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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]

**SUPPLEMENTAL DECLARATION OF
ERIC B. KINGSLEY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 28, 2025
Time: 1:30 PM
Dept.: 21

Complaint Filed: October 31, 2022
Trial Date: None

1 **SUPPLEMENTAL DECLARATION OF ERIC B. KINGSLEY**

2 I, Eric B. Kingsley, state and declare as follows:

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

8 2. I graduated from the University of California, Santa Barbara, in 1993 with a degree
9 in History. I graduated from Loyola Law School of Los Angeles in 1996. I am admitted to practice
10 before the following Courts: United States Supreme Court; United States District Court, Northern,
11 Eastern, Southern and Central of California; all California State Courts.

12 3. I make this Supplemental Declaration in support of Plaintiff's Motion for
13 Preliminary Approval of the Class Action Settlement in the above-captioned case and in response
14 to the Court's December 9, 2024, Tentative Ruling ("TR") ordering the Parties to address various
15 points.

16 **I. Amended Settlement Agreement**

17 4. Pursuant to the Court's December 9, 2024, Tentative Ruling, the Parties have
18 amended the Settlement Agreement. A true and correct redlined copy of the Agreement reflecting
19 these changes is attached hereto as Exhibit "1". A true and correct clean, executed copy is attached
20 hereto as Exhibit "2".

21 **II. Cy Pres Designee**

22 5. The Parties have also agreed on a cy pres designee, Bet Tzedek Legal Services.

23 6. Bet Tzedek – Hebrew for the "House of Justice" – was established in 1974, and is
24 a non-profit legal services program that provides free legal services to low-income residents of
25 Southern California. Bet Tzedek represents clients on a non-sectarian basis in numerous legal
26 areas, including, but not limited to, employment, housing, government benefits, real estate fraud,
27 and caregiving for seniors and the developmentally disabled. Bet Tzedek depends upon public and
28 charitable funding sources to support its services.

1 7. The Parties have no relationships with Bet Tzedek Legal Services and my firm has
2 utilized Bet Tzedek Legal Services as a cy pres designee in class action litigation in the past.

3 8. No members of my firm sit on the board or derive any benefit from this designation.

4 **III. EXHIBITS TO THE MOTION**

5 9. As indicated on the Proof of Service, this supplemental declaration, including all
6 concurrently filed supporting documents, was uploaded to the Labor and Workforce Development
7 Agency's ("LWDA") website on the date these supplemental documents were filed. Proof of
8 submission of this supplemental declaration, all related documents, and copy of the email from the
9 LWDA confirming receipt is attached hereto as Exhibit "3."

10 **EXHIBITS**

11 10. Attached hereto as Exhibit "1" is a true and correct copy of the redlined Amended
12 Joint Stipulation of Class Action and PAGA Settlement and Release.

13 11. Attached hereto as Exhibit "2" is a true and correct clean copy of the fully-executed
14 Amended Joint Stipulation of Class Action and PAGA Settlement and Release.

15 12. Attached hereto as Exhibit "3" is a true and correct copy of the proof of submission
16 of this supplemental declaration, all related documents, and copy of the email from the LWDA
17 confirming receipt.

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

20 This Declaration was executed this 18th day of December, 2024, in Encino, California.

21 

22 _____
23 Eric B. Kingsley
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EXHIBIT "1"

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Attorneys for Plaintiff, the Proposed Class, and all
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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7 Attorneys for Plaintiff, the Proposed Class, and all aggrieved employees
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1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

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

8 **1. DEFINITIONS**

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

10 1.1. “Action” means the lawsuit entitled *JEFFREY HUANG QIXIAN, an individual, on*
11 *behalf of himself, others similarly situated, and on behalf of the State of California, as a private*
12 *attorney general, v. GITIBIN & ASSOCIATES, INC., DBA GO RENTALS, and DOES 1 through*
13 *50* (Superior Court of the State of California, For the County of Alameda, Case No. 22CV020833
14 (“Action”).

15 1.2. “Claims Administrator” means and refers to Phoenix Settlement Administrators
16 agreed to by the Parties, who will provide the notices to the Settlement Class Members and
17 Aggrieved Employees and distribute the settlement amounts as described in this Settlement.

18 1.3. “Claims Administration Costs” means the amount to be paid to the third-party
19 Claims Administrator from the Gross Settlement Amount for the administration of the Settlement.
20 The Parties agree to allocate approximately Ten Thousand Dollars and No Cents (\$10,000.00) of
21 the Gross Settlement Amount for Claims Administration Costs. If the Parties’ actual Claims
22 Administration Costs exceed \$10,000, this amount shall be adjusted, and any difference shall be
23 paid from the Gross Settlement Amount. If the requested Claims Administration Costs is not
24 approved and/or reduced by the Court, that amount shall be returned to the Net Settlement Amount
25 to be distributed to the Class members.

26 1.4. “Class Counsel” means Eric B. Kingsley, Liane Katzenstein Ly, and Jessica Bulaon
27 of Kingsley Szamet & Ly.

28 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

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

5 1.23. "Individual Settlement Payment" means the amount payable to each Participating
6 Class Member, as calculated pursuant to Paragraph 3.22 of the Settlement, from the Net Settlement
7 Amount. Checks for Individual Settlement Payments will specifically indicate that they are void
8 if not negotiated within one hundred eight (180) days of their issuance.

9 1.24. "PAGA Allocation" means Ten Thousand Dollars and No Cents (\$10,000.00) for
10 the compromise of claims for civil penalties brought under the Labor Code Private Attorneys
11 General Act of 2004 ("PAGA").

12 1.25. "LWDA PAGA Allocation" means Seven Thousand Five Hundred Dollars and No
13 Cents (\$7,500.00), representing 75% of the PAGA Allocation, and is the amount payable from the
14 Gross Settlement Amount to California's Labor & Workforce Development Agency.

15 1.26. "Aggrieved Employee Settlement Payment" means the amount payable to each
16 Aggrieved Employee, as calculated pursuant to Paragraph 3.24 of the Settlement, from the
17 Aggrieved Employee PAGA Allocation. Checks for Aggrieved Employee Settlement Payments
18 will specifically indicate that they are void if not negotiated within one hundred eight (180) days
19 of their issuance.

20 1.27. "Aggrieved Employee PAGA Allocation" means Two Thousand Five Hundred
21 Dollars and No Cents (\$2,500.00), representing 25% of the PAGA Allocation, and is the amount
22 payable from the Gross Settlement Amount to Aggrieved Employees.

23 1.28. "Aggrieved Employees" shall mean any Settlement Class Member employed in
24 California at any time from August 24, 2021 through and including the Preliminary Approval Date,
25 or May 13, 2024, whichever comes earlier.

26 1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the Class
27 Counsel Award, the Class Counsel Costs, the Class Representative Enhancement Award, the
28 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, as a proxy/agent for the LWDA and
22 the State of California, shall be deemed to have released Defendant and all Released Parties from
23 any and all claims brought pursuant to the California Private Attorneys General Act of 2004, Cal.
24 Lab. Code sections 2698, *et seq.*, based on the claims that were asserted or could have been
25 asserted based on the facts pled in Plaintiff’s notice or amended notice to the California Labor &
26 Workforce Development Agency, including all wage and hour claims for unpaid wages including
27 minimum wages and overtime, failure to pay one hour of pay at the employees’ regular rate of
28 compensation for each workday that the compliant meal period was not provided, failure to pay

1 wages during employment and upon separation of employment, meal break violations, failure to
2 pay one hour of pay at the employees' regular rate of compensation for each workday that the
3 compliant meal period was not provided, wage statement violations, failure to properly pay sick
4 pay pursuant to Labor Code section 246, and recovery of civil penalties for violations of
5 California Labor Code sections 201-203, 226(a), 226.7, 245.5, 246, 510, 512, 1194, 1194.2, 1199,
6 applicable Industrial Welfare Commission Wage Orders, Civil Code §§3287 and 3289, Code of
7 Civil Procedure §1021.5, and recovery of attorney's fees and costs under any applicable statute.

8 1.41. "Released Parties" means Defendant and all of its affiliated entities, related entities,
9 owners, officers, directors, members, parents, subsidiaries, affiliates, employees, agents,
10 successors and assigns.

11 1.42. "Request for Exclusion" means a request by any Settlement Class Member to
12 exclude themselves from the Settlement. Any Settlement Class member who wishes to opt out of
13 the Settlement must complete and mail a Request for Exclusion (defined below) to the Claims
14 Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets
15 (the "Response Deadline"). The Notice Packet shall state that Settlement Class members who wish
16 to exclude themselves from the Settlement must prepare and submit a Request for Exclusion by
17 the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone
18 number and the last four digits of the Social Security number of the Settlement Class member; (2)
19 contain a statement that the Settlement Class member wishes to be excluded from the Settlement;
20 (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline
21 and mailed to the Claims Administrator at the address specified in the Class Notice. If the Request
22 for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for
23 exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class
24 member's telephone number and/or last four digits of the Social Security number will be deemed
25 valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to
26 determine whether a Request for Exclusion has been timely submitted. Any Settlement Class
27 member who requests to be excluded from the Settlement Class will not be entitled to any recovery
28 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)

1 failure to provide meal periods pursuant to Labor Code sections 226.7 and 512; (3) violation of
2 Labor Code section 226(a); (4) penalties pursuant to Labor Code section 203; (5) violation of
3 Business and Professions Code section 17200; and (6) Penalties Pursuant to Labor Code section
4 2699, et seq., for violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
5 1194.2, and 1199. Plaintiff submitted an amended PAGA notice to the LWDA on June 26, 2024,
6 adding an alleged violation of Labor Code sections 245.5 and 246.

7 2.3. Settlement Negotiations. On March 13, 2024, the Parties participated in a private
8 mediation session with mediator the Honorable Terry Green, a well-respected, experienced
9 mediator in the field of wage and hour class actions. Prior to the mediation, Class Counsel
10 conducted extensive discovery and investigation during the prosecution of the Action. The
11 discovery and investigation included, among other things: (1) analysis of employee time and
12 payroll records, employment policies and procedures, and other relevant documents; (2) evaluation
13 of legal positions taken by Defendant; (3) evaluation of potential class-wide damages and PAGA
14 penalties; (4) review and research of applicable law with respect to the claims and potential
15 defenses brought by Defendant; and (5) written discovery responses. Class Counsel has vigorously
16 prosecuted the Action, and Defendant has vigorously defended it. The Parties have engaged in
17 sufficient discovery and investigation to assess the relative merits of the claims and contentions of
18 the Parties. Based on this information and the settlement discussions during the mediation
19 conducted at arm's length, the Parties came to an agreement in principle on May 13, 2024. The
20 settlement is the result of an informed and detailed evaluation of the potential liability of total
21 exposure in relation to the costs and risks associated with continued litigation of the Action.

22 2.4. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize
23 the length of continued proceedings necessary to litigate their disputes through certification, trial,
24 and any possible appeal. Plaintiff and Class Counsel have also taken into account the uncertainty
25 and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation,
26 including, but not limited to, the risks related to a contested motion for class certification, and the
27 risks related to liability raised by the issues in this case. Plaintiff and Class Counsel are also aware
28 of the burdens of proof necessary to establish liability for the claims asserted in the Action and the

difficulties in establishing damages for the Settlement Class Members. Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter into a settlement that confers substantial relief upon Settlement Class Members and Aggrieved Employees. Based on the foregoing, Plaintiff and Class Counsel have determined that this Settlement is fair, adequate, and reasonable, and is in the best interests of the Settlement Class Members and Aggrieved Employees.

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

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

3. TERMS OF SETTLEMENT

The Parties agree as follows:

1 3.1. Binding Settlement. This Settlement shall bind the Parties and all Participating
2 Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the
3 Court's approval.

4 3.2. Maximum Amount Payable. Under the terms of this Settlement, the maximum
5 amount payable by Defendant (subject to the escalator language included in section 1.22) shall be
6 the Gross Settlement Amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00),
7 which includes Individual Settlement Payments to Participating Class Members, the Class Counsel
8 Award, Class Counsel Costs, Claims Administrator Costs, Class Representative Enhancement
9 Award, Employee Taxes, and the PAGA Allocation. Employer Taxes due on wage payments from
10 the maximum amount payable shall be paid separately by Defendant, in addition to the maximum
11 amount payable.

12 3.3. Releases As To Plaintiff, Participating Class Members and the LWDA/State of
13 California. As of the Effective Date, all Participating Class Members, including Plaintiff,
14 individually ~~and as a proxy/agent of the LWDA,~~ will be deemed to have fully, finally and forever
15 released, settled, compromised, relinquished, and discharged the Released Parties from the Class
16 Released Claims for the period of October 31, 2018 through and including the Preliminary
17 Approval Date, or May 13, 2024, whichever comes earlier. Further, As of the Effective Date,
18 Plaintiff as the proxy/agent of the LWDA will be deemed to have fully, finally and forever
19 released, settled, compromised, relinquished, and discharged the Released Parties from the PAGA
20 Released Claims for the period of August 24, 2021 through and including the Preliminary
21 Approval Date, or May 13, 2024, whichever comes earlier. Likewise, as of the Effective Date,
22 Plaintiff's General Release shall become effective.

23 3.4. Tax Liability. The Parties make no representations as to the tax treatment or legal
24 effect of the payments called for hereunder, and Plaintiff, Settlement Class Members, and
25 Aggrieved Employees are not relying on any statement or representation by the Parties in this
26 regard. Plaintiff, Settlement Class Members, and Aggrieved Employees understand and agree that
27 they will be responsible for the payment of any taxes and penalties assessed on the payments
28 described herein and will hold the Released Parties free and harmless from and against any claims

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

6 3.5. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
7 of this Settlement, and no written communication or disclosure between or among the Parties,
8 Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such
9 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
10 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2)
11 the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and
12 tax counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered
13 into this Settlement based upon the recommendation of any other party or any attorney or advisor
14 to any other party, and (c) is not entitled to rely upon any communication or disclosure by any
15 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
16 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
17 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
18 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
19 treatment or tax structure of any transaction, including any transaction contemplated by this
20 Settlement.

21 3.6. Filing of An Amended Complaint. As part of this Settlement, Plaintiff agrees to
22 submit an amended PAGA notice to the California Labor & Workforce Development Agency and
23 subsequently file an amended Complaint with the Court to add a claim for failure to properly pay
24 sick pay pursuant to Labor Code section 246.

25 3.7. Settlement Approval and Implementation Procedures. As part of this Settlement,
26 the Parties agree to the following procedures for obtaining the Court's preliminary approval of the
27 Settlement, certifying the Settlement Class, notifying Settlement Class Members of the Settlement,
28 obtaining the Court's final approval of the Settlement, and processing the Individual Settlement

1 Payments and Aggrieved Employee Settlement Payments.

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

13 3.9. Class Information. No more than fifteen (15) calendar days after the entry of the
14 Preliminary Approval Order, Defendant shall provide the Claims Administrator with the Class
15 Information for purposes of mailing Notice Packets to Settlement Class Members.

16 3.10. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Claims
17 Administrator will perform a search on the National Change of Address database to update the
18 Settlement Class Members' addresses. No more than ten (10) calendar days after receiving the
19 Class Information from Defendant, as provided herein, the Claims Administrator shall mail copies
20 of the Notice Packet in English and Spanish to all Settlement Class Members by regular First-
21 Class U.S. Mail (attached hereto as Exhibit A, to be translated by the Claims Administrator). The
22 Claims Administrator shall exercise its best judgment to determine the current mailing address for
23 each Settlement Class Member. The address identified by the Claims Administrator as the current
24 mailing address shall be presumed to be the best mailing address for each Settlement Class
25 Member. It will be conclusively presumed that if an envelope so mailed has not been returned
26 within twenty (20) days of the mailing that the Settlement Class Member received the Notice
27 Packet.

28 3.11. Undeliverable Notices. Any Notice Packets returned to the Claims Administrator

1 as undeliverable on or before the Response Deadline shall be re-mailed to the forwarding address
2 affixed thereto.

3 3.12. For each Settlement Class Member whose Notice Packet is returned, there will be
4 one (1) skip trace by the Claims Administrator. If an updated mailing address is identified, the
5 Claims Administrator shall resend the Notice Packet to the Settlement Class Member. One (1)
6 supplemental Notice Packet shall be mailed to each Settlement Class Member whose original
7 Notice Packet is returned as undeliverable to the Claims Administrator. Such re-mailing shall be
8 made within five (5) business days of the Claims Administrator receiving notice that the respective
9 Notice Packet was undeliverable. Reasonable requests by the Claims Administrator for additional
10 information in Defendant's possession must be responded to within a reasonable amount of time
11 by counsel for Defendant. It is the intent of the Parties that reasonable means be used to locate the
12 Settlement Class Members and apprise them of their rights.

13 3.13. Settlement Class Members to whom Notice Packets are re-sent after having been
14 returned undeliverable to the Claims Administrator shall have an additional fourteen (14) calendar
15 days to mail the Request for Exclusion or a Notice of Objection. Notice Packets that are re-sent
16 shall inform the recipient of this adjusted deadline. The date of the postmark on the return envelope
17 shall be the exclusive means used to determine whether a Settlement Class Member has returned
18 his or her Request for Exclusion on or before the adjusted deadline. It will be conclusively
19 presumed that if an envelope so mailed has not been returned within twenty (20) days of the
20 mailing, that the Settlement Class Member received the Notice Packet. If a Settlement Class
21 Member's Notice Packet is returned to the Claims Administrator more than once as undeliverable,
22 then an additional Notice Packet shall not be re-mailed.

23 3.14. Compliance with the procedures specified in paragraphs 3.9 through 3.12 of this
24 Settlement shall constitute due and sufficient notice to Settlement Class Members of this
25 Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or
26 done by, the Parties, Class Counsel, and/or Defense Counsel to provide notice of the proposed
27 Settlement.

28 3.15. Disputes. Settlement Class Members will have the opportunity during the sixty

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

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

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

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

24 3.18. No Solicitation of Settlement Objections or Exclusions. The Parties and their
25 counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall
26 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members
27 to submit either written objections to the Settlement or Requests for Exclusion from the Settlement,
28 or to appeal from the Court’s Final Judgment.

1 3.19. Funding of the Gross Settlement Amount. This is a non-reversionary Settlement in
2 which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross
3 Settlement Amount will revert to Defendant. Defendant is separately and solely responsible for
4 any employer payroll taxes owed as a result of the Settlement. By no later than fifteen (15)
5 calendar days after the Effective Date, Defendant shall provide to the Claims Administrator the
6 Gross Settlement Amount. No payments from the Gross Settlement Amount shall be made before
7 the Gross Settlement Amount is fully funded.

8 3.20. Accounting by Claims Administrator. No more than five (5) business days after
9 the Gross Settlement Amount is fully funded, the Claims Administrator will provide the Parties
10 with an accounting of all anticipated payments from the Gross Settlement Amount. The Net
11 Settlement Amount shall be calculated by deducting from the Gross Settlement Amount payments
12 for (1) Class Representative Enhancement Award, as specified in this Settlement and approved by
13 the Court; (2) Class Counsel Award, as specified in this Settlement and approved by the Court; (3)
14 Class Counsel Costs, as specified in this Settlement and approved by the Court; (4) Claims
15 Administration Costs, as specified in this Settlement and approved by the Court; and (5) the PAGA
16 Allocation, as specified in this Settlement and approved by the Court. The Net Settlement Amount
17 shall be distributed in Individual Settlement Payments in accordance with Paragraphs 3.21 and
18 3.22.

19 3.21. Individual Settlement Payments. Each Participating Class Member shall be eligible
20 to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount, based
21 on the number of Compensable Work Weeks worked by the Participating Class Member during
22 the Class Period. Individual Settlement Payments shall be paid pursuant to the formula set forth
23 in Paragraph 3.22 below. Individual Settlement Payments shall be mailed by regular First-Class
24 U.S. Mail to Participating Class Members' last known mailing address no later than fifteen (15)
25 calendar days after the Gross Settlement Amount is fully funded. Individual Settlement Payments
26 will specifically indicate that they are void if not negotiated within one hundred eight (180) days
27 of their issuance. Individual Settlement Payments reflect settlement of a dispute regarding wages,
28 interest, and penalties. Individual Settlement Payments will be allocated as follows: 1/3 as wages;

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

6 3.22. Individual Settlement Payment Formula.

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

9 i. Wage Statement Amount: 16.66% of the Net Settlement Amount shall
10 be designated as the “Wage Statement Amount.” The Wage Statement
11 Amount to each Participating Class Member will be based on their
12 proportionate number of workweeks worked between October 31, 2021
13 and the end of the Class Period, by multiplying the Wage Statement
14 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.

15 ii. Waiting Time Amount: 50% of the Net Settlement Amount shall be
16 designated as the “Waiting Time Amount.” The Waiting Time Amount
17 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.

18 iii. The remainder (33.34%) of the Net Settlement Amount will be
19 distributed to each Participating Class Member based on their
20 proportionate number of Compensable Work Weeks worked during the
21 Class Period, by multiplying the remaining Net Settlement Amount by a
22 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.

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

26 3.23. Aggrieved Employee Settlement Payments. Each Aggrieved Employee shall be
27 eligible to receive an Aggrieved Employee Settlement Payment, which is a share of the Aggrieved
28

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

12 3.24. Aggrieved Employee Settlement Payment Formula. Defendant will calculate the
13 PAGA Pay Period for each Aggrieved Employee. The Claims Administrator will calculate a
14 Payment Ratio from the Aggrieved Employee PAGA Allocation for each Aggrieved Employee by
15 dividing the respective PAGA Pay Period by the total PAGA Pay Period for all Aggrieved
16 Employees. Each Aggrieved Employee's Payment Ratio will then be multiplied by the Aggrieved
17 Employee PAGA Allocation to determine each Aggrieved Employee Settlement Payment.

18 3.25. The Claims Administrator will be responsible for issuing to Plaintiff, Aggrieved
19 Employees, Participating Class Members, and Class Counsel W-2's, 1099's, or other tax forms as
20 may be required by law for all amounts paid pursuant to this Settlement. The Claims Administrator
21 will also be responsible for forwarding all payroll taxes and penalties to the appropriate
22 government authorities. Defendant shall be responsible for Employer Taxes. Defendant shall have
23 no responsibility for deciding the validity of any Individual Settlement Payment, Aggrieved
24 Employee Settlement Payment, or any other payments made pursuant to this Settlement, shall have
25 no involvement in or responsibility for the determination or payment of Employee Taxes, and shall
26 have no liability for any errors made with respect to such Employee Taxes.

27 3.26. No benefit, including but not limited to pension benefits, shall increase or accrue
28 as a result of any payment made pursuant to this Settlement.

1 3.27. If a check for an Individual Settlement Payment or Aggrieved Employee Settlement
2 Payment is returned to the Claims Administrator as undeliverable, the Claims Administrator shall
3 promptly attempt to obtain a valid mailing address by performing a skip trace search. If another
4 address is identified, the Claims Administrator shall mail the check to the newly identified address.
5 If an Individual Settlement Payment or Aggrieved Employee Settlement Payment check is returned
6 to the Claims Administrator a second time as undeliverable, the Claims Administrator shall not
7 attempt any further re-mailing of that check. Any funds remaining due to uncashed settlement
8 checks after One Hundred and Eighty (180) days shall be distributed to Bet Tzedek, the Parties
9 agreed upon cy pres recipient within the meaning of California Code of Civil Procedure section
10 384.

11 3.28. Class Representative Enhancement Awards. Defendant agrees not to oppose or
12 object to any application or motion by Plaintiff for a Class Representative Enhancement Award,
13 not to exceed Ten Thousand Dollars and No Cents (\$10,000.00) for Plaintiff, as consideration for
14 Plaintiff's time and effort in bringing and prosecuting this matter. The Class Representative
15 Enhancement Award shall be paid to Plaintiff from the Gross Settlement Amount no later than
16 fifteen (15) calendar days after the Gross Settlement Amount is fully funded. The Claims
17 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Class Representative
18 Enhancement Award. Plaintiff shall be solely and legally responsible for payment of all applicable
19 taxes on their Class Representative Enhancement Award and shall hold Defendant harmless from
20 any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative
21 Enhancement Award. The Class Representative Enhancement Award shall be in addition to
22 Plaintiff's Individual Settlement Payment as a Participating Class Member. In the event that the
23 Court awards lesser amounts than the Class Representative Enhancement Award requested, then
24 any portion of the requested amount not awarded to Plaintiff shall be added to the Net Settlement
25 Amount. Plaintiff shall not have the right to revoke his agreement to the Settlement on the grounds
26 the Court did not approve any or all of their request for a Class Representative Enhancement
27 Award.

28 3.29. Class Counsel Award and Costs. Defendant agrees not to oppose or object to any

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

12 3.30. Defendant's Option to Terminate Settlement. If, after the Response Deadline and
13 before the Final Approval Hearing, ten percent or more of the number of Settlement Class
14 Members submit timely and valid Requests for Exclusion from the Settlement, Defendant shall
15 have, in its sole discretion, the option to terminate this Settlement. Defendant shall exercise this
16 option to terminate, if it wishes, at least sixteen (16) court days prior to the Final Approval Hearing.
17 If Defendant decides to void the Settlement, then the Settlement and conditional class certification
18 shall be considered void, and neither the Settlement, conditional class certification, nor any of the
19 related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in
20 the same position, without prejudice, as if this Settlement had been neither entered into nor filed
21 with the Court. Should Defendant void the Settlement under this paragraph, it shall be solely
22 responsible for all Claims Administration Costs.

23 3.31. Claims Administration Costs. The Claims Administrator shall be paid for the costs
24 of administration of the Settlement from the Gross Settlement Amount. The Parties agree to
25 allocate approximately Ten Thousand Dollars and No Cents (\$10,000.00) of the Gross Settlement
26 Amount for Claims Administration Costs. If the Parties' actual Claims Administration Costs
27 exceed \$10,000, this amount shall be adjusted and any difference shall be paid from the Gross
28 Settlement Amount. If the requested Claims Administration Costs is not approved and/or reduced

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

25 3.32. Final Approval Hearing. At a reasonable time following the Response Deadline,
26 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the
27 Court shall determine amounts properly payable for (i) the Class Counsel Award, (ii) the Class
28 Counsel Costs, (iii) the Class Representative Enhancement Awards, (iv) the LWDA PAGA

1 Allocation; and (v) the Claims Administration Costs.

2 3.33. Entry of Final Judgment. If the Court approves this Settlement at the Final
3 Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the Gross
4 Settlement Amount has been fully funded, with the Court retaining jurisdiction over the Parties to
5 enforce the terms of the judgment. If the Court grants final approval to the Settlement, notice of
6 Final Approval shall be posted on a website set up by the Claims Administrator. Following the
7 Court's entry of Final Judgment, Class Counsel shall provide notice to the California Labor &
8 Workforce Development Agency in accordance with Cal. Lab. Code section 2699(1)(3).

9 3.34. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Participating
10 Class Members pursuant to this Settlement will not count as earnings or compensation for purposes
11 of any benefits (e.g., pensions or retirement plans) sponsored by Defendant. It is expressly
12 understood and agreed that the receipt of Individual Settlement Amount shall not entitle any
13 Participating Class Member to additional compensation or benefits under any collective bargaining
14 agreement or under any bonus, contest or other compensation or benefit plan or agreement in place
15 during the period covered by the Settlement, nor shall it entitle any Participating Class Member to
16 any increased pension and/or retirement, or other deferred compensation benefits. It is the intent
17 of the Parties that Individual Settlement Amounts provided for in this Settlement are the sole
18 payments to be made by Defendant to Participating Class Members in connection with this
19 Settlement, with the exception of Plaintiff, and that the Participating Class Members are not
20 entitled to any new or additional compensation or benefits as a result of having received the
21 Individual Settlement Awards. Furthermore, the receipt of Individual Settlement Amounts by
22 Participating Class Members shall not, and does not, by itself establish any general, special, or
23 joint employment relationship between and among the Participating Class Member(s) and
24 Defendant.

25 3.35. Nullification of Settlement. In the event: (i) the Court does not enter the
26 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the
27 Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein;
28 or (iv) the Settlement does not become final for any other reason, this Settlement shall be null and

1 void and any order or judgment entered by the Court in furtherance of this Settlement shall be
2 treated as void from the beginning. In such a case, the Parties and any funds to be awarded under
3 this Settlement shall be returned to their respective statuses as of the date and time immediately
4 prior to the execution of this Settlement, and the Parties shall proceed in all respects as if this
5 Settlement had not been executed, except that any costs and fees already incurred by the Claims
6 Administrator shall be split by the Parties.

7 3.36. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
8 the interpretation, calculation or payment of settlement claims, or other disputes regarding
9 compliance with this Settlement shall be resolved as follows:

10 3.37.1 If Plaintiff or Class Counsel, on behalf of Plaintiff, any Settlement Class
11 Members or Aggrieved Employees, or Defendant, at any time believe that the other Party or Parties
12 have breached or acted contrary to the Settlement, that Party shall notify the other Party or Parties
13 in writing of the alleged violation. Upon receiving notice of the alleged violation or dispute, the
14 responding Party shall have ten (10) days to correct the alleged violation and/or respond to the
15 initiating Party with the reasons why the Party disputes all or part of the allegation.

16 3.37.2. If the response does not address the alleged violation to the initiating
17 Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their
18 differences.

19 3.37.3. If thereafter, the Parties still cannot resolve the dispute, the Parties
20 shall utilize the services of the Honorable Terry Green (Mediator) in a good-faith attempt to
21 mediate and resolve the dispute.

22 3.37.4. If the Parties are unable to resolve their differences after twenty (20)
23 days, either Party may file an appropriate motion for enforcement with the Court. The Court may
24 award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken to
25 enforce this Settlement.

26 3.37. Exhibits and Headings. The terms of this Settlement include the terms set forth in
27 Exhibits A and B, which are attached to this Settlement and incorporated by this reference as
28 though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of the

1 Settlement. The descriptive headings of any paragraphs or sections of this Settlement are inserted
2 for convenience of reference only and do not constitute a part of this Settlement.

3 3.38. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action
4 and thereafter implement and complete the Settlement.

5 3.39. Amendment or Modification. This Settlement may be amended or modified only
6 by a written instrument signed by counsel for all Parties or their successors-in-interest.

7 3.40. Entire Settlement. This Settlement and any attached Exhibits constitute the entire
8 agreement among these Parties, and no oral or written representations, warranties or inducements
9 have been made to any Party concerning this Settlement or its exhibits, other than the
10 representations, warranties and covenants contained and memorialized in the Settlement and its
11 exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
12 on the Parties.

13 3.41. Authorization to Enter into Settlement. Counsel for the Parties warrant and
14 represent they are expressly authorized by the Parties whom they represent to negotiate this
15 Settlement and to take all appropriate actions required or permitted to be taken by such Parties
16 pursuant to this Settlement to effectuate its terms, and to execute any other documents required to
17 effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each
18 other and use their best efforts to affect the implementation of the Settlement. In the event the
19 Parties are unable to reach agreement on the form or content of any document needed to implement
20 the Settlement, or on any supplemental provisions that may become necessary to effectuate the
21 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such
22 disagreement. The person signing this Settlement on behalf of Defendant represents and warrants
23 that he or she is authorized to sign this Settlement on behalf of Defendant. Plaintiff represents and
24 warrants that he is authorized to sign this Settlement and that he has not assigned any claim, or
25 part of a claim, covered by this Settlement to a third-party.

26 3.42. Binding on Successors and Assigns. This Settlement shall be binding upon, and
27 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

28 3.43. No Prior Assignments. The Parties and their counsel represent, covenant, and

1 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
2 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
3 action, cause of action or right herein released and discharged.

4 3.44. California Law Governs. All terms of this Settlement and the exhibits hereto shall
5 be governed by and interpreted according to the laws of the State of California.

6 3.45. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
7 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
8 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
9 present and potential.

10 3.46. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
11 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
12 implementation, and enforcement of the terms of this Settlement and all orders and judgments
13 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction
14 of the Court for purposes of interpreting, implementing, and enforcing this Settlement and all
15 orders and judgments entered in connection therewith.

16 3.47. Invalidity of Any Provision. Before declaring any provision of this Settlement
17 invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent
18 possible, consistent with applicable precedents.

19 3.48. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
20 class certification for purposes of this Settlement only.

21 3.49. Cooperation. The Parties agree to cooperate fully with one another to accomplish
22 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
23 execution of such other documents and the taking of such other action as may be reasonably
24 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best
25 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
26 necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

27 3.50. Publicity. Plaintiff and Class Counsel agree that they will not issue any press
28 releases, initiate any contact with the press, respond to any press inquiry, or have any

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

12 3.51. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
13 and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly
14 against one party than another merely by virtue of the fact that it may have been prepared by
15 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
16 between the Parties, all Parties have contributed to the preparation of this Settlement.

17 3.52. Representation by Counsel. The Parties acknowledge that they have been
18 represented by counsel throughout all negotiations that preceded the execution of this Settlement,
19 and that this Settlement has been executed with the consent and advice of counsel, and reviewed
20 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
21 Settlement Agreement.

22 3.53. All Terms Subject to Final Court Approval. All amounts and procedures described
23 in this Stipulation are subject to final Court approval.

24 3.54. Notices. Unless otherwise specifically provided, all notices, demands or other
25 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on
26 the third business day after mailing or if emailed, the next business day; and (3) sent via email
27 and/or United States registered or certified mail, return receipt requested, addressed as follows:

28 **To Plaintiff:**

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

7 **To Defendant:**

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

13 3.55. Execution by Settlement Class Members. It is agreed that it is impossible or
14 impractical to have each Settlement Class Member execute this Settlement. The Notice of
15 Settlement will advise all Settlement Class Members of the binding nature of the release and such
16 shall have the same force and effect as if each Settlement Class Member executed this Settlement.

17 3.56. Execution by Plaintiff and Defendant. Plaintiff and Defendant, by signing this
18 Settlement, are bound by the terms herein.

19 3.57. Binding Agreement. The Parties warrant that they understand and have full
20 authority to enter into this Settlement, and further intend that this Settlement will be fully
21 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure
22 in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
23 that otherwise might apply under federal or state law.

24 3.58. Counterparts. This Settlement shall become effective upon its execution by all of
25 the undersigned. Plaintiff and Defendant, may execute this Settlement in counterparts, and
26 execution of counterparts shall have the same force and effect as if each had signed the same
27 instrument. Copies of the executed Settlement shall be effective for all purposes as though the
28 signatures contained therein were original signatures.

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Dated: June __, 2024

GITIBIN & ASSOCIATES, INC. DBA GO
RENTALS

By: _____
Name:
Title:

Dated: June __, 2024

By: _____
JEFFREY HUANG QIXIAN, Plaintiff

1 **PROOF OF SERVICE**

2 I, Lillian Marquez, declare:

3 I am a citizen of the United States and employed in Los Angeles County, California. I am
4 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.

5 On **December 18, 2024**~~December 10, 2024~~, I served a copy of the following document(s)
6 described below on the interested parties in this action, as follows:

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

8 Eric B. Kingsley, Esq.
9 Liane Katzenstein Ly, Esq.
10 Jessica Bulaon, Esq.
11 KINGSLEY & KINGSLEY, APC
12 16133 Ventura Boulevard, Suite 1200
13 Encino, CA 91436
14 Tel.: (818) 990-8300
15 Fax: (818) 990-2903
16 Email: eric@kingsleykingsley.com
17 liane@kingsleykingsley.com
18 jessi@kingsleykingsley.com

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

14 Emil Davtyan, Esq.
15 DAVTYAN LAW FIRM, INC.
16 880 E. Broadway
17 Glendale, CA 91205
18 Tel.: (818) 875-2008
19 Fax: (818) 722-3974
20 Email: emil@davtyanlaw.com

21 **BY U.S. MAIL:** By placing the document(s) listed above in a sealed envelope with
22 postage thereon fully prepaid, in the United States mail at Los Angeles, California
23 addressed as set forth above. I am readily familiar with the firm's practice of collection and
24 processing correspondence for mailing. Under that practice it would be deposited with the
25 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.

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

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

2 Executed on **December 18, 2024**~~December 10, 2024~~, at Los Angeles, California.

Lillian Marquez

1 WSACTIVE LLP:113337920.1 - 6/3/2024 3:07 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. Releases as to Plaintiff, Participating Class Members, and LWDA/State of California. As of the Effective Date, ~~all Participating Class Members, including Plaintiff~~, individually and as a proxy/agent of the LWDA, ~~will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties from the Class Released Claims for the period of October 31, 2018 through and including the Preliminary Approval Date, or May 13, 2024, whichever comes earlier.~~ Further, As of the Effective Date, Plaintiff as the proxy/agent ~~of the LWDA~~ will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties from the PAGA Released Claims for the period of August 24, 2021 through and including the Preliminary Approval Date, or May 13, 2024, whichever comes earlier. Likewise, as of the Effective Date, Plaintiff's General Release shall become effective.

~~K. The Release as to Plaintiff, Participating Class Members, and the LWDA/State of California are as follows: Plaintiff, as a proxy/agent for the LWDA and the State of California, shall be deemed to have released Defendant and all 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 Plaintiff's notice or amended notice to the California Labor & Workforce Development Agency, 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, 245.5, 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 Claim Administrator'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
ERIC B. KINGSLEY
eric@kingsleylawyers.com
LIANE KATZENSTEIN LY
liane@kingsleylawyers.com
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Fax (818)-990-2903

D.Law, Inc.
Emil Davtyan
emil@d.law
400 N. Brand Blvd., 7th Floor
Glendale, CA 91203
Tel: (818) 875-2008
Fax: (818) 722-3974

Attorneys for Go Rentals:

FORD & HARRISON LLP
David L. Cheng
dcheng@fordharrison.com
Min K. Kim
mkim@fordharrison.com
350 South Grand Avenue, Suite 2300
Los Angeles, CA 90071
Tel: (213) 237-2400
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.

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.**

EXHIBIT "2"

David L. Cheng (SBN 240926)
dcheng@fordharrison.com
Min K. Kim (SBN 305884)
mkim@fordharrison.com
FORD & HARRISON LLP
350 S. Grand Avenue, Suite 2300
Los Angeles, CA 90071
Telephone: (213) 237-2400
Facsimile: (213) 237-2401

Attorneys for Defendant,
GITIBIN & ASSOCIATES, INC., dba GO
RENTALS

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KINGSLEY & KINGSLEY, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818)-990-2903

Attorneys for Plaintiff, the Proposed Class, and all
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

1 EMIL DAVTYAN, Esq. (SBN 299363)
2 Emil@davtyanlaw.com
3 **DAVTYAN LAW FIRM, INC.**
4 880 E. Broadway
5 Glendale, CA 91205
6 Tel: (818) 875-2008, Fax: (818) 722-3974

7 Attorneys for Plaintiff, the Proposed Class, and all aggrieved employees
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1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

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

8 **1. DEFINITIONS**

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

10 1.1. “Action” means the lawsuit entitled *JEFFREY HUANG QIXIAN, an individual, on*
11 *behalf of himself, others similarly situated, and on behalf of the State of California, as a private*
12 *attorney general, v. GITIBIN & ASSOCIATES, INC., DBA GO RENTALS, and DOES 1 through*
13 *50* (Superior Court of the State of California, For the County of Alameda, Case No. 22CV020833
14 (“Action”).

15 1.2. “Claims Administrator” means and refers to Phoenix Settlement Administrators
16 agreed to by the Parties, who will provide the notices to the Settlement Class Members and
17 Aggrieved Employees and distribute the settlement amounts as described in this Settlement.

18 1.3. “Claims Administration Costs” means the amount to be paid to the third-party
19 Claims Administrator from the Gross Settlement Amount for the administration of the Settlement.
20 The Parties agree to allocate approximately Ten Thousand Dollars and No Cents (\$10,000.00) of
21 the Gross Settlement Amount for Claims Administration Costs. If the Parties’ actual Claims
22 Administration Costs exceed \$10,000, this amount shall be adjusted, and any difference shall be
23 paid from the Gross Settlement Amount. If the requested Claims Administration Costs is not
24 approved and/or reduced by the Court, that amount shall be returned to the Net Settlement Amount
25 to be distributed to the Class members.

26 1.4. “Class Counsel” means Eric B. Kingsley, Liane Katzenstein Ly, and Jessica Bulaon
27 of Kingsley Szamet & Ly.

28 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

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

5 1.23. "Individual Settlement Payment" means the amount payable to each Participating
6 Class Member, as calculated pursuant to Paragraph 3.22 of the Settlement, from the Net Settlement
7 Amount. Checks for Individual Settlement Payments will specifically indicate that they are void
8 if not negotiated within one hundred eight (180) days of their issuance.

9 1.24. "PAGA Allocation" means Ten Thousand Dollars and No Cents (\$10,000.00) for
10 the compromise of claims for civil penalties brought under the Labor Code Private Attorneys
11 General Act of 2004 ("PAGA").

12 1.25. "LWDA PAGA Allocation" means Seven Thousand Five Hundred Dollars and No
13 Cents (\$7,500.00), representing 75% of the PAGA Allocation, and is the amount payable from the
14 Gross Settlement Amount to California's Labor & Workforce Development Agency.

15 1.26. "Aggrieved Employee Settlement Payment" means the amount payable to each
16 Aggrieved Employee, as calculated pursuant to Paragraph 3.24 of the Settlement, from the
17 Aggrieved Employee PAGA Allocation. Checks for Aggrieved Employee Settlement Payments
18 will specifically indicate that they are void if not negotiated within one hundred eight (180) days
19 of their issuance.

20 1.27. "Aggrieved Employee PAGA Allocation" means Two Thousand Five Hundred
21 Dollars and No Cents (\$2,500.00), representing 25% of the PAGA Allocation, and is the amount
22 payable from the Gross Settlement Amount to Aggrieved Employees.

23 1.28. "Aggrieved Employees" shall mean any Settlement Class Member employed in
24 California at any time from August 24, 2021 through and including the Preliminary Approval Date,
25 or May 13, 2024, whichever comes earlier.

26 1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the Class
27 Counsel Award, the Class Counsel Costs, the Class Representative Enhancement Award, the
28 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, as a proxy/agent for the LWDA and
22 the State of California, shall be deemed to have released Defendant and all Released Parties from
23 any and all claims brought pursuant to the California Private Attorneys General Act of 2004, Cal.
24 Lab. Code sections 2698, *et seq.*, based on the claims that were asserted or could have been
25 asserted based on the facts pled in Plaintiff’s notice or amended notice to the California Labor &
26 Workforce Development Agency, including all wage and hour claims for unpaid wages including
27 minimum wages and overtime, failure to pay one hour of pay at the employees’ regular rate of
28 compensation for each workday that the compliant meal period was not provided, failure to pay

1 wages during employment and upon separation of employment, meal break violations, failure to
2 pay one hour of pay at the employees' regular rate of compensation for each workday that the
3 compliant meal period was not provided, wage statement violations, failure to properly pay sick
4 pay pursuant to Labor Code section 246, and recovery of civil penalties for violations of
5 California Labor Code sections 201-203, 226(a), 226.7, 245.5, 246, 510, 512, 1194, 1194.2, 1199,
6 applicable Industrial Welfare Commission Wage Orders, Civil Code §§3287 and 3289, Code of
7 Civil Procedure §1021.5, and recovery of attorney's fees and costs under any applicable statute.

8 1.41. "Released Parties" means Defendant and all of its affiliated entities, related entities,
9 owners, officers, directors, members, parents, subsidiaries, affiliates, employees, agents,
10 successors and assigns.

11 1.42. "Request for Exclusion" means a request by any Settlement Class Member to
12 exclude themselves from the Settlement. Any Settlement Class member who wishes to opt out of
13 the Settlement must complete and mail a Request for Exclusion (defined below) to the Claims
14 Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets
15 (the "Response Deadline"). The Notice Packet shall state that Settlement Class members who wish
16 to exclude themselves from the Settlement must prepare and submit a Request for Exclusion by
17 the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone
18 number and the last four digits of the Social Security number of the Settlement Class member; (2)
19 contain a statement that the Settlement Class member wishes to be excluded from the Settlement;
20 (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline
21 and mailed to the Claims Administrator at the address specified in the Class Notice. If the Request
22 for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for
23 exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class
24 member's telephone number and/or last four digits of the Social Security number will be deemed
25 valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to
26 determine whether a Request for Exclusion has been timely submitted. Any Settlement Class
27 member who requests to be excluded from the Settlement Class will not be entitled to any recovery
28 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)

1 failure to provide meal periods pursuant to Labor Code sections 226.7 and 512; (3) violation of
2 Labor Code section 226(a); (4) penalties pursuant to Labor Code section 203; (5) violation of
3 Business and Professions Code section 17200; and (6) Penalties Pursuant to Labor Code section
4 2699, et seq., for violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
5 1194.2, and 1199. Plaintiff submitted an amended PAGA notice to the LWDA on June 26, 2024,
6 adding an alleged violation of Labor Code sections 245.5 and 246.

7 2.3. Settlement Negotiations. On March 13, 2024, the Parties participated in a private
8 mediation session with mediator the Honorable Terry Green, a well-respected, experienced
9 mediator in the field of wage and hour class actions. Prior to the mediation, Class Counsel
10 conducted extensive discovery and investigation during the prosecution of the Action. The
11 discovery and investigation included, among other things: (1) analysis of employee time and
12 payroll records, employment policies and procedures, and other relevant documents; (2) evaluation
13 of legal positions taken by Defendant; (3) evaluation of potential class-wide damages and PAGA
14 penalties; (4) review and research of applicable law with respect to the claims and potential
15 defenses brought by Defendant; and (5) written discovery responses. Class Counsel has vigorously
16 prosecuted the Action, and Defendant has vigorously defended it. The Parties have engaged in
17 sufficient discovery and investigation to assess the relative merits of the claims and contentions of
18 the Parties. Based on this information and the settlement discussions during the mediation
19 conducted at arm's length, the Parties came to an agreement in principle on May 13, 2024. The
20 settlement is the result of an informed and detailed evaluation of the potential liability of total
21 exposure in relation to the costs and risks associated with continued litigation of the Action.

22 2.4. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize
23 the length of continued proceedings necessary to litigate their disputes through certification, trial,
24 and any possible appeal. Plaintiff and Class Counsel have also taken into account the uncertainty
25 and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation,
26 including, but not limited to, the risks related to a contested motion for class certification, and the
27 risks related to liability raised by the issues in this case. Plaintiff and Class Counsel are also aware
28 of the burdens of proof necessary to establish liability for the claims asserted in the Action and the

difficulties in establishing damages for the Settlement Class Members. Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter into a settlement that confers substantial relief upon Settlement Class Members and Aggrieved Employees. Based on the foregoing, Plaintiff and Class Counsel have determined that this Settlement is fair, adequate, and reasonable, and is in the best interests of the Settlement Class Members and Aggrieved Employees.

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

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

3. TERMS OF SETTLEMENT

The Parties agree as follows:

1 3.1. Binding Settlement. This Settlement shall bind the Parties and all Participating
2 Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the
3 Court's approval.

4 3.2. Maximum Amount Payable. Under the terms of this Settlement, the maximum
5 amount payable by Defendant (subject to the escalator language included in section 1.22) shall be
6 the Gross Settlement Amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00),
7 which includes Individual Settlement Payments to Participating Class Members, the Class Counsel
8 Award, Class Counsel Costs, Claims Administrator Costs, Class Representative Enhancement
9 Award, Employee Taxes, and the PAGA Allocation. Employer Taxes due on wage payments from
10 the maximum amount payable shall be paid separately by Defendant, in addition to the maximum
11 amount payable.

12 3.3. Releases As To Plaintiff, Participating Class Members and the LWDA/State of
13 California. As of the Effective Date, all Participating Class Members, including Plaintiff,
14 individually, will be deemed to have fully, finally and forever released, settled, compromised,
15 relinquished, and discharged the Released Parties from the Class Released Claims for the period
16 of October 31, 2018 through and including the Preliminary Approval Date, or May 13, 2024,
17 whichever comes earlier. Further, As of the Effective Date, Plaintiff as the proxy/agent of the
18 LWDA will be deemed to have fully, finally and forever released, settled, compromised,
19 relinquished, and discharged the Released Parties from the PAGA Released Claims for the period
20 of August 24, 2021 through and including the Preliminary Approval Date, or May 13, 2024,
21 whichever comes earlier. Likewise, as of the Effective Date, Plaintiff's General Release shall
22 become effective.

23 3.4. Tax Liability. The Parties make no representations as to the tax treatment or legal
24 effect of the payments called for hereunder, and Plaintiff, Settlement Class Members, and
25 Aggrieved Employees are not relying on any statement or representation by the Parties in this
26 regard. Plaintiff, Settlement Class Members, and Aggrieved Employees understand and agree that
27 they will be responsible for the payment of any taxes and penalties assessed on the payments
28 described herein and will hold the Released Parties free and harmless from and against any claims

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

6 3.5. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
7 of this Settlement, and no written communication or disclosure between or among the Parties,
8 Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such
9 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
10 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2)
11 the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and
12 tax counsel for advice (including tax advice) in connection with this Settlement, (b) has not entered
13 into this Settlement based upon the recommendation of any other party or any attorney or advisor
14 to any other party, and (c) is not entitled to rely upon any communication or disclosure by any
15 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
16 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation
17 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
18 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
19 treatment or tax structure of any transaction, including any transaction contemplated by this
20 Settlement.

21 3.6. Filing of An Amended Complaint. As part of this Settlement, Plaintiff agrees to
22 submit an amended PAGA notice to the California Labor & Workforce Development Agency and
23 subsequently file an amended Complaint with the Court to add a claim for failure to properly pay
24 sick pay pursuant to Labor Code section 246.

25 3.7. Settlement Approval and Implementation Procedures. As part of this Settlement,
26 the Parties agree to the following procedures for obtaining the Court's preliminary approval of the
27 Settlement, certifying the Settlement Class, notifying Settlement Class Members of the Settlement,
28 obtaining the Court's final approval of the Settlement, and processing the Individual Settlement

1 Payments and Aggrieved Employee Settlement Payments.

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

13 3.9. Class Information. No more than fifteen (15) calendar days after the entry of the
14 Preliminary Approval Order, Defendant shall provide the Claims Administrator with the Class
15 Information for purposes of mailing Notice Packets to Settlement Class Members.

16 3.10. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Claims
17 Administrator will perform a search on the National Change of Address database to update the
18 Settlement Class Members' addresses. No more than ten (10) calendar days after receiving the
19 Class Information from Defendant, as provided herein, the Claims Administrator shall mail copies
20 of the Notice Packet in English and Spanish to all Settlement Class Members by regular First-
21 Class U.S. Mail (attached hereto as Exhibit A, to be translated by the Claims Administrator). The
22 Claims Administrator shall exercise its best judgment to determine the current mailing address for
23 each Settlement Class Member. The address identified by the Claims Administrator as the current
24 mailing address shall be presumed to be the best mailing address for each Settlement Class
25 Member. It will be conclusively presumed that if an envelope so mailed has not been returned
26 within twenty (20) days of the mailing that the Settlement Class Member received the Notice
27 Packet.

28 3.11. Undeliverable Notices. Any Notice Packets returned to the Claims Administrator

1 as undeliverable on or before the Response Deadline shall be re-mailed to the forwarding address
2 affixed thereto.

3 3.12. For each Settlement Class Member whose Notice Packet is returned, there will be
4 one (1) skip trace by the Claims Administrator. If an updated mailing address is identified, the
5 Claims Administrator shall resend the Notice Packet to the Settlement Class Member. One (1)
6 supplemental Notice Packet shall be mailed to each Settlement Class Member whose original
7 Notice Packet is returned as undeliverable to the Claims Administrator. Such re-mailing shall be
8 made within five (5) business days of the Claims Administrator receiving notice that the respective
9 Notice Packet was undeliverable. Reasonable requests by the Claims Administrator for additional
10 information in Defendant's possession must be responded to within a reasonable amount of time
11 by counsel for Defendant. It is the intent of the Parties that reasonable means be used to locate the
12 Settlement Class Members and apprise them of their rights.

13 3.13. Settlement Class Members to whom Notice Packets are re-sent after having been
14 returned undeliverable to the Claims Administrator shall have an additional fourteen (14) calendar
15 days to mail the Request for Exclusion or a Notice of Objection. Notice Packets that are re-sent
16 shall inform the recipient of this adjusted deadline. The date of the postmark on the return envelope
17 shall be the exclusive means used to determine whether a Settlement Class Member has returned
18 his or her Request for Exclusion on or before the adjusted deadline. It will be conclusively
19 presumed that if an envelope so mailed has not been returned within twenty (20) days of the
20 mailing, that the Settlement Class Member received the Notice Packet. If a Settlement Class
21 Member's Notice Packet is returned to the Claims Administrator more than once as undeliverable,
22 then an additional Notice Packet shall not be re-mailed.

23 3.14. Compliance with the procedures specified in paragraphs 3.9 through 3.12 of this
24 Settlement shall constitute due and sufficient notice to Settlement Class Members of this
25 Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or
26 done by, the Parties, Class Counsel, and/or Defense Counsel to provide notice of the proposed
27 Settlement.

28 3.15. Disputes. Settlement Class Members will have the opportunity during the sixty

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

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

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

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

24 3.18. No Solicitation of Settlement Objections or Exclusions. The Parties and their
25 counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall
26 any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members
27 to submit either written objections to the Settlement or Requests for Exclusion from the Settlement,
28 or to appeal from the Court’s Final Judgment.

1 3.19. Funding of the Gross Settlement Amount. This is a non-reversionary Settlement in
2 which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross
3 Settlement Amount will revert to Defendant. Defendant is separately and solely responsible for
4 any employer payroll taxes owed as a result of the Settlement. By no later than fifteen (15)
5 calendar days after the Effective Date, Defendant shall provide to the Claims Administrator the
6 Gross Settlement Amount. No payments from the Gross Settlement Amount shall be made before
7 the Gross Settlement Amount is fully funded.

8 3.20. Accounting by Claims Administrator. No more than five (5) business days after
9 the Gross Settlement Amount is fully funded, the Claims Administrator will provide the Parties
10 with an accounting of all anticipated payments from the Gross Settlement Amount. The Net
11 Settlement Amount shall be calculated by deducting from the Gross Settlement Amount payments
12 for (1) Class Representative Enhancement Award, as specified in this Settlement and approved by
13 the Court; (2) Class Counsel Award, as specified in this Settlement and approved by the Court; (3)
14 Class Counsel Costs, as specified in this Settlement and approved by the Court; (4) Claims
15 Administration Costs, as specified in this Settlement and approved by the Court; and (5) the PAGA
16 Allocation, as specified in this Settlement and approved by the Court. The Net Settlement Amount
17 shall be distributed in Individual Settlement Payments in accordance with Paragraphs 3.21 and
18 3.22.

19 3.21. Individual Settlement Payments. Each Participating Class Member shall be eligible
20 to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount, based
21 on the number of Compensable Work Weeks worked by the Participating Class Member during
22 the Class Period. Individual Settlement Payments shall be paid pursuant to the formula set forth
23 in Paragraph 3.22 below. Individual Settlement Payments shall be mailed by regular First-Class
24 U.S. Mail to Participating Class Members' last known mailing address no later than fifteen (15)
25 calendar days after the Gross Settlement Amount is fully funded. Individual Settlement Payments
26 will specifically indicate that they are void if not negotiated within one hundred eight (180) days
27 of their issuance. Individual Settlement Payments reflect settlement of a dispute regarding wages,
28 interest, and penalties. Individual Settlement Payments will be allocated as follows: 1/3 as wages;

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

6 3.22. Individual Settlement Payment Formula.

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

- 9 i. Wage Statement Amount: 16.66% of the Net Settlement Amount shall
10 be designated as the “Wage Statement Amount.” The Wage Statement
11 Amount to each Participating Class Member will be based on their
12 proportionate number of workweeks worked between October 31, 2021
13 and the end of the Class Period, by multiplying the Wage Statement
14 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.
- 15 ii. Waiting Time Amount: 50% of the Net Settlement Amount shall be
16 designated as the “Waiting Time Amount.” The Waiting Time Amount
17 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.
- 18 iii. The remainder (33.34%) of the Net Settlement Amount will be
19 distributed to each Participating Class Member based on their
20 proportionate number of Compensable Work Weeks worked during the
21 Class Period, by multiplying the remaining Net Settlement Amount by a
22 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.

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

26 3.23. Aggrieved Employee Settlement Payments. Each Aggrieved Employee shall be
27 eligible to receive an Aggrieved Employee Settlement Payment, which is a share of the Aggrieved
28

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

12 3.24. Aggrieved Employee Settlement Payment Formula. Defendant will calculate the
13 PAGA Pay Period for each Aggrieved Employee. The Claims Administrator will calculate a
14 Payment Ratio from the Aggrieved Employee PAGA Allocation for each Aggrieved Employee by
15 dividing the respective PAGA Pay Period by the total PAGA Pay Period for all Aggrieved
16 Employees. Each Aggrieved Employee's Payment Ratio will then be multiplied by the Aggrieved
17 Employee PAGA Allocation to determine each Aggrieved Employee Settlement Payment.

18 3.25. The Claims Administrator will be responsible for issuing to Plaintiff, Aggrieved
19 Employees, Participating Class Members, and Class Counsel W-2's, 1099's, or other tax forms as
20 may be required by law for all amounts paid pursuant to this Settlement. The Claims Administrator
21 will also be responsible for forwarding all payroll taxes and penalties to the appropriate
22 government authorities. Defendant shall be responsible for Employer Taxes. Defendant shall have
23 no responsibility for deciding the validity of any Individual Settlement Payment, Aggrieved
24 Employee Settlement Payment, or any other payments made pursuant to this Settlement, shall have
25 no involvement in or responsibility for the determination or payment of Employee Taxes, and shall
26 have no liability for any errors made with respect to such Employee Taxes.

27 3.26. No benefit, including but not limited to pension benefits, shall increase or accrue
28 as a result of any payment made pursuant to this Settlement.

1 3.27. If a check for an Individual Settlement Payment or Aggrieved Employee Settlement
2 Payment is returned to the Claims Administrator as undeliverable, the Claims Administrator shall
3 promptly attempt to obtain a valid mailing address by performing a skip trace search. If another
4 address is identified, the Claims Administrator shall mail the check to the newly identified address.
5 If an Individual Settlement Payment or Aggrieved Employee Settlement Payment check is returned
6 to the Claims Administrator a second time as undeliverable, the Claims Administrator shall not
7 attempt any further re-mailing of that check. Any funds remaining due to uncashed settlement
8 checks after One Hundred and Eighty (180) days shall be distributed to  Bet Tzedek, the Parties
9 agreed upon cy pres recipient within the meaning of California Code of Civil Procedure section
10 384.

11 3.28. Class Representative Enhancement Awards. Defendant agrees not to oppose or
12 object to any application or motion by Plaintiff for a Class Representative Enhancement Award,
13 not to exceed Ten Thousand Dollars and No Cents (\$10,000.00) for Plaintiff, as consideration for
14 Plaintiff's time and effort in bringing and prosecuting this matter. The Class Representative
15 Enhancement Award shall be paid to Plaintiff from the Gross Settlement Amount no later than
16 fifteen (15) calendar days after the Gross Settlement Amount is fully funded. The Claims
17 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Class Representative
18 Enhancement Award. Plaintiff shall be solely and legally responsible for payment of all applicable
19 taxes on their Class Representative Enhancement Award and shall hold Defendant harmless from
20 any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative
21 Enhancement Award. The Class Representative Enhancement Award shall be in addition to
22 Plaintiff's Individual Settlement Payment as a Participating Class Member. In the event that the
23 Court awards lesser amounts than the Class Representative Enhancement Award requested, then
24 any portion of the requested amount not awarded to Plaintiff shall be added to the Net Settlement
25 Amount. Plaintiff shall not have the right to revoke his agreement to the Settlement on the grounds
26 the Court did not approve any or all of their request for a Class Representative Enhancement
27 Award.

28 3.29. Class Counsel Award and Costs. Defendant agrees not to oppose or object to any

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

12 3.30. Defendant's Option to Terminate Settlement. If, after the Response Deadline and
13 before the Final Approval Hearing, ten percent or more of the number of Settlement Class
14 Members submit timely and valid Requests for Exclusion from the Settlement, Defendant shall
15 have, in its sole discretion, the option to terminate this Settlement. Defendant shall exercise this
16 option to terminate, if it wishes, at least sixteen (16) court days prior to the Final Approval Hearing.
17 If Defendant decides to void the Settlement, then the Settlement and conditional class certification
18 shall be considered void, and neither the Settlement, conditional class certification, nor any of the
19 related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in
20 the same position, without prejudice, as if this Settlement had been neither entered into nor filed
21 with the Court. Should Defendant void the Settlement under this paragraph, it shall be solely
22 responsible for all Claims Administration Costs.

23 3.31. Claims Administration Costs. The Claims Administrator shall be paid for the costs
24 of administration of the Settlement from the Gross Settlement Amount. The Parties agree to
25 allocate approximately Ten Thousand Dollars and No Cents (\$10,000.00) of the Gross Settlement
26 Amount for Claims Administration Costs. If the Parties' actual Claims Administration Costs
27 exceed \$10,000, this amount shall be adjusted and any difference shall be paid from the Gross
28 Settlement Amount. If the requested Claims Administration Costs is not approved and/or reduced

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

25 3.32. Final Approval Hearing. At a reasonable time following the Response Deadline,
26 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the
27 Court shall determine amounts properly payable for (i) the Class Counsel Award, (ii) the Class
28 Counsel Costs, (iii) the Class Representative Enhancement Awards, (iv) the LWDA PAGA

1 Allocation; and (v) the Claims Administration Costs.

2 3.33. Entry of Final Judgment. If the Court approves this Settlement at the Final
3 Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the Gross
4 Settlement Amount has been fully funded, with the Court retaining jurisdiction over the Parties to
5 enforce the terms of the judgment. If the Court grants final approval to the Settlement, notice of
6 Final Approval shall be posted on a website set up by the Claims Administrator. Following the
7 Court's entry of Final Judgment, Class Counsel shall provide notice to the California Labor &
8 Workforce Development Agency in accordance with Cal. Lab. Code section 2699(1)(3).

9 3.34. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Participating
10 Class Members pursuant to this Settlement will not count as earnings or compensation for purposes
11 of any benefits (e.g., pensions or retirement plans) sponsored by Defendant. It is expressly
12 understood and agreed that the receipt of Individual Settlement Amount shall not entitle any
13 Participating Class Member to additional compensation or benefits under any collective bargaining
14 agreement or under any bonus, contest or other compensation or benefit plan or agreement in place
15 during the period covered by the Settlement, nor shall it entitle any Participating Class Member to
16 any increased pension and/or retirement, or other deferred compensation benefits. It is the intent
17 of the Parties that Individual Settlement Amounts provided for in this Settlement are the sole
18 payments to be made by Defendant to Participating Class Members in connection with this
19 Settlement, with the exception of Plaintiff, and that the Participating Class Members are not
20 entitled to any new or additional compensation or benefits as a result of having received the
21 Individual Settlement Awards. Furthermore, the receipt of Individual Settlement Amounts by
22 Participating Class Members shall not, and does not, by itself establish any general, special, or
23 joint employment relationship between and among the Participating Class Member(s) and
24 Defendant.

25 3.35. Nullification of Settlement. In the event: (i) the Court does not enter the
26 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the
27 Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein;
28 or (iv) the Settlement does not become final for any other reason, this Settlement shall be null and

1 void and any order or judgment entered by the Court in furtherance of this Settlement shall be
2 treated as void from the beginning. In such a case, the Parties and any funds to be awarded under
3 this Settlement shall be returned to their respective statuses as of the date and time immediately
4 prior to the execution of this Settlement, and the Parties shall proceed in all respects as if this
5 Settlement had not been executed, except that any costs and fees already incurred by the Claims
6 Administrator shall be split by the Parties.

7 3.36. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
8 the interpretation, calculation or payment of settlement claims, or other disputes regarding
9 compliance with this Settlement shall be resolved as follows:

10 3.37.1 If Plaintiff or Class Counsel, on behalf of Plaintiff, any Settlement Class
11 Members or Aggrieved Employees, or Defendant, at any time believe that the other Party or Parties
12 have breached or acted contrary to the Settlement, that Party shall notify the other Party or Parties
13 in writing of the alleged violation. Upon receiving notice of the alleged violation or dispute, the
14 responding Party shall have ten (10) days to correct the alleged violation and/or respond to the
15 initiating Party with the reasons why the Party disputes all or part of the allegation.

16 3.37.2. If the response does not address the alleged violation to the initiating
17 Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their
18 differences.

19 3.37.3. If thereafter, the Parties still cannot resolve the dispute, the Parties
20 shall utilize the services of the Honorable Terry Green (Mediator) in a good-faith attempt to
21 mediate and resolve the dispute.

22 3.37.4. If the Parties are unable to resolve their differences after twenty (20)
23 days, either Party may file an appropriate motion for enforcement with the Court. The Court may
24 award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken to
25 enforce this Settlement.

26 3.37. Exhibits and Headings. The terms of this Settlement include the terms set forth in
27 Exhibits A and B, which are attached to this Settlement and incorporated by this reference as
28 though fully set forth in this paragraph. Any Exhibits to this Settlement are an integral part of the

1 Settlement. The descriptive headings of any paragraphs or sections of this Settlement are inserted
2 for convenience of reference only and do not constitute a part of this Settlement.

3 3.38. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action
4 and thereafter implement and complete the Settlement.

5 3.39. Amendment or Modification. This Settlement may be amended or modified only
6 by a written instrument signed by counsel for all Parties or their successors-in-interest.

7 3.40. Entire Settlement. This Settlement and any attached Exhibits constitute the entire
8 agreement among these Parties, and no oral or written representations, warranties or inducements
9 have been made to any Party concerning this Settlement or its exhibits, other than the
10 representations, warranties and covenants contained and memorialized in the Settlement and its
11 exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
12 on the Parties.

13 3.41. Authorization to Enter into Settlement. Counsel for the Parties warrant and
14 represent they are expressly authorized by the Parties whom they represent to negotiate this
15 Settlement and to take all appropriate actions required or permitted to be taken by such Parties
16 pursuant to this Settlement to effectuate its terms, and to execute any other documents required to
17 effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each
18 other and use their best efforts to affect the implementation of the Settlement. In the event the
19 Parties are unable to reach agreement on the form or content of any document needed to implement
20 the Settlement, or on any supplemental provisions that may become necessary to effectuate the
21 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such
22 disagreement. The person signing this Settlement on behalf of Defendant represents and warrants
23 that he or she is authorized to sign this Settlement on behalf of Defendant. Plaintiff represents and
24 warrants that he is authorized to sign this Settlement and that he has not assigned any claim, or
25 part of a claim, covered by this Settlement to a third-party.

26 3.42. Binding on Successors and Assigns. This Settlement shall be binding upon, and
27 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

28 3.43. No Prior Assignments. The Parties and their counsel represent, covenant, and

1 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
2 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
3 action, cause of action or right herein released and discharged.

4 3.44. California Law Governs. All terms of this Settlement and the exhibits hereto shall
5 be governed by and interpreted according to the laws of the State of California.

6 3.45. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
7 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
8 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
9 present and potential.

10 3.46. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h),
11 the Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
12 implementation, and enforcement of the terms of this Settlement and all orders and judgments
13 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction
14 of the Court for purposes of interpreting, implementing, and enforcing this Settlement and all
15 orders and judgments entered in connection therewith.

16 3.47. Invalidity of Any Provision. Before declaring any provision of this Settlement
17 invalid, the Court shall first attempt to construe the provision to be valid to the fullest extent
18 possible, consistent with applicable precedents.

19 3.48. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
20 class certification for purposes of this Settlement only.

21 3.49. Cooperation. The Parties agree to cooperate fully with one another to accomplish
22 and implement the terms of this Settlement. Such cooperation shall include, but not be limited to,
23 execution of such other documents and the taking of such other action as may be reasonably
24 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best
25 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
26 necessary by Court order, or otherwise, to effectuate this Settlement and its terms.

27 3.50. Publicity. Plaintiff and Class Counsel agree that they will not issue any press
28 releases, initiate any contact with the press, respond to any press inquiry, or have any

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

12 3.51. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
13 and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly
14 against one party than another merely by virtue of the fact that it may have been prepared by
15 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations
16 between the Parties, all Parties have contributed to the preparation of this Settlement.

17 3.52. Representation by Counsel. The Parties acknowledge that they have been
18 represented by counsel throughout all negotiations that preceded the execution of this Settlement,
19 and that this Settlement has been executed with the consent and advice of counsel, and reviewed
20 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
21 Settlement Agreement.

22 3.53. All Terms Subject to Final Court Approval. All amounts and procedures described
23 in this Stipulation are subject to final Court approval.

24 3.54. Notices. Unless otherwise specifically provided, all notices, demands or other
25 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on
26 the third business day after mailing or if emailed, the next business day; and (3) sent via email
27 and/or United States registered or certified mail, return receipt requested, addressed as follows:

28 **To Plaintiff:**

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

To Defendant:

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

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

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

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

3.58. Counterparts. This Settlement shall become effective upon its execution by all of the undersigned. Plaintiff and Defendant, may execute this Settlement in counterparts, and 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.

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Dated: ~~June xxx, 2024~~

December 17, 2024

GITIBIN & ASSOCIATES, INC. DBA GO
RENTALS

By: Colleen Jones

Name: Colleen Jones

Title: Chief People Officer

Dated: December 16, 2024

By: Jeffrey Huang

JEFFREY HUANG QIXIAN, Plaintiff

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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. Releases as to Plaintiff, and LWDA/State of California. As of the Effective Date, Plaintiff, individually and as a proxy/agent of the LWDA, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties from the PAGA Released Claims for the period of August 24, 2021 through and including the Preliminary Approval Date, or May 13, 2024, whichever comes earlier. Likewise, as of the Effective Date, Plaintiff's General Release shall become effective.

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 Claim Administrator'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
ERIC B. KINGSLEY
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Attorneys for Go Rentals:

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350 South Grand Avenue, Suite 2300
Los Angeles, CA 90071
Tel: (213) 237-2400
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.

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 "3"

(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 December 20, 2024, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL DECLARATION OF ERIC B. KINGSLEY IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** 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

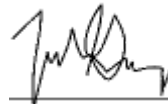
Emil Davtyan
emil@d.law
D.LAW, INC.
400 N. Brand Blvd, 7th Floor
Glendale, CA 91203

[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 below 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 December 20, 2024, at Los Angeles, California.



Taylor Gregg