this Settlement may be construed or used as an admission by or
27 against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the
28 claims asserted.

1 **3. TERMS OF SETTLEMENT**

2 The Parties agree as follows:

3 3.1. Binding Settlement. This Settlement shall bind the Parties and all Participating
4 Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the
5 Court's approval.

6 3.2. Maximum Amount Payable. Under the terms of this Settlement, the maximum
7 amount payable by Defendant (subject to the escalator language included in section 1.22) shall be
8 the Gross Settlement Amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00),
9 which includes Individual Settlement Payments to Participating Class Members, the Class Counsel
10 Award, Class Counsel Costs, Claims Administrator Costs, Class Representative Enhancement
11 Award, Employee Taxes, and the PAGA Allocation. Employer Taxes due on wage payments from
12 the maximum amount payable shall be paid separately by Defendant, in addition to the maximum
13 amount payable.

14 3.3. Releases As To Plaintiff, Participating Class Members and Aggrieved Employees.
15 As of the Effective Date, all Participating Class Members, including Plaintiff will be deemed to
16 have fully, finally and forever released, settled, compromised, relinquished, and discharged the
17 Released Parties from the Class Released Claims for the period of October 31, 2018 through and
18 including the Preliminary Approval Date, or May 13, 2024, whichever comes earlier. Further, As
19 of the Effective Date, all Aggrieved Employees, including Plaintiff will be deemed to have fully,
20 finally and forever released, settled, compromised, relinquished, and discharged the Released
21 Parties from the PAGA Released Claims for the period of August 24, 2021 through and including
22 the Preliminary Approval Date, or May 13, 2024, whichever comes earlier. Likewise, as of the
23 Effective Date, Plaintiff's General Release shall become effective.

24 3.4. Tax Liability. The Parties make no representations as to the tax treatment or legal
25 effect of the payments called for hereunder, and Plaintiff, Settlement Class Members, and
26 Aggrieved Employees are not relying on any statement or representation by the Parties in this
27 regard. Plaintiff, Settlement Class Members, and Aggrieved Employees understand and agree that
28 they will be responsible for the payment of any taxes and penalties assessed on the payments

1 described herein and will hold the Released Parties free and harmless from and against any claims
2 resulting from treatment of such payments as non-taxable damages, including the treatment of such
3 payment as not subject to withholding or deduction for payroll and employment taxes. Plaintiff is
4 advised to consult with competent tax counsel in connection with this Settlement, and Plaintiff is
5 not relying on any statement or representation by Defendant in this regard. Defendant's share of
6 Employer Taxes shall be paid separately from the Gross Settlement Amount.

7 3.5. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
8 of this Settlement, and no written communication or disclosure between or among the Parties,
9 Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such
10 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
11 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2)
12 the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and
13 tax counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered
14 into this Settlement based upon the recommendation of any other party or any attorney or advisor
15 to any other party, and (c) is not entitled to rely upon any communication or disclosure by any
16 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
17 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
18 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
19 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
20 treatment or tax structure of any transaction, including any transaction contemplated by this
21 Settlement.

22 3.6. Filing of An Amended Complaint. As part of this Settlement, Plaintiff agrees to
23 submit an amended PAGA notice to the California Labor & Workforce Development Agency and
24 subsequently file an amended Complaint with the Court to add a claim for failure to properly pay
25 sick pay pursuant to Labor Code section 246.

26 3.7. Settlement Approval and Implementation Procedures. As part of this Settlement,
27 the Parties agree to the following procedures for obtaining the Court's preliminary approval of the
28 Settlement, certifying the Settlement Class, notifying Settlement Class Members of the Settlement,

1 obtaining the Court's final approval of the Settlement, and processing the Individual Settlement
2 Payments and Aggrieved Employee Settlement Payments.

3 3.8. Preliminary Approval and Certification. As soon as practicable after execution of
4 this Settlement and Plaintiff submits an amended PAGA notice and files an amended Complaint
5 with the Court as noted in Paragraph 3.6 above, the Parties will jointly submit this Settlement to
6 the Court for its preliminary approval. Such submission will include this Settlement, the proposed
7 Notice Packet, the proposed Preliminary Approval Order, and any, memoranda and evidence as
8 may be necessary for the Court to determine that this Settlement is fair, adequate, and reasonable.
9 The Parties agree to request the Court to enter an order conditionally certifying the Settlement
10 Class after the preliminary approval hearing, in accordance with California Rules of Court, Rule
11 3.769(c). The motion for preliminary approval of the Settlement shall also include a declaration
12 from Class Counsel that it has provided notice to the California Labor & Workforce Development
13 Agency as required under Cal. Lab. Code section 2699(1)(2).

14 3.9. Class Information. No more than fifteen (15) calendar days after the entry of the
15 Preliminary Approval Order, Defendant shall provide the Claims Administrator with the Class
16 Information for purposes of mailing Notice Packets to Settlement Class Members.

17 3.10. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Claims
18 Administrator will perform a search on the National Change of Address database to update the
19 Settlement Class Members' addresses. No more than ten (10) calendar days after receiving the
20 Class Information from Defendant, as provided herein, the Claims Administrator shall mail copies
21 of the Notice Packet in English and Spanish to all Settlement Class Members by regular First-
22 Class U.S. Mail (attached hereto as Exhibit A, to be translated by the Claims Administrator). The
23 Claims Administrator shall exercise its best judgment to determine the current mailing address for
24 each Settlement Class Member. The address identified by the Claims Administrator as the current
25 mailing address shall be presumed to be the best mailing address for each Settlement Class
26 Member. It will be conclusively presumed that if an envelope so mailed has not been returned
27 within twenty (20) days of the mailing that the Settlement Class Member received the Notice
28 Packet.

1 3.11. Undeliverable Notices. Any Notice Packets returned to the Claims Administrator
2 as undeliverable on or before the Response Deadline shall be re-mailed to the forwarding address
3 affixed thereto.

4 3.12. For each Settlement Class Member whose Notice Packet is returned, there will be
5 one (1) skip trace by the Claims Administrator. If an updated mailing address is identified, the
6 Claims Administrator shall resend the Notice Packet to the Settlement Class Member. One (1)
7 supplemental Notice Packet shall be mailed to each Settlement Class Member whose original
8 Notice Packet is returned as undeliverable to the Claims Administrator. Such re-mailing shall be
9 made within five (5) business days of the Claims Administrator receiving notice that the respective
10 Notice Packet was undeliverable. Reasonable requests by the Claims Administrator for additional
11 information in Defendant's possession must be responded to within a reasonable amount of time
12 by counsel for Defendant. It is the intent of the Parties that reasonable means be used to locate the
13 Settlement Class Members and apprise them of their rights.

14 3.13. Settlement Class Members to whom Notice Packets are re-sent after having been
15 returned undeliverable to the Claims Administrator shall have an additional fourteen (14) calendar
16 days to mail the Request for Exclusion or a Notice of Objection. Notice Packets that are re-sent
17 shall inform the recipient of this adjusted deadline. The date of the postmark on the return envelope
18 shall be the exclusive means used to determine whether a Settlement Class Member has returned
19 his or her Request for Exclusion on or before the adjusted deadline. It will be conclusively
20 presumed that if an envelope so mailed has not been returned within twenty (20) days of the
21 mailing, that the Settlement Class Member received the Notice Packet. If a Settlement Class
22 Member's Notice Packet is returned to the Claims Administrator more than once as undeliverable,
23 then an additional Notice Packet shall not be re-mailed.

24 3.14. Compliance with the procedures specified in paragraphs 3.9 through 3.12 of this
25 Settlement shall constitute due and sufficient notice to Settlement Class Members of this
26 Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or
27 done by, the Parties, Class Counsel, and/or Defense Counsel to provide notice of the proposed
28 Settlement.

1 3.15. Disputes. Settlement Class Members will have the opportunity during the sixty
2 (60) day Response Deadline, should they disagree with Defendant's records regarding their days
3 worked during the Class Period, to provide documentation and/or an explanation to show contrary
4 days worked. Absent evidence to the contrary, Defendant's records will be presumed correct. If
5 there is a dispute, the Claims Administrator will notify and consult with the Parties to determine
6 whether an adjustment is warranted. The Claims Administrator shall determine the eligibility for,
7 and the amounts of, any Individual Settlement Payments under the terms of this Settlement. The
8 Claims Administrator's determination of the eligibility for and amount of any Individual
9 Settlement Payment shall be binding upon the Settlement Class Member and the Parties. The
10 Claims Administrator shall inform Class Counsel in a timely fashion as to the submission and
11 resolution of all disputes.

12 3.16. Exclusions (Opt-Outs). The Notice Packet shall state that Settlement Class
13 Members who wish to exclude themselves from the Settlement must submit a Request for
14 Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name,
15 address, and the last four (4) digits of the Social Security number of the Settlement Class Member
16 requesting exclusion, (2) must be signed by the Settlement Class Member; and (3) must be
17 postmarked by the Response Deadline and returned to the Claims Administrator at the specified
18 address. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not
19 be deemed valid for exclusion from this Settlement. The date of the postmark on the return-mailing
20 envelope shall be the exclusive means used to determine whether a Request for Exclusion has been
21 timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement
22 will not be entitled to any recovery under the Settlement and will not be bound by the terms of the
23 Settlement, unless the employee worked during the PAGA Period, for which they will receive their
24 Aggrieved Employee Settlement Payment regardless of whether they opt out of the Settlement.
25 Settlement Class Members who receive a Notice Packet but fail to submit a valid and timely
26 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
27 Settlement and any Final Judgment entered in the Action if the Settlement is approved by the
28 Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage

1 members of the Settlement Class to submit Requests for Exclusion from the Settlement. Class
2 Counsel shall not represent any Settlement Class Member with respect to any such Requests for
3 Exclusion. Settlement Class Members who submit a valid Request for Exclusion may not also
4 submit a Notice of Objection. No later than seven (7) calendar days after the Response Deadline,
5 the Claims Administrator shall provide Defense Counsel with a final list of the Settlement Class
6 Members who have timely submitted a Request for Exclusion.

7 3.17. Objections. The Notice Packet shall state that Settlement Class Members who wish
8 to object to the Settlement must not submit a Request for Exclusion and can either submit a written
9 statement of objection ("Notice of Objection") by the Response Deadline to the Claims
10 Administrator and/or appear at the Final Approval Hearing. The Notice of Objection must be
11 signed by the Settlement Class Member and state: (1) the full name of the Settlement Class
12 Member; (2) the dates of employment of the Settlement Class Member; (3) the last four (4) digits
13 of the Settlement Class Member's Social Security number and/or the Employee ID number; (5)
14 the basis for the objection; and (6) whether the Settlement Class Member intends to appear at the
15 Final Approval Hearing. The Notice of Objection must be postmarked by the Response Deadline
16 and returned to the Claims Administrator at the specified address. Within five (5) days of receiving
17 a Notice of Objection from a Settlement Class Member, the Claims Administrator shall forward
18 the Notice of Objection to Class Counsel and Defense Counsel. Class Counsel will thereafter
19 lodge the Settlement Class Member's Notice of Objection with the Court. Settlement Class
20 Members who submit a Request for Exclusion are not entitled to object to the Settlement. At no
21 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement
22 Class Members to file or serve written objections to the Settlement or appeal from the Final
23 Judgment. Class Counsel shall not represent any Settlement Class Members with respect to any
24 such objections.

25 3.18. No Solicitation of Settlement Objections or Exclusions. The Parties and their
26 counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall
27 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members
28 to submit either written objections to the Settlement or Requests for Exclusion from the Settlement,

1 or to appeal from the Court's Final Judgment.

2 3.19. Funding of the Gross Settlement Amount. This is a non-reversionary Settlement in
3 which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross
4 Settlement Amount will revert to Defendant. Defendant is separately and solely responsible for
5 any employer payroll taxes owed as a result of the Settlement. By no later than fifteen (15)
6 calendar days after the Effective Date, Defendant shall provide to the Claims Administrator the
7 Gross Settlement Amount. No payments from the Gross Settlement Amount shall be made before
8 the Gross Settlement Amount is fully funded.

9 3.20. Accounting by Claims Administrator. No more than five (5) business days after
10 the Gross Settlement Amount is fully funded, the Claims Administrator will provide the Parties
11 with an accounting of all anticipated payments from the Gross Settlement Amount. The Net
12 Settlement Amount shall be calculated by deducting from the Gross Settlement Amount payments
13 for (1) Class Representative Enhancement Award, as specified in this Settlement and approved by
14 the Court; (2) Class Counsel Award, as specified in this Settlement and approved by the Court; (3)
15 Class Counsel Costs, as specified in this Settlement and approved by the Court; (4) Claims
16 Administration Costs, as specified in this Settlement and approved by the Court; and (5) the PAGA
17 Allocation, as specified in this Settlement and approved by the Court. The Net Settlement Amount
18 shall be distributed in Individual Settlement Payments in accordance with Paragraphs 3.21 and
19 3.22.

20 3.21. Individual Settlement Payments. Each Participating Class Member shall be eligible
21 to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount, based
22 on the number of Compensable Work Weeks worked by the Participating Class Member during
23 the Class Period. Individual Settlement Payments shall be paid pursuant to the formula set forth
24 in Paragraph 3.22 below. Individual Settlement Payments shall be mailed by regular First-Class
25 U.S. Mail to Participating Class Members' last known mailing address no later than fifteen (15)
26 calendar days after the Gross Settlement Amount is fully funded. Individual Settlement Payments
27 will specifically indicate that they are void if not negotiated within one hundred eight (180) days
28 of their issuance. Individual Settlement Payments reflect settlement of a dispute regarding wages,

1 interest, and penalties. Individual Settlement Payments will be allocated as follows: 1/3 as wages;
 2 and 2/3 as interest and penalties. The "wage" portion of each Individual Settlement Payment will
 3 be reduced by any Employee Taxes. The Claims Administrator shall issue the appropriate tax
 4 documents associated with the Individual Settlement Payments, including an IRS Form W-2 for
 5 the amounts allocated as "wages" and an IRS Form 1099 for the amounts allocated as "interest"
 6 or "penalties."

7 **3.22. Individual Settlement Payment Formula.**

8 a. From the Net Settlement Amount, the Claims Administrator will calculate
 9 each Participating Class Member's Individual Settlement Payment based on
 the following formula:

10 i. Wage Statement Amount: 16.66% of the Net Settlement Amount shall
 11 be designated as the "Wage Statement Amount." The Wage Statement
 12 Amount to each Participating Class Member will be based on their
 13 proportionate number of workweeks worked between October 31, 2021
 14 and the end of the Class Period, by multiplying the Wage Statement
 15 Amount by a fraction, the numerator of which is the Participating Class
 member's total workweeks worked between October 31, 2021 and the
 end of the Class Period, and the denominator of which is the total number
 of workweeks worked by all Participating Class members between
 October 31, 2021 and the end of the Class Period.

16 ii. Waiting Time Amount: 50% of the Net Settlement Amount shall be
 17 designated as the "Waiting Time Amount." The Waiting Time Amount
 18 shall be distributed in equal, pro-rata shares to each Participating Class
 Members who separated their employment from Defendant at any time
 from October 31, 2019 to the end of the Class Period.

19 iii. The remainder (33.34%) of the Net Settlement Amount will be
 20 distributed to each Participating Class Member based on their
 21 proportionate number of Compensable Work Weeks worked during the
 22 Class Period, by multiplying the remaining Net Settlement Amount by a
 23 fraction, the numerator of which is the Participating Class member's total
 Compensable Work Weeks worked during the Class Period, and the
 denominator of which is the total number of Compensable Work Weeks
 worked by all Participating Class members during the Class Period.

24
 25 The Claims Administrator will reduce each Individual Settlement Payment by Employee
 26 Taxes, which will be based on the most recent W-4 form on record for Participating Class
 27 Members.

28 **3.23. Aggrieved Employee Settlement Payments.** Each Aggrieved Employee shall be

1 eligible to receive an Aggrieved Employee Settlement Payment, which is a share of the Aggrieved
 2 Employee PAGA Allocation, based on the number of PAGA Pay Periods worked by the Aggrieved
 3 Employee during the Aggrieved Employee Period. Aggrieved Employee Settlement Payments
 4 shall be paid pursuant to the formula set forth in Paragraph 3.25 below. Aggrieved Employee
 5 Settlement Payments, along with the Notice of PAGA Settlement (**Exhibit B**), shall be mailed by
 6 regular First-Class U.S. Mail to Participating Class Members' last known mailing address no later
 7 than fifteen (15) calendar days after the Gross Settlement Amount is fully funded. Aggrieved
 8 Employee Settlement Payments will specifically indicate that they are void if not negotiated within
 9 one hundred eight (180) days of their issuance. Aggrieved Employee Settlement Payments reflect
 10 settlement of a dispute regarding civil penalties, and therefore shall be treated as 1099 income.
 11 The Claims Administrator shall issue the appropriate tax documents associated with the Aggrieved
 12 Employee Settlement Payments, including an IRS Form 1099.

13 3.24. Aggrieved Employee Settlement Payment Formula. Defendant will calculate the
 14 PAGA Pay Period for each Aggrieved Employee. The Claims Administrator will calculate a
 15 Payment Ratio from the Aggrieved Employee PAGA Allocation for each Aggrieved Employee by
 16 dividing the respective PAGA Pay Period by the total PAGA Pay Period for all Aggrieved
 17 Employees. Each Aggrieved Employee's Payment Ratio will then be multiplied by the Aggrieved
 18 Employee PAGA Allocation to determine each Aggrieved Employee Settlement Payment.

19 3.25. The Claims Administrator will be responsible for issuing to Plaintiff, Aggrieved
 20 Employees, Participating Class Members, and Class Counsel W-2's, 1099's, or other tax forms as
 21 may be required by law for all amounts paid pursuant to this Settlement. The Claims Administrator
 22 will also be responsible for forwarding all payroll taxes and penalties to the appropriate
 23 government authorities. Defendant shall be responsible for Employer Taxes. Defendant shall have
 24 no responsibility for deciding the validity of any Individual Settlement Payment, Aggrieved
 25 Employee Settlement Payment, or any other payments made pursuant to this Settlement, shall have
 26 no involvement in or responsibility for the determination or payment of Employee Taxes, and shall
 27 have no liability for any errors made with respect to such Employee Taxes.

28 3.26. No benefit, including but not limited to pension benefits, shall increase or accrue

1 as a result of any payment made pursuant to this Settlement.

2 3.27. If a check for an Individual Settlement Payment or Aggrieved Employee Settlement
3 Payment is returned to the Claims Administrator as undeliverable, the Claims Administrator shall
4 promptly attempt to obtain a valid mailing address by performing a skip trace search. If another
5 address is identified, the Claims Administrator shall mail the check to the newly identified address.
6 If an Individual Settlement Payment or Aggrieved Employee Settlement Payment check is returned
7 to the Claims Administrator a second time as undeliverable, the Claims Administrator shall not
8 attempt any further re-mailing of that check. Any uncashed settlement checks after One Hundred
9 and Eighty (180) days shall revert to the Office of the Controller's Unclaimed Property Fund in
10 the name of the Participating Class Member or Aggrieved Employee who did not cash his/her
11 individual settlement check. If the Court does not approve of such, the Parties will agree upon a
12 cy pres recipient within the meaning of California Code of Civil Procedure section 384.

13 3.28. Class Representative Enhancement Awards. Defendant agrees not to oppose or
14 object to any application or motion by Plaintiff for a Class Representative Enhancement Award,
15 not to exceed Ten Thousand Dollars and No Cents (\$10,000.00) for Plaintiff, as consideration for
16 Plaintiff's time and effort in bringing and prosecuting this matter. The Class Representative
17 Enhancement Award shall be paid to Plaintiff from the Gross Settlement Amount no later than
18 fifteen (15) calendar days after the Gross Settlement Amount is fully funded. The Claims
19 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Class Representative
20 Enhancement Award. Plaintiff shall be solely and legally responsible for payment of all applicable
21 taxes on their Class Representative Enhancement Award and shall hold Defendant harmless from
22 any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative
23 Enhancement Award. The Class Representative Enhancement Award shall be in addition to
24 Plaintiff's Individual Settlement Payment as a Participating Class Member. In the event that the
25 Court awards lesser amounts than the Class Representative Enhancement Award requested, then
26 any portion of the requested amount not awarded to Plaintiff shall be added to the Net Settlement
27 Amount. Plaintiff shall not have the right to revoke his agreement to the Settlement on the grounds
28 the Court did not approve any or all of their request for a Class Representative Enhancement

1 Award.

2 3.29. Class Counsel Award and Costs. Defendant agrees not to oppose or object to any
3 application or motion by Class Counsel for a Class Counsel Award, currently anticipated not to
4 exceed One Hundred Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents
5 (\$166,666.66) and Class Counsel Costs not to exceed Twenty Thousand Dollars and No Cents
6 (\$20,000.00) from the Gross Settlement Amount. The Class Counsel Award and Class Counsel
7 Costs shall be paid no later than fifteen (15) calendar days after the Gross Settlement Amount is
8 fully funded. Class Counsel shall be solely and legally responsible to pay all applicable taxes on
9 the payments made pursuant to this paragraph. The Claims Administrator shall issue an IRS Form
10 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. This
11 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in
12 attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award
13 and Class Counsel Costs and not granted by the Court shall be part of the Net Settlement Amount.

14 3.30. Defendant's Option to Terminate Settlement. If, after the Response Deadline and
15 before the Final Approval Hearing, ten percent or more of the number of Settlement Class
16 Members submit timely and valid Requests for Exclusion from the Settlement, Defendant shall
17 have, in its sole discretion, the option to terminate this Settlement. Defendant shall exercise this
18 option to terminate, if it wishes, at least sixteen (16) court days prior to the Final Approval Hearing.
19 If Defendant decides to void the Settlement, then the Settlement and conditional class certification
20 shall be considered void, and neither the Settlement, conditional class certification, nor any of the
21 related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in
22 the same position, without prejudice, as if this Settlement had been neither entered into nor filed
23 with the Court. Should Defendant void the Settlement under this paragraph, it shall be solely
24 responsible for all Claims Administration Costs.

25 3.31. Claims Administration Costs. The Claims Administrator shall be paid for the costs
26 of administration of the Settlement from the Gross Settlement Amount. The Parties agree to
27 allocate approximately Ten Thousand Dollars and No Cents (\$10,000.00) of the Gross Settlement
28 Amount for Claims Administration Costs. If the Parties' actual Claims Administration Costs

1 exceed \$10,000, this amount shall be adjusted and any difference shall be paid from the Gross
2 Settlement Amount. If the requested Claims Administration Costs is not approved and/or reduced
3 by the Court, that amount shall be returned to the Net Settlement Amount to be distributed to the
4 Class members. No fewer than twenty (20) days prior to the Final Approval Hearing, the Claims
5 Administrator shall provide the Parties with a statement detailing the costs of administration. The
6 Claims Administrator, on Defendant's behalf, shall have the authority and obligation to make
7 payments, credits and disbursements, including payments and credits in the manner set forth in
8 this Settlement, to Participating Class Members, calculated in accordance with the methodology
9 set out in this Settlement and orders of the Court. The Parties agree to cooperate in the
10 administration of the Settlement and to make all reasonable efforts to control and minimize the
11 costs and expenses incurred in administration of the Settlement. The Parties represent they do not
12 have any financial interest in the Claims Administrator or otherwise have a relationship with the
13 Claims Administrator that could create a conflict of interest. The Claims Administrator shall be
14 responsible for: processing and mailing all court-approved payments to Plaintiff, Class Counsel,
15 Participating Class Members, Aggrieved Employees and the LWDA; printing and mailing the
16 Notice Packets to the Settlement Class Members and separate notices to the Aggrieved Employees
17 as called for in this Settlement and ordered by the Court; receiving and reporting Notice of
18 Objections and Requests for Exclusion submitted by Settlement Class Members; providing
19 declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and
20 other tasks as the Parties mutually agree or the Court orders the Claims Administrator to perform.
21 The Claims Administrator shall keep the Parties timely apprised of the performance of all Claims
22 Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other
23 tax documents required by administration of this Settlement shall be prepared by the Claims
24 Administrator. Any expenses incurred in connection with such preparation shall be Claims
25 Administration Costs. The Claims Administrator shall be paid the Claims Administration Costs
26 no later than fifteen (15) calendar days after the Gross Settlement Amount is fully funded.

27 3.32. Final Approval Hearing. At a reasonable time following the Response Deadline,
28 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the

1 Court shall determine amounts properly payable for (i) the Class Counsel Award, (ii) the Class
2 Counsel Costs, (iii) the Class Representative Enhancement Awards, (iv) the LWDA PAGA
3 Allocation; and (v) the Claims Administration Costs.

4 3.33. Entry of Final Judgment. If the Court approves this Settlement at the Final
5 Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the Gross
6 Settlement Amount has been fully funded, with the Court retaining jurisdiction over the Parties to
7 enforce the terms of the judgment. If the Court grants final approval to the Settlement, notice of
8 Final Approval shall be posted on a website set up by the Claims Administrator. Following the
9 Court's entry of Final Judgment, Class Counsel shall provide notice to the California Labor &
10 Workforce Development Agency in accordance with Cal. Lab. Code section 2699(l)(3).

11 3.34. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Participating
12 Class Members pursuant to this Settlement will not count as earnings or compensation for purposes
13 of any benefits (e.g., pensions or retirement plans) sponsored by Defendant. It is expressly
14 understood and agreed that the receipt of Individual Settlement Amount shall not entitle any
15 Participating Class Member to additional compensation or benefits under any collective bargaining
16 agreement or under any bonus, contest or other compensation or benefit plan or agreement in place
17 during the period covered by the Settlement, nor shall it entitle any Participating Class Member to
18 any increased pension and/or retirement, or other deferred compensation benefits. It is the intent
19 of the Parties that Individual Settlement Amounts provided for in this Settlement are the sole
20 payments to be made by Defendant to Participating Class Members in connection with this
21 Settlement, with the exception of Plaintiff, and that the Participating Class Members are not
22 entitled to any new or additional compensation or benefits as a result of having received the
23 Individual Settlement Awards. Furthermore, the receipt of Individual Settlement Amounts by
24 Participating Class Members shall not, and does not, by itself establish any general, special, or
25 joint employment relationship between and among the Participating Class Member(s) and
26 Defendant.

27 3.35. Nullification of Settlement. In the event: (i) the Court does not enter the
28 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the

1 Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein;
2 or (iv) the Settlement does not become final for any other reason, this Settlement shall be null and
3 void and any order or judgment entered by the Court in furtherance of this Settlement shall be
4 treated as void from the beginning. In such a case, the Parties and any funds to be awarded under
5 this Settlement shall be returned to their respective statuses as of the date and time immediately
6 prior to the execution of this Settlement, and the Parties shall proceed in all respects as if this
7 Settlement had not been executed, except that any costs and fees already incurred by the Claims
8 Administrator shall be split by the Parties.

9 3.36. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
10 the interpretation, calculation or payment of settlement claims, or other disputes regarding
11 compliance with this Settlement shall be resolved as follows:

12 3.36.1 If Plaintiff or Class Counsel, on behalf of Plaintiff, any Settlement Class
13 Members or Aggrieved Employees, or Defendant, at any time believe that the other Party or Parties
14 have breached or acted contrary to the Settlement, that Party shall notify the other Party or Parties
15 in writing of the alleged violation. Upon receiving notice of the alleged violation or dispute, the
16 responding Party shall have ten (10) days to correct the alleged violation and/or respond to the
17 initiating Party with the reasons why the Party disputes all or part of the allegation.

18 3.36.2. If the response does not address the alleged violation to the initiating
19 Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their
20 differences.

21 3.36.3. If thereafter, the Parties still cannot resolve the dispute, the Parties
22 shall utilize the services of the Honorable Terry Green (Mediator) in a good-faith attempt to
23 mediate and resolve the dispute.

24 3.36.4. If the Parties are unable to resolve their differences after twenty (20)
25 days, either Party may file an appropriate motion for enforcement with the Court. The Court may
26 award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken to
27 enforce this Settlement.

28 3.37. Exhibits and Headings. The terms of this Settlement include the terms set forth in

1 Exhibits A and B, which are attached to this Settlement and incorporated by this reference as
2 though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of the
3 Settlement. The descriptive headings of any paragraphs or sections of this Settlement are inserted
4 for convenience of reference only and do not constitute a part of this Settlement.

5 3.38. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action
6 and thereafter implement and complete the Settlement.

7 3.39. Amendment or Modification. This Settlement may be amended or modified only
8 by a written instrument signed by counsel for all Parties or their successors-in-interest.

9 3.40. Entire Settlement. This Settlement and any attached Exhibits constitute the entire
10 agreement among these Parties, and no oral or written representations, warranties or inducements
11 have been made to any Party concerning this Settlement or its exhibits, other than the
12 representations, warranties and covenants contained and memorialized in the Settlement and its
13 exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
14 on the Parties.

15 3.41. Authorization to Enter into Settlement. Counsel for the Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate this
17 Settlement and to take all appropriate actions required or permitted to be taken by such Parties
18 pursuant to this Settlement to effectuate its terms, and to execute any other documents required to
19 effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each
20 other and use their best efforts to affect the implementation of the Settlement. In the event the
21 Parties are unable to reach agreement on the form or content of any document needed to implement
22 the Settlement, or on any supplemental provisions that may become necessary to effectuate the
23 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such
24 disagreement. The person signing this Settlement on behalf of Defendant represents and warrants
25 that he or she is authorized to sign this Settlement on behalf of Defendant. Plaintiff represents and
26 warrants that he is authorized to sign this Settlement and that he has not assigned any claim, or
27 part of a claim, covered by this Settlement to a third-party.

28 3.42. Binding on Successors and Assigns. This Settlement shall be binding upon, and

1 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

2 3.43. No Prior Assignments. The Parties and their counsel represent, covenant, and
3 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
4 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
5 action, cause of action or right herein released and discharged.

6 3.44. California Law Governs. All terms of this Settlement and the exhibits hereto shall
7 be governed by and interpreted according to the laws of the State of California.

8 3.45. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
9 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
10 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
11 present and potential.

12 3.46. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
13 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
14 implementation, and enforcement of the terms of this Settlement and all orders and judgments
15 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction
16 of the Court for purposes of interpreting, implementing, and enforcing this Settlement and all
17 orders and judgments entered in connection therewith.

18 3.47. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent
20 possible, consistent with applicable precedents.

21 3.48. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
22 class certification for purposes of this Settlement only.

23 3.49. Cooperation. The Parties agree to cooperate fully with one another to accomplish
24 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
25 execution of such other documents and the taking of such other action as may be reasonably
26 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best
27 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
28 necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

1 3.50. Publicity. Plaintiff and Class Counsel agree that they will not issue any press
2 releases, initiate any contact with the press, respond to any press inquiry, or have any
3 communication with the press about the Action and/or the fact, amount, or terms of the Settlement.
4 However, Class Counsel may refer to the settlement amount and the nature of the case without
5 identifying any of the Parties. Before the date of the filing of the motion for preliminary approval
6 of the Settlement, Plaintiff and Class Counsel will not initiate any contact with Settlement Class
7 Members about the Settlement, except that: (a) Class Counsel, if contacted by a Settlement Class
8 Member, may respond that a settlement has been reached and that the details will be communicated
9 in a forthcoming Court-approved notice; and (b) Plaintiff, if contacted by a Settlement Class
10 Member, may respond only that the Settlement Class Member should contact Class Counsel.
11 Neither Plaintiff nor Class Counsel shall hold a press conference or otherwise seek to affirmatively
12 contact the media about the Settlement. Additionally, no Party or their counsel shall disparage the
13 Settlement.

14 3.51. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
15 and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly
16 against one party than another merely by virtue of the fact that it may have been prepared by
17 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
18 between the Parties, all Parties have contributed to the preparation of this Settlement.

19 3.52. Representation by Counsel. The Parties acknowledge that they have been
20 represented by counsel throughout all negotiations that preceded the execution of this Settlement,
21 and that this Settlement has been executed with the consent and advice of counsel, and reviewed
22 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
23 Settlement Agreement.

24 3.53. All Terms Subject to Final Court Approval. All amounts and procedures described
25 in this Stipulation are subject to final Court approval.

26 3.54. Notices. Unless otherwise specifically provided, all notices, demands or other
27 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on
28 the third business day after mailing or if emailed, the next business day; and (3) sent via email

1 and/or United States registered or certified mail, return receipt requested, addressed as follows:

2 **To Plaintiff:**

3 ERIC B. KINGSLEY, Esq.
eric@kingsleylawyers.com
4 LIANE KATZENSTEIN LY, Esq.
liane@kingsleylawyers.com
5 JESSICA BULAON, Esq.
jessi@kingsleylawyers.com
6 KINGSLEY SZAMET & LY
16133 Ventura Blvd., Suite 1200
7 Encino, CA 91436
Tel: (818) 990-8300, Fax (818)-990-2903
8

9 **To Defendant:**

10 David L. Cheng, Esq.
dcheng@fordharrison.com
11 Min K. Kim, Esq.
mkim@fordharrison.com
12 FORD & HARRISON, LLP
350 South Grand Avenue, Suite 2300
13 Los Angeles, CA 90071
Telephone: (213) 237-2400
14 Facsimile: (213) 237-2401

15 3.55. Execution by Settlement Class Members. It is agreed that it is impossible or
16 impractical to have each Settlement Class Member execute this Settlement. The Notice of
17 Settlement will advise all Settlement Class Members of the binding nature of the release and such
18 shall have the same force and effect as if each Settlement Class Member executed this Settlement.

19 3.56. Execution by Plaintiff and Defendant. Plaintiff and Defendant, by signing this
20 Settlement, are bound by the terms herein.

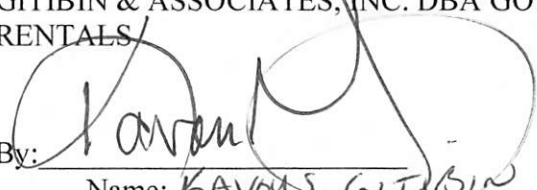
21 3.57. Binding Agreement. The Parties warrant that they understand and have full
22 authority to enter into this Settlement, and further intend that this Settlement will be fully
23 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure
24 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
25 that otherwise might apply under federal or state law.

26 3.58. Counterparts. This Settlement shall become effective upon its execution by all of
27 the undersigned. Plaintiff and Defendant, may execute this Settlement in counterparts, and
28 execution of counterparts shall have the same force and effect as if each had signed the same

instrument. Copies of the executed Settlement shall be effective for all purposes as though the signatures contained therein were original signatures.

Dated: June __, 2024

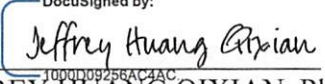
GITIBIN & ASSOCIATES, INC. DBA GO RENTALS

By: 

Name: KAVOUS GITIBIN

Title: PRESIDENT

DocuSigned by:

By: 

JEFFREY HUANG QIXIAN, Plaintiff

Dated: June 10, 2024

PROOF OF SERVICE

I, Lillian Marquez, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 350 South Grand Avenue, Suite 2300, Los Angeles, California 90071.

On June 3, 2024, I served a copy of the following document(s) described below on the interested parties in this action, as follows:

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Eric B. Kingsley, Esq.
Liane Katzenstein Ly, Esq.
Jessica Bulaon, Esq.
KINGSLEY & KINGSLEY, APC
16133 Ventura Boulevard, Suite 1200
Encino, CA 91436
Tel.: (818) 990-8300
Fax: (818) 990-2903
Email: eric@kingsleykingsley.com
liane@kingsleykingsley.com
jessi@kingsleykingsley.com

Attorneys for Plaintiff,
JEFFREY HUANG QIXIAN,
the Proper Class, and all
aggrieved employees

Emil Davtyan, Esq.
DAVTYAN LAW FIRM, INC.
880 E. Broadway
Glendale, CA 91205
Tel.: (818) 875-2008
Fax: (818) 722-3974
Email: emil@davtyanlaw.com

BY U.S. MAIL: By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth above. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY E-MAIL OR ELECTRONIC TRANSMISSION: I electronically served the documents on the date shown below to the e-mail addresses of the person listed below. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.

STATE: I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 3, 2024, at Los Angeles, California.

Lillian Marquez

1 WSACTIVELLP:113338029.1 - 6/3/2024 3:59 PM

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EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Jeffrey Huang Qixian, an individual, on behalf of himself, others similarly situated, and on behalf of the State of California, as a private attorney general, PLAINTIFF, v. GITIBIN & ASSOCIATES, INC., DBA GO RENTALS; and DOES 1 thru 50, inclusive, DEFENDANTS,
Alameda County Superior Court Case No. 22CV020833

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Gitibin & Associates, Inc. dba Go Rentals (“Go Rentals” or “Defendant”) for alleged wage and hour violations. The Action was filed by a former Go Rentals employee Jeffrey Huang Qixian (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked one or more pay periods for Go Rentals in the State of California during the Class Period (October 31, 2018 to May 13, 2024) who executed the same arbitration agreement as Plaintiff or did not execute an arbitration agreement; and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked one or more pay periods for Go Rentals in the State of California during the PAGA Period (August 4, 2021 to May 13, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Go Rentals to fund Individual Class Payments, and (2) a PAGA Settlement requiring Go Rentals to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Go Rentals’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Go Rentals’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Go Rentals’ records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Go Rentals to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Go Rentals.

If you worked for Go Rentals during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Go Rentals.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Go Rentals, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Go Rentals will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Go Rentals that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Go Rentals must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel

Written Objections Must be Submitted by [date]	or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Go Rentals' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Go Rentals' employee. The Action accuses Go Rentals of violating California labor laws by failing to pay minimum and overtime wages, sick leave, and failing to provide meal periods and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Kingsley Szamet & Ly and D.Law, Inc. ("Class Counsel.")

Go Rentals strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Go Rentals or Plaintiff is correct on the merits. In the meantime, Plaintiff and Go Rentals hired a neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Settlement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement, Plaintiff and Go Rentals have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Go Rentals does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Go Rentals has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Go Rentals will pay \$500,000.00 as the Gross Settlement Amount (Gross Settlement). Go Rentals has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Go Rentals will fund the Gross Settlement not more than 15 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- A. Up to \$ 166,666.66 (33.33% of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

- D. Taxes Owed on Payments to Class Members. Plaintiff and Go Rentals are asking the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.66% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Go Rentals have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you timely complete and mail a signed Request for Exclusion to notify the Claims Administrator in writing, not later than [date], that you wish to opt-out. The Request for Exclusion should be a signed letter from a Class Member setting forth a Class Member’s name, present address, telephone number, social security number, and a statement electing to be excluded from the Settlement. The Request for Exclusion must be postmarked no later than [date]. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Go Rentals.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Go Rentals based on the facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Go Rentals have agreed that, in either case, the Settlement will be void: Go

Rentals will not pay any money and Class Members will not release any claims against Go Rentals.

- H. Claims Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Claims Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Claims Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Claims Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final and Go Rentals has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Go Rentals or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims in the Action, as well as any and all claims that were asserted or could have been asserted based on the facts pled in the Action (including those alleged in Plaintiff’s notice or amended notice to the California Labor & Workforce Development Agency), the allegations of which are expressly incorporated herein, including any and all claims arising from the facts alleged in the Action, including all wage and hour claims for unpaid wages including minimum wages and overtime, failure to include all non-discretionary bonus compensation when calculating their regular rate for the purpose of determining the correct overtime rates, failure to pay wages during employment and upon separation of employment, meal break violations, failure to pay one hour of pay at the employees’ regular rate of compensation for each workday that the compliant meal period was not provided, wage statement violations, and recovery of restitution, disgorgement, injunctive relief, declaratory relief, conversion, unjust enrichment, civil and statutory penalties, interest, liquidated damages, failure to properly pay sick pay pursuant to Labor Code section 246, and claims under California Labor Code sections 201-203, 226(a), 226. 7, 246, 510, 512, 1194, 1194.2, and 1199, applicable Industrial Welfare Commission Wage Orders, claims under California Business & Professions Code sections 17200-17208, Civil Code § §3287 and 3289, Code of Civil Procedure §1021.5, and recovery of attorney’s fees and costs under any applicable statute.

- J. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Go Rentals has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Go Rentals, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Go Rentals or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from any and all claims brought pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code sections 2698, et seq., based on the claims that were asserted or could have been asserted based on the facts pled in the Action, including those alleged in Plaintiffs notice or amended notice to the California Labor & Workforce Development Agency, the allegations of which are expressly incorporated herein, including, without limitation, any and all claims arising from the facts alleged in the Action, including all wage and hour claims for unpaid wages including minimum wages and overtime, failure to pay one hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided, failure to pay wages during employment and upon separation of employment, meal break violations, failure to pay one hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided, wage statement violations, failure to properly pay sick pay pursuant to Labor Code section 246, and recovery of civil penalties for violations of California Labor Code sections 201-203, 226(a), 226.7, 246, 510, 512, 1194, 1194.2, 1199, applicable Industrial Welfare Commission Wage Orders, Civil Code §§3287 and 3289, Code of Civil Procedure §1021.5, and recovery of attorney's fees and costs under any applicable statute.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by the following formula:

Wage Statement Amount: 16.66% of the Net Settlement Amount shall be designated as the "Wage Statement Amount." The Wage Statement Amount to each Participating Class Member will be based on their proportionate number of workweeks worked between October 31, 2021 and the end of the Class Period, by multiplying the Wage Statement Amount by a fraction, the numerator of which is the Participating Class member's total workweeks worked between October 31, 2021 and the end of the Class Period, and the

denominator of which is the total number of workweeks worked by all Participating Class members between October 31, 2021 and the end of the Class Period.

Waiting Time Amount: 50% of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal, pro-rata shares to each Participating Class Members who separated their employment from Defendant at any time from October 31, 2019 to the end of the Class Period.

The remainder (33.34%) of the Net Settlement Amount will be distributed to each Participating Class Member based on their proportionate number of Compensable Work Weeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Participating Class member’s total Compensable Work Weeks worked during the Class Period, and the denominator of which is the total number of Compensable Work Weeks worked by all Participating Class members during the Class Period.

2. Individual Aggrieved Employee Payments. The Administrator will calculate Individual Aggrieved Employee Payments by (a) dividing \$10,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Go Rentals’ records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Claims Administrator via mail, email or fax. Section 9 of this Notice has the Claims Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Claims Administrator will accept Go Rentals’ calculation of Workweeks and/or Pay Periods based on Go Rentals’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Claims Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Go Rentals’ Counsel. The Claims Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out)

including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, social security number, and a simple statement that you do not want to participate in the Settlement ("Request for Exclusion"). The Claims Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Jeffrey Huang Qixian v. Gitibin & Associates, Inc. dba Go Rentals, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Request for Exclusion must be postmarked by [date] and mailed to the Claims Administrator, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Go Rentals are asking the Court to approve. At least fifteen days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the ClaimAdministrator's Website [need details] or the Court's website [need details].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **A written objection must be postmarked by [date] and returned to the Claims Administrator.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection.

Make sure you identify the Action Jeffrey Huang Qixian v. Gitibin & Associates, Inc. dba Go Rentals and include your name, current address, telephone number, and approximate dates of employment for Go Rentals, last four digits of your social security number and/or the Employee ID number, and whether you intend to appear at the Final Approval Hearing and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 21 of the Alameda Superior Court, located at 1221 Oak Street, Oakland, California 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website (<https://www.alameda.courts.ca.gov/general-information/remote-appearances>) for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.etc.] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Go Rentals and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [specify whose] website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://eportal.alameda.courts.ca.gov/?q=node/388> [confirm] and entering the Case Number for the Action, Case No. 22CV020833. You can also make an appointment to personally review court documents in the Clerk's Office at the Rene C. Davidson Courthouse, Administration Building, 1221 Oak Street, Oakland, California 94612, during regular business hours by calling 510-267-6911.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Claims Administrator:
Phoenix Settlement Administrators
[Email Address]

[Mailing Address]

[Telephone]

[Fax Number]

Attorneys for Plaintiff /
Participating Class Members:

Kingsley Szamet & Ly
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Attorneys for Go Rentals:

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Fax: (213) 237-2401

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Claims Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund [\[website\]](#) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Claims Administrator if you move or otherwise change your mailing address.

NOTICE OF SETTLEMENT AWARD

JEFFREY HUANG QIXIAN v. GITIBIN & ASSOCIATES, INC., DBA GO RENTALS, ET AL.
ALAMEDA COUNTY SUPERIOR COURT, CASE NO. 22CV020833

Please complete, sign, date and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep a current address on file with the Claims Administrator.

(I) Please type or print your name:

(First, Middle, Last) _____

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any) _____

New Street Address _____

City _____

State _____

Zip Code _____

(III) Information Used to Calculate Your Individual Settlement Payment:

According to Go Rentals' records:

- (a) You worked _____ workweeks for Go Rentals in California between October 31, 2018 and May 13, 2024;
- (b) You worked _____ workweeks for Go Rentals in California between October 31, 2021 and May 13, 2024;
- (c) You **<<DID/DID NOT>>** separate your employment with Go Rentals on or after October 31, 2019;

Based on the above, your Individual Settlement Payment is estimated to be \$ _____.

(IV) If you disagree with items (a) - (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Go Rentals' records, those records will control unless you are able to provide documentation that establishes that Go Rentals' records are mistaken. If there is a dispute about whether Go Rentals' information or yours is accurate, and the dispute cannot be resolved informally, the Parties and the Settlement Administrator will resolve the dispute as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN **<<RESPONSE DEADLINE>>**.**

Signature: _____ Date: _____

EXHIBIT “B”

[Mailing Date]

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Re: *Jeffrey Huang Qixian, an individual, on behalf of himself, others similarly situated, and on behalf of the State of California, as a private attorney general, PLAINTIFF, v. GITIBIN & ASSOCIATES, INC., DBA GO RENTALS; and DOES 1 thru 50, inclusive, DEFENDANTS. Alameda County Superior Court Case No. 22CV020833, filed on October 31, 2022 (“Action”).*

Phoenix Settlement Administrators
1411 N. Batavia St., Suite 105
Orange, CA 92867
Phoenixclassaction.com
T: 1.800.523-5773
F: 1.949.209-2503

Dear GITIBIN & ASSOCIATES, INC. DBA GO RENTALS Employee:

A settlement was reached between Plaintiff JEFFREY HUANG QIXIAN ("Plaintiff") and Defendant GITIBIN & ASSOCIATES, INC. DBA GO RENTALS ("Go Rentals"). On XXXX, the Court issued an Order approving settlement of the claim Plaintiff brought against Go Rentals pursuant to the Private Attorneys General Act of 2004 ("PAGA") for alleged unpaid wages including minimum wages and overtime, failure to include all non-discretionary bonus compensation when calculating their regular rate for the purpose of determining the correct overtime rates, failure to pay wages during employment and upon separation of employment, meal break violations, failure to pay one hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided, wage statement violations, failure to properly pay sick pay pursuant to Labor Code section 246, and claims under California Labor Code sections 201-203, 204, 210, 212-213, 218.6, 223, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698-2699.5 (collectively, the "PAGA Claims"). Go Rentals denies these allegations and denies any wrongdoing of any kind associated with these allegations. Please note that the Court has not made a determination about the merits of the PAGA Claims, but rather has formally and legally approved the Settlement entered into by the parties. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's PAGA Claims or allegations in the Action.

The total PAGA allocation is \$10,000.00. Of this amount, the law requires that 75% is allocated to the State of California and 25% is allocated to the eligible employees (described below). Therefore, the State of California will receive \$7,500.00 (75% of the penalties) and the eligible employees will each receive a pro rata share of the remaining \$2,500.00 (25% of the penalties).

The employees eligible to receive a payment under this Settlement are defined as: all employees employed by Go Rentals as an hourly employee in the State of California who worked one or more pay periods at any time from August 24, 2021 to May 13, 2024. (hereafter "Aggrieved Employees" or individually "Aggrieved Employee.").

The settlement and enclosed check represents your pro-rata share of the penalties and is based on a formula that took into account the total number of wage statements that were issued to you in relation to the number of wage

statements issued to all eligible employees during the time period from August 24, 2021 to May 13, 2024.

By way of this Settlement, you release Go Rentals and all of its affiliated entities, related entities, owners, officers, directors, members, parents, subsidiaries, affiliates, employees, agents, successors and assigns from any and all claims brought pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code sections 2698, et seq., based on the claims that were asserted or could have been asserted based on the facts pled in the Action, including those alleged in Plaintiffs notice or amended notice to the California Labor & Workforce Development Agency, the allegations of which are expressly incorporated herein, including, without limitation, any and all claims arising from the facts alleged in the Action, including all wage and hour claims for unpaid wages including minimum wages and overtime, failure to pay one hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided, failure to pay wages during employment and upon separation of employment, meal break violations, failure to pay one hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided, wage statement violations, failure to properly pay sick pay pursuant to Labor Code section 246, and recovery of civil penalties for violations of California Labor Code sections 201-203, 226(a), 226.7, 246, 510, 512, 1194, 1194.2, 1199, applicable Industrial Welfare Commission Wage Orders, Civil Code §§3287 and 3289, Code of Civil Procedure §1021.5, and recovery of attorney's fees and costs under any applicable statute.

Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks will be sent to the Unclaimed Wage Fund administered by the California Division of Labor Standards Enforcement in the name of the Aggrieved Employee who did not cash the check within 180 days.

If you have any questions concerning this Settlement, please contact **Phoenix Settlement Administrators at 1.800.523-5773.**

(Proof of Submission to Labor &
Workforce Development Agency)

EXHIBIT "2"

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On September 24, 2024 I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

David L. Cheng
dcheng@fordharrison.com
Min K. Kim
mkim@fordharrison.com
FORD & HARRISON LLP
350 S. Grand Avenue, Suite 2300
Los Angeles, CA 90071

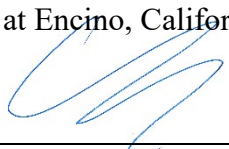
Emil Davtyan
emil@d.law
D.LAW, INC.
400 N. Brand Blvd, 7th Floor
Glendale, CA 91203

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 24, 2024 at Encino, California.



Michelle Tanzer