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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.
Somnath Raj Chatterjee in Dept. 21]

**DECLARATION OF ERIC B.
KINGSLEY IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT
AND MOTION FOR APPROVAL OF
ATTORNEYS' FEES AND COSTS**

*[Filed concurrently with Motion for Final
Approval; Motion for Approval of Attorneys'
Fees and Costs; Declarations of Jeffrey
Huang Qixian and Taylor Mitzner, Proposed
Order, and Judgment]*

Date: September 16, 2025

Time: 2:30 P.M.

Dept.: 21

Reservation ID: 831514238131

Complaint Filed: October 31, 2022

Trial Date: None Set

**DECLARATION OF ERIC B. KINGSLEY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND
COSTS**

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1. I am an attorney licensed to practice before all of the courts of the State of California. I am partner in the law firm of KINGSLEY SZAMET EMPLOYMENT LAWYERS and one of the attorneys of record for Plaintiff Jeffrey Huang Qixian in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

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

LITIGATION BACKGROUND

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

1 7. Defendant provided Plaintiff’s counsel with a copy of an arbitration agreement
2 signed by Plaintiff during his employment with Defendant.

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

5 9. On June 26, 2024, as a part of the settlement, Plaintiff submitted an amended notice
6 letter to the LWDA and sent to Defendants, as proscribed by the Code, adding an additional claim
7 for Defendant’s alleged failure to properly pay sick pay in violation of Labor Code §§ 245.5 and
8 246.

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

13 **THE DISCOVERY PROCESS**

14 11. The Parties briefly engaged in formal discovery but focused their efforts on
15 resolving this case through early mediation.

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

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

21 14. For purposes of mediation, Defendant produced time and pay data as well as
22 employee files.

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

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

4 17. Based on their own independent investigation and evaluation, Class Counsel is of
5 the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best
6 interest of the settlement classes in light of all known facts and circumstances, including the risk
7 of significant delay, defenses asserted by Defendant, uncertainties regarding a class and
8 representative action trial on the merits, and numerous potential appellate issues. Although
9 Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of
10 litigation

11 18. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle,
12 compromise and discharge all disputes and claims arising from or relating to the Action on the
13 terms set forth here.

14 19. On February 11, 2025, the Court issued an Order preliminarily approving the
15 settlement in this case, approving the proposed Class Notice, ordering that the Claims
16 Administrator send notice to the Settlement Class, and setting a date for the Final Approval and
17 Fairness Hearing.

18 **SETTLEMENT**

19 20. For purposes of Settlement, the settlement class is defined as: "all non-exempt,
20 hourly workers who were employed by Gitibin & Associates, Inc, dba Go Rentals in California at
21 any time from October 31, 2018 through and including the Preliminary Approval Date, or May 13,
22 2024, whichever comes earlier, and who executed the same arbitration agreement as Plaintiff or
23 did not execute an arbitration agreement." ("Settlement Class Members" or "Settlement Class").
24 The "Settlement Class Members" specifically excludes any employee who previously brought a
25 lawsuit against Gitibin & Associates, Inc., dba Go Rentals and which subsequently resulted in
26 settlement.

1 30. The Court approved the proposed Class Notice, and directed the mailing of the
2 Notice by first-class mail to Settlement Class Members in accordance with the proposed
3 implementation schedule.

4 **CLASS COUNSEL’S KULLAR ANALYSIS**

5 31. All settlement discussions were made by experienced and informed counsel, who
6 believe that this settlement represents a favorable resolution for the Settlement Class Members.

7 32. The settlement negotiations have been, at all times, adversarial and non-collusive,
8 with the aid of a mediator, and no self-dealing or other type of misconduct by either side has taken
9 place.

10 33. The Parties engaged in formal and informal discovery that permitted Class Counsel
11 to fairly evaluate the strength of the case and the risks associated with ongoing litigation. In
12 addition, Defendant produced additional data and documents informally for purposes of
13 settlement. This included the number of workweeks and PAGA pay periods with alleged
14 violations, as well as a sampling of time and pay records for the Settlement Class Members.

15 34. Receipt of appropriate discovery allowed Class Counsel to fairly evaluate the
16 exposure and risks associated with each claim alleged in the lawsuit.

17 35. Class Counsel have significant experience in cases of this type, including several
18 years prosecuting wage, hour, and working condition violations.

19 36. The proposed settlement satisfies each of these factors.

20 37. This discovery permitted Class Counsel to fairly evaluate the strength of the case
21 and the risks associated with ongoing litigation.

22 38. Class Counsel is experienced in handling wage and hour class actions and, after
23 weighing all of the following factors, supports this Settlement.

24 **The Risks Associated with the Wages/Overtime Claim**

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

4 40. Plaintiff felt confident that the regular rate claim would be certified, but the value
5 of that claim was small.

6 **The Risks Associated with the Meal Period Claim**

7 41. When meal period premiums are provided, Defendant has had a consistent policy
8 of paying meal period premiums at the base rate and not the blended rate in accordance with
9 violation of California state wage and hour laws.

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

13 43. Due to this late attempt to cure its violations, there are employees prior to October
14 2021 who did not receive any true-up payments.

15 **The Risks Associated with the Wage Statement Claims**

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

21 45. This is a derivative claim.

22 **The Risks Associated with the Sick Pay Claim**

23 46. Defendant has failed to properly pay sick pay at the accurate rate of pay.

24 47. Plaintiff was confident that this claim would be certified, but the dollar value is not
25 as high.

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

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

Parties discounted the PAGA claim for multiple reasons.

53. The aggrieved employees' PAGA claims are derivative of all the foregoing class

55. The Settlement Class is compensated for these violations in the proposed settlement, and thus any PAGA recovery for these same violations would be duplicative.

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

59. Moreover, given the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal

1 would result in further delay for the Settlement Class Members who are waiting for a resolution in
2 this matter.

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

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

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

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

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

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

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

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

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

2 69. Plaintiff valued the Wage Statement Claim, without discount, at \$785,500.

3 70. Plaintiff used \$100 for each wage statement issued (pay period).

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

6 72. Additionally, not every pay period would have a violation.

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

9 74. Plaintiff valued the Waiting Time Claim at \$704,315.

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

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

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

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

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

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

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

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

6 83. As outlined above, Class Counsel conducted a thorough investigation into the facts
7 of the claims alleged. The agreement to settle did not occur until Class Counsel exchanged and
8 possessed sufficient information to make an informed judgement regarding the likelihood of
9 success on the merits and the results that could be obtained through further litigation.

10 **ATTORNEY COMPETENCE**

11 84. KINGSLEY SZAMET EMPLOYMENT LAWYERS is experienced in
12 prosecuting employment litigation, and since 2000 we have focused a substantial percentage of
13 our practice on complex wage, hour, and working condition violations. My firm is extremely well-
14 versed in class action litigation and has diligently and aggressively pursued this action.
15 KINGSLEY SZAMET EMPLOYMENT LAWYERS currently serves as class counsel for dozens
16 of pending class action lawsuits in Northern, Central, and Southern California. Below is a small
17 but representative sampling of wage and hour class cases handled by my firm:

18 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
19 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
20 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.

21 b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In
22 September 2003, the court granted final approval of Settlement in the gross amount
23 of \$475,000 and the court approved the attorneys' fee request of 30%.

24 c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
25 December 2005, Honorable Rita Miller granted final approval of Settlement in the
26 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.

- d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- e. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of 33 1/3%.
- f. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.
- g. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.
- h. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of \$4,700,000.00, and the court granted attorneys' fees request of 38%.
- i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of 33.33%.
- j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$995,000.00, and the court granted attorney's fees request

of 33.33%.

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

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

m. *Pineda, et al. v. Grimmway Enterprises, Inc.*, (No. BCV-15-101333, Kern Super. Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of Settlement in the gross amount of \$9,000,000 with attorneys' fees request of 33.33%.

85. KINGSLEY SZAMET EMPLOYMENT LAWYERS filed its first motion for class certification in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2011, KINGSLEY SZAMET EMPLOYMENT LAWYERS has moved for class certification in 16 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

a. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed KINGSLEY SZAMET EMPLOYMENT LAWYERS class counsel).

b. *Amaro et al. v Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed KINGSLEY SZAMET EMPLOYMENT LAWYERS co-class counsel).

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

1 filed January 27, 2015) (court granted contested class certification and appointed
2 KINGSLEY SZAMET EMPLOYMENT LAWYERS class counsel).

3 d. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16C0214).
4 contested class certification granted in June 2020.

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

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

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

11 86. After factoring in the risks explained above, Class Counsel believes that the
12 proposed settlement is fair and reasonable.

13 87. There is no governmental participation in this action.

14 88. The proposed plan of allocation distributes Settlement funds proportionally based
15 on each class member's damages, and should therefore be approved as fair, adequate, and
16 reasonable.

17 **ATTORNEYS' FEE AWARD**

18 89. As detailed fully in the Settlement and set forth above, the Settlement provides for
19 Defendant to create a Gross Settlement Amount of \$500,000.00. From that fund, Plaintiff requests
20 an award of attorneys' fees in the amount of \$166,666.66, or 1/3 of the Gross Settlement Amount
21 created on behalf of members of the Settlement Class.

22 90. In addition to the complexity of this case, Class Counsel has borne the entire risk
23 and costs of this litigation during the entire time that it has been pending, all on a pure contingency
24 basis. Through the investment of substantial effort and resources, Class Counsel has secured an
25 outstanding Settlement of behalf of the Settlement Class Members. Defendant vigorously
26 contested liability, the amount of claimed damages, and the propriety of class certification. It is
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1 this kind of situation, involving complex issues, that has been recognized as justifying a substantial
2 attorney fee award.

3 91. I am very familiar with the contingent fee market throughout California and in the
4 Alameda County area, particularly as it pertains to complex employment, wage and hour, and class
5 action litigation. On behalf of my firm, I have negotiated numerous contingency fee agreements
6 with plaintiffs, both as individuals and as representatives in class action suits. Many of those
7 agreements provided that counsel will receive a fee that is between 33% and 40% of any recovery
8 that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of the
9 recovery amount. The Plaintiff in this action signed a contingency fee agreement that stated that
10 counsel would be able to make a fee of up to 40% of any recovery if the case settles. These are
11 typical and standard percentages in employment-related contingency agreements throughout
12 California. Indeed, in my opinion, the Settlement Class Members in this complex wage and hour
13 case could not have retained competent counsel in California, particularly with the considerable
14 skill and expertise of my firm, for any amount significantly less than the contingency fee
15 percentage provided in this retainer agreement. Class Counsel has never been paid any money for
16 attorneys' fees in this case and has advanced all costs.

17 92. There are always risks attendant to billing cases on a contingency basis. Those
18 risks are even higher in the current economic climate. KINGSLEY SZAMET EMPLOYMENT
19 LAWYERS bills the vast majority of its cases on contingency, and has been affected by recent
20 bankruptcy filings. In three separate cases, *Lozoya v. Shore House Café, Inc.*, No. 30-2008-
21 00082103-CU-OE-CJC (Orange Super. Ct. filed Mar. 7, 2008) and *Davis v. Crossfire Marketing*
22 *Group, LLC*, No. CIVRS1207797 (San Bernardino Super. Ct. filed October 5, 2012), the
23 defendants both filed for bankruptcy protection in June 2011 and January 2015 after years of
24 litigation. My firm advanced costs and incurred thousands of dollars in fees that will never be
25 recovered.

26 93. Additionally, there are cases where Class Counsel takes on the extreme risk of
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1 attempting to certify a class case, often times turning down class or individual settlement offers
2 that Class Counsel feels are not in the best interest of the class, only to lose class certification and
3 the costs and fees associated with the litigation. *See e.g., Prosad v. Del Taco Restaurant Services,*
4 *Inc.*, No. BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-
5 RGK(FFMx) (C.D. Cal. filed October 5, 2010).

6 94. When Class Counsel's motions for class certification are denied, Class Counsel
7 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,
8 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.
9 App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*
10 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

11 95. In addition to appealing class certification denials, KINGSLEY SZAMET
12 EMPLOYMENT LAWYERS has been involved in numerous lengthy and protracted appeals
13 process before the California Court of Appeal, the Ninth Circuit, the Seventh Circuit, and the
14 United States Supreme Court. Our firm specifically has taken and lost some issues on appeal that
15 required the write-off of significant legal fees. Also, our firm has been successful on appeal and
16 overturned unfavorable lower court rulings or successfully fought to have successful rulings
17 affirmed. Below is just a sample of some of these appeals:

- 18 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
19 pharmaceutical sales representatives are exempt employees affirmed);
- 20 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower
21 court ruling in employer's favor that certain employees can share in mandatory tip
22 pool affirmed);
- 23 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
24 ruling in employer's favor that certain employees can share in mandatory tip pool
25 affirmed);
- 26 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
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- 1 employer's favor approving employer's commission pay plan affirmed) ;
- 2 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
- 3 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
- 4 employees affirmed);
- 5 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling
- 6 that pharmaceutical sales representatives are exempt employees affirmed);
- 7 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
- 8 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
- 9 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
- 10 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
- 11 Supreme Court affirmed lower court);
- 12 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
- 13 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
- 14 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel
- 15 arbitration affirmed);
- 16 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
- 17 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration
- 18 affirmed);
- 19 j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing
- 20 in part and affirming in part trial courts order compelling arbitration);
- 21 k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing
- 22 summary judgement in favor of employer on wage statement claim);
- 23 l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8,
- 24 2018) (affirming judgement for employees after bench trial);
- 25 m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held
- 26 before the California Supreme Court on January 6, 2020 and a decision was
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published in March 2020.

96. Unlike plaintiffs' firms, which bear the risk of loss on contingency cases, defense firms are able to bill their clients for time spent on a case. As verified by a survey conducted by the National Law Journal nearly a decade ago, six California firms provided their hourly billing rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are located in Orange County, Los Angeles County, San Francisco County, and San Diego County. This survey is attached hereto as Exhibit "2".

97. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as well as monetary reasons), as this Court knows, many of these cases hinge on the decision of class certification. Recently, there has been a renewed effort by defense counsel and/or their clients to challenge these cases and to push back, especially on certification motions. In addition, many novel legal issues have gone up on appeal, which has complicated the landscape for settlement.

CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE

98. Class Counsel's aggregate lodestar amounts to \$79,816.00, which represents 115.30 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiff's Motion for Final Approval.

99. As such, Class Counsel is asking for a multiplier of 2.09.

100. The amount of time spent on this case (nearly 115.30 hours to date), which culminated in a very favorable proposed Settlement for the Class, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained.

101. Class Counsel litigated this action with great efficiency in light of the amount of work required to achieve the Settlement.

102. The requested hourly rates in this case range from \$495.00 per hour to \$1,210.00.

103. Class Counsel's hourly rates are fully supported by their experience and reputation

1 in handling complex employment litigation, including wage and hour class actions.

2 104. I am a 28-year attorney with expertise in wage and hour class action lawsuits.

3 105. I have litigated several hundred such cases, including at the appellate level at the
4 U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of
5 Appeal.

6 106. I am also a prolific speaker at various seminars on employment law and has
7 contributed to legal publications on employment topics.

8 107. In light of the impending increase of experienced lawyers in specialized practice, I
9 believe that the hourly rates charged by my firm are fair and reasonable and are comparable to or
10 less than those charged by my colleagues in California and the national market for prosecuting or
11 defending class actions.

12 108. My office billed for the following four attorneys for work performed on this case:
13 Kesley M. Szamet, Liane Katzenstein Ly, Jessica Bulaon, and me.

14 109. I am a partner at KINGSLEY SZAMET EMPLOYMENT LAWYERS. I graduated
15 from the University of California, Santa Barbara, in 1993 with a degree in History. I graduated
16 from Loyola Law School of Los Angeles in 1996 and I have a billing rate of \$1,210.00 per hour.

17 110. Kelsey M. Szamet is a partner at KINGSLEY SZAMET EMPLOYMENT
18 LAWYERS. She received her Bachelor of Arts degree, *cum laude*, from the University of
19 California San Diego and received her law degree from UCLA School of Law in 2008, where she
20 was active in the Women's Law Journal and community-based legal clinics. Ms. Szamet has been
21 practicing since 2008 and is billed at \$880 per hour.

22 111. Liane Katzenstein Ly, a former partner at KINGSLEY SZAMET EMPLOYMENT
23 LAWYERS. She is an honors graduate of Florida State University, and received her JD from
24 University of California Davis School of Law in 2008, where she was an editor of the
25 Environmental Law Journal and a board member of the King Hall Negotiations Team. She left the
26 firm in 2024 and had a billing rate of \$880 per hour.

1 112. Jessi Bulaon is an Associate Attorney at KINGSLEY SZAMET EMPLOYMENT
2 LAWYERS. Ms. Bulaon is a graduate of UCLA where she obtained her Bachelor of Arts in
3 Sociology. In 2021, she earned her J.D. from Southwestern Law School, where she was a member
4 on the Law Review and the Dean’s List. While at Southwestern, she was awarded the Exceptional
5 Achievement Award in Employment Law Survey course and Witkin Award in her Labor Law
6 course. Ms. Bulaon also clerked at a plaintiff-side employment law firm for 1.5 years until she was
7 admitted to practice in December of 2021. She is billed at \$495 per hour.

8 113. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross*
9 *New Mark: \$1,500 an Hour* states that “a review of filings over the past three months in about two
10 dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an
11 hour, with top rates at several large law firms exceeding \$1,400.” The article also explains that
12 “despite low inflation and weak demand for legal services, rates at large corporate law firms have
13 risen by 3% to 4% a year since the economic downturn.” Finally, the article notes that “the average
14 highest rate paid for law-firm partners was \$875 an hour in 2015.” This article is attached hereto
15 as Exhibit “3”.

16 114. Class Counsel’s charged rate are commensurate with the prevailing market rates in
17 Alameda County for attorneys of comparable experience and skill handling complex litigation.

18 115. Class Counsel’s rates in calculating the lodestar are the same rates charged to non-
19 contingent hourly clients and thus necessarily reflect the current market value of counsel’s legal
20 services.

21 116. Class Counsel made all reasonable attempts to avoid duplication of assignments
22 and to assign tasks to timekeepers at the appropriate billing rates.

23 117. Finally, Class Counsel’s rates are in line with the adjusted Laffey Matrix, which is
24 a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the
25 adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as
26 myself, is \$1,141, a reasonable rate for an attorney with 16 years of experience, such as Ms. Szamet
27
28

1 and Ms. Ly, is \$948, and a reasonable rate for an attorney with 3 years or less of experience, such
2 as Ms. Bulaon is \$473. A true and correct copy of the 2024-2025 Adjusted Laffey Matrix is
3 attached hereto as Exhibit “4”.

4 118. KINGSLEY SZAMET EMPLOYMENT LAWYERS’s attorneys’ fees in the
5 present case are broken down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	14.9	\$1,210.00	\$18,029.00
Kelsey M. Szamet	0.30	\$880.00	\$264.00
Jessi Bulaon	69.0	\$495.00	\$34,155.00
Liane Katzenstein Ly	31.0	\$880.00	\$27,368.00
KINGSLEY TOTAL ATTORNEYS’ FEES	115.30		\$79,816.00¹

14 119. KINGSLEY SZAMET EMPLOYMENT LAWYERS has spent significant time
15 extensively investigating, researching, and litigating this matter, including but not limited to the
16 following:

- 17 a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;
- 18 b. researching employer and related causes of action;
- 19 c. researching other pending and former matters against Defendant;
- 20 d. fact development and investigating Defendant’s ownership structure
- 21 e. researching and analyzing relevant claims under B&P 17200;
- 22 f. investigation and discussion regarding job functions, duties, compensation,
- 23 policies, and procedures, etc.;
- 24 g. regular meetings and or communicating with the Plaintiff;

26 ¹ The Total Attorneys’ Fees does not include Class Counsel anticipated 10-15 hours of future
27 time to handle the final approval hearing in July and to oversee the administration process.

- h. drafting pleadings (Complaints, Motion for Preliminary Approval, various documents related to Preliminary Approval, Motion for Final Approval, various documents related to Final approval, etc.);
- i. researching private right of action and various impact on class actions;
- j. interviewing and obtaining declarations from Participating Class Members;
- k. preparing for and attending mediation;
- l. discussing issues related to damage model calculations;
- m. preparing and analyzing damage models;
- n. negotiating the terms of the settlement;
- o. reviewing and making changes to the Agreement;
- p. drafting and editing all documents for Preliminary and Final Approval;
- q. monitoring Notice and settlement administration procedures;
- r. coordinating and overseeing all aspects of the administration of the Agreement (review documentation, approve form and content, etc.); and multiple communications with defense counsel.

120. Based on the aggregate lodestar, Class Counsel is requesting a multiplier of 2.09.

121. I believe the request for attorneys' fees in the amount of \$166,666.67 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, Class Counsel's diligent litigation efforts and experience led to an outstanding settlement.

FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER

122. This case dealt with difficult legal and factual questions. Significantly, the risk attendant to the underlying claims in this matter was great considering Defendant's defenses. As discussed in detail in the extensive risk analysis section in Plaintiff's Motion for Preliminary Approval of Settlement, were this case to proceed, Defendant would have a strong incentive to litigate tenaciously. There are genuine issues in dispute.

123. Class Counsel are skilled wage and hour practitioners with decades of experience who diligently prepared and litigated this matter as discussed.

124. To achieve the ultimate result in this case, Class Counsel had to incur substantial risk and expense, and were precluded from taking other fee generating employment for over 115.30 hours of attorney time.

125. This matter had been handled purely on a contingency fee basis and Class Counsel have advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting significant firm resources to prosecution of this matter.

126. Class Counsel believe this is an exceptional result that has been well received by Settlement Class Members.

ATTORNEY COSTS

127. In addition to their request for fees, Class Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of \$20,000.00

128. To date, Kingsley Szamet Employment Lawyers has incurred \$19,968.85 in costs

129. Class Counsel anticipates incurring an additional \$351.80 in costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for future copy charges, however, pursuant to the Settlement, Class Counsel shall not seek an amount in excess of \$20,000.00 for litigation costs.

130. As such, Class Counsel is requesting a cost reimbursement of \$20,000.00.

131. All of the requested costs are reasonable in amount and were necessarily incurred by Class Counsel in prosecuting this litigation

132. All of these costs have been incurred in the course of this litigation, and all costs advanced have already been paid by Class Counsel.

THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED

1 133. Plaintiff's Counsel request an enhancement of \$10,000.00 to the named Plaintiff
2 Jeffrey Huang Qixian for his work on behalf of the Class.

3 134. As set forth in detail in Plaintiff's Motion for Final Approval of Class Settlement
4 and Jeffrey Huang Qixian's declaration, Plaintiff Huang Qixian invested significant time and effort
5 in this case.

6 135. The time spent by Mr. Huang Qixian includes identifying competent counsel,
7 providing information to Class Counsel regarding his relevant employment experiences, compiling
8 relevant employment documents, conducting many in person and telephone meetings and
9 conferences with Class Counsel to discuss the status of the case and the theories of liability,
10 maintaining regular contact with class members about the status of the case, and reviewing
11 settlement documents.

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

14 137. Class Counsel considers this to be a fair and reasonable enhancement.

15 138. The enhancement takes into consideration the time, effort, and expense incurred by
16 Mr. Huang Qixian in coming forward to litigate this matter on behalf of all Settlement Class
17 Members.

18 139. Plaintiff Huang Qixian was also at risk of for paying Defendant's legal fees and
19 costs in the event that Defendant prevailed at trial.

20 140. The Class has benefited from Mr. Huang Qixian's action in stepping forward on
21 their behalf to bring this lawsuit.

22 141. Further, the Class Notice disclosed the enhancement award.

23 142. As of today, no Settlement Class Member has objected to the proposed
24 enhancement.

25 143. Under the circumstances, a representative payment of \$10,000.00 is justified and
26 the Court should award this payment to Jeffrey Huang Qixian from the Gross Settlement Amount
27

as provided in the Settlement.

PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT

AGENCY

144. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Final Approval of Attorneys' Fees and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date this Motion was filed. Proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "6".

EXHIBITS

145. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed Joint Stipulation of Class Action and PAGA Settlement and Release that was preliminary approved by this Court on February 11, 2025.

146. Attached hereto as Exhibit "2" is a true and correct copy of the ALM Research 2007 NLJ Billing Survey.

147. Attached hereto as Exhibit "3" is a true and correct copy of Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New Mark: \$1,500 an Hour*.

148. Attached hereto as Exhibit "4" is a true and correct copy of the 2023-2024 Adjusted Laffey Matrix.

149. Attached hereto as Exhibit "4" is a true and correct copy of the KINGSLEY SZAMET EMPLOYMENT LAWYERS costs ledger reflecting costs incurred in this matter.

150. Attached hereto as Exhibit "5" is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 144 above.

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

This declaration was executed this 22nd day of August, 2025, in Encino, California.



Eric B. Kingsley

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

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. RECITALS

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

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

1 employee of Defendant, filed a Class and Representative Action Complaint in the Superior Court
2 of the state of California for the County of Alameda alleging the following causes of action: (1)
3 failure to pay wages and/or overtime under Labor Code sections 510, 1194, 1194.2, and 1199; (2)
4 failure to provide meal periods pursuant to Labor Code sections 226.7 and 512; (3) violation of
5 Labor Code section 226(a); (4) penalties pursuant to Labor Code section 203; (5) violation of
6 Business and Professions Code section 17200; and (6) Penalties Pursuant to Labor Code section
7 2699, et seq., for violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
8 1194.2, and 1199.

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

24 2.4. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize
25 the length of continued proceedings necessary to litigate their disputes through certification, trial,
26 and any possible appeal. Plaintiff and Class Counsel have also taken into account the uncertainty
27 and risk of the outcome of further litigation, the difficulties and delays inherent in such litigation,
28 including, but not limited to, the risks related to a contested motion for class certification, and the

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

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

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

1 **3. TERMS OF SETTLEMENT**

2 The Parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.22. Individual Settlement Payment Formula.

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

i. 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.

ii. 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.

iii. 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.

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

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

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

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

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

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

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

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

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

1 Award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 **To Plaintiff:**

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

9 **To Defendant:**

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

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

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

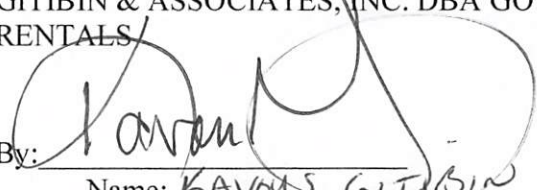
21 3.57. Binding Agreement. The Parties warrant that they understand and have full
22 authority to enter into this Settlement, and further intend that this Settlement will be fully
23 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure
24 in any proceeding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

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

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

Dated: June __, 2024

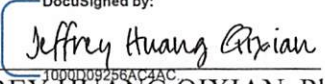
GITIBIN & ASSOCIATES, INC. DBA GO RENTALS

By: 

Name: KAVOUS GITIBIN

Title: PRESIDENT

DocuSigned by:

By: 

JEFFREY HUANG QIXIAN, Plaintiff

Dated: June 10, 2024

PROOF OF SERVICE

I, Lillian Marquez, declare:

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

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

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

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

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

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

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

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

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

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

Lillian Marquez

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

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Exhibit A

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

Jeffrey Huang Qixian, an individual, on behalf of himself, others similarly situated, and on behalf of the State of California, as a private attorney general, PLAINTIFF, v. GITIBIN & ASSOCIATES, INC., DBA GO RENTALS; and DOES 1 thru 50, inclusive, DEFENDANTS,

Alameda County Superior Court Case No. 22CV020833

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

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

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

Based on Go Rentals’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount».** 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 «Total_Weeks» workweeks** during the Class Period and **you worked «PAGA_Pay_Periods» 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 July 22, 2025.	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 Written Objections Must be Submitted by July 22, 2025	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 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 September 12, 2025, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on September 12, 2025, at 2:30 p.m. 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 July 22, 2025	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 July 22, 2025 . 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 Employment Lawyers 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 **July 22, 2025**, 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 **July 22, 2025**. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Go Rentals.

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

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Go Rentals have agreed that, in either case, the Settlement will be void: Go Rentals will not pay any money and Class Members will not release any claims against Go Rentals.
- H. Claims Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Claims Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Claims Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Claims Administrator's contact information

is contained in Section 9 of this Notice.

- I. Participating Class Members' Release. After the Judgment is final and Go Rentals has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Go Rentals or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims in the Action, as well as any and all claims that were asserted or could have been asserted based on the facts pled in the Action (including those alleged in Plaintiff's notice or amended notice to the California Labor & Workforce Development Agency), the allegations of which are expressly incorporated herein, including any and all claims arising from the facts alleged in the Action, including all wage and hour claims for unpaid wages including minimum wages and overtime, failure to include all non-discretionary bonus compensation when calculating their regular rate for the purpose of determining the correct overtime rates, failure to pay wages during employment and upon separation of employment, meal break violations, failure to pay one hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided, wage statement violations, and recovery of restitution, disgorgement, injunctive relief, declaratory relief, conversion, unjust enrichment, civil and statutory penalties, interest, liquidated damages, failure to properly pay sick pay pursuant to Labor Code section 246, and claims under California Labor Code sections 201-203, 226(a), 226.7, 246, 510, 512, 1194, 1194.2, and 1199, applicable Industrial Welfare Commission Wage Orders, claims under California Business & Professions Code sections 17200-17208, Civil Code § 3287 and 3289, Code of Civil Procedure § 1021.5, and recovery of attorney's fees and costs under any applicable statute.

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

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

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

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

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

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

Settlement Amount by a fraction, the numerator of which is the Participating Class member's total Compensable Work Weeks worked during the Class Period, and the denominator of which is the total number of Compensable Work Weeks worked by all Participating Class members during the Class Period.

2. Individual Aggrieved Employee Payments. The Administrator will calculate Individual Aggrieved Employee Payments by (a) dividing \$10,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Go Rentals' records, are stated in the first page of this Notice. You have until **July 22, 2025** 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 July 22, 2025, 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 **September 12, 2025**, 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 **qixian-v-gitibin-associates.phoenixcases.com** or the Court's website <https://eportal.alameda.courts.ca.gov/?q=node/388>.

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 July 22, 2025, 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 **September 12, 2025, at 2:30 p.m.**, 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 qixian-v-gitibin-associates.phoenixcases.com 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 Phoenix Settlement Administrators' website at **qixian-v-gitibin-associates.phoenixcases.com**. 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

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

Email: info@phoenixclassaction.com

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Claims Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

AVISO DE ACUERDO DE DEMANDA COLECTIVA APROBADO POR EL TRIBUNAL Y FECHA DE LA AUDIENCIA PARA SU APROBACIÓN DEFINITIVA POR EL TRIBUNAL

Jeffrey Huang Qixian, un particular, en su propio nombre, en el de otros en situación similar, y en nombre del Estado de California, como abogado general privado, DEMANDANTE, contra GITIBIN & ASSOCIATES, INC., DBA GO RENTALS; y asociados, inclusive, DEMANDADOS,

Tribunal Superior del Condado de Alameda Caso n° 22CV020833

El Tribunal Superior del Estado de California autorizó este Aviso. Léalo atentamente.

No es correo basura, ni spam, ni un anuncio, ni una solicitud de un abogado. No le están Demandando.

Usted puede ser elegible para recibir dinero de una Demanda colectiva de empleados (“Acción”) contra Gitibin & Associates, Inc. dba Go Rentals (“Go Rentals” o “Demandado”) por supuestas violaciones de salarios y horas. La Demanda fue presentada por un ex empleado de Go Rentals Jeffrey Huang Qixian (“Demandante”) y busca el pago de (1) salarios atrasados y otras compensaciones para una Clase de empleados por hora (“Miembros de la Clase”) que trabajaron uno o más períodos de pago para Go Rentals en el Estado de California durante el Período de Clase (31 de octubre de 2018 al 13 de mayo de 2024) que ejecutaron el mismo Acuerdo de arbitraje que el Demandante o no ejecutaron un Acuerdo de arbitraje; y (2) sanciones en virtud de la Ley General de Abogados Privados de California (“PAGA”) para todos los empleados por hora que trabajaron uno o más períodos de pago para Go Rentals en el Estado de California durante el Período PAGA (del 4 de agosto de 2021 al 13 de mayo de 2024) (“Empleados Agraviados”).

El Acuerdo Colectivo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que requiere que Go Rentals financie Pagos Individuales de la Clase, y (2) un Acuerdo PAGA que requiere que Go Rentals financie Pagos Individuales PAGA y pague sanciones a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral de California (“LWDA”).

Basándose en los registros de Go Rentals y en las suposiciones actuales de las Partes, **su Pago Individual de la Clase se estima en «ESA_Before_Paga» (menos la retención) y su Pago PAGA Individual se estima en «PAGA_Amount»**. La cantidad real que usted pueda recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indica ningún importe para su Pago PAGA Individual, entonces, según los registros de Go Rentals, usted no tiene derecho a un Pago PAGA Individual en virtud del Acuerdo porque no trabajó durante el Periodo PAGA).

Las estimaciones anteriores se basan en los registros de Go Rentals que muestran que **usted trabajó «Total_Weeks» Semanas Laborales** durante el Periodo de Clase y **usted trabajó «PAGA_Pay_Periods» períodos de pago** durante el Período PAGA. Si cree que trabajó más Semanas Laborales/períodos de pago durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado esta Notificación. El Tribunal aún no ha decidido si concederá la aprobación definitiva. Sus derechos legales se verán afectados tanto si actúa como si no. Lea atentamente este Aviso. Se considerará que lo ha leído y comprendido cuidadosamente. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará al Demandante y a los abogados del Demandante (“Abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que obligue a Go Rentals a realizar pagos en virtud del Acuerdo y que obligue a los Miembros de la Clase y a los Empleados Agraviados a renunciar a sus derechos a hacer valer determinadas reclamaciones contra Go Rentals.

Si usted trabajó para Go Rentals durante el Periodo de la Clase y/o el Periodo PAGA, tiene dos opciones básicas bajo el Acuerdo:

- (1) **No hacer nada.** No tiene que hacer nada para participar en el Acuerdo Colectivo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago PAGA Individual. Sin embargo, como Miembro Participante de la Clase, renunciará a su derecho a hacer valer las reclamaciones salariales del Periodo de la Clase y las reclamaciones de penalización del Periodo PAGA contra Go Rentals.
- (2) **Excluirse de Forma voluntaria del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo presentando la Solicitud de Exclusión por escrito o notificándolo de otro modo al Administrador por escrito. Si opta por excluirse del Acuerdo Colectivo, no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho a presentar personalmente reclamaciones salariales del Periodo de Clase contra Go Rentals y, si es un Empleado Agraviado, seguirá teniendo derecho a un Pago PAGA Individual. No puede optar por excluirse de la parte PAGA del Acuerdo propuesto.

Go Rentals no tomará represalias contra usted por ninguna acción que emprenda con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo	Si no hace nada, será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase y un Pago PAGA Individual (si lo hubiera). A cambio, renunciará a su derecho a hacer valer las reclamaciones salariales contra Go Rentals que están cubiertas por este Acuerdo (Reclamaciones Exoneradas).
Puede optar por no participar en el Acuerdo Colectivo pero no en el Acuerdo PAGA La fecha límite para darse de baja es el 22 de julio de 2025.	Si no desea participar plenamente en el Acuerdo Colectivo propuesto, puede excluirse del mismo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante de la Clase y ya no podrá optar a un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden oponerse a ninguna parte del Acuerdo Colectivo propuesto. Consulte la Sección 6 de este Aviso. Usted no puede optar por excluirse de la porción PAGA del Acuerdo propuesto. Go Rentals debe pagar Pagos PAGA Individuales a todos los Empleados Agraviados y los Empleados Agraviados deben renunciar a sus derechos de perseguir Reclamaciones Exoneradas (definidas a continuación).
Los Miembros Participantes de la Clase pueden objetar al Acuerdo Colectivo pero no al Acuerdo PAGA Las objeciones por escrito deben presentarse antes del 22 de julio de 2025.	Todos los Miembros Participantes de la Clase que no se excluyan (“Miembros Participantes de la Clase”) pueden objetar cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre la aprobación definitiva del Acuerdo incluirá la determinación de la cantidad que se pagará a los Abogados de la Clase y al Demandante que ejerció la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o al Demandante, pero cada dólar pagado a los Abogados de la Clase y al Demandante reduce la cantidad total pagada a los Miembros Participantes de la Clase. Puede oponerse a las cantidades solicitadas por los Abogados de la Clase o el Demandante si considera que no son razonables. Consulte la Sección 7 de este Aviso
Puede participar en la Audiencia de Aprobación Definitiva del 12 de septiembre de 2025.	La Audiencia de Aprobación Definitiva del Tribunal está programada para el 12 de septiembre de 2025 a las 2:30 p.m. No tiene que asistir, pero sí tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre a su propio coste), en persona, por teléfono o utilizando la plataforma de comparecencia virtual del Tribunal. Los Miembros Participantes de la Clase pueden oponerse verbalmente al Acuerdo en la Audiencia de Aprobación Definitiva. Consulte la Sección 8 de este Aviso.
Puede impugnar el cálculo de sus Semanas Laborales/Períodos de Pago Las impugnaciones por escrito deben presentarse antes del 22 de julio de 2025.	El importe de su Pago Individual de la Clase y de su Pago PAGA (si lo hubiera) depende de cuántas Semanas Laborales trabajó al menos un día durante el Período de la Clase y cuántos Períodos de Pago PAGA trabajó al menos un día durante el Período PAGA, respectivamente. El número de Semanas Laborales del Período de Clase y el número de Períodos de Pago del Período PAGA que usted trabajó según los registros de Go Rentals se indica en la primera página de este Aviso. Si no está de Acuerdo con alguna de estas cifras, debe impugnarla antes del 22 de julio de 2025 . Consulte la Sección 4 de este Aviso.

1. ¿EN QUÉ CONSISTE LA DEMANDA?

El Demandante es un antiguo empleado de Go Rentals. La Demanda acusa a Go Rentals de violar las leyes laborales de California al no pagar el salario mínimo y las horas extras, ni las bajas por enfermedad, y al proporcionar periodos de comida y declaraciones salariales detalladas y precisas. Basándose en las mismas reclamaciones, el Demandante también ha hecho valer una reclamación de sanciones civiles en virtud de la Ley General de Abogados Privados de California (Código Laboral §§ 2698, y siguientes) (“PAGA”). El Demandante está representado por abogados en la Demanda: Kingsley Szamet Employment Lawyers y D.Law, Inc. (“Abogados de Clase”).

Go Rentals niega rotundamente haber violado ninguna ley ni haber dejado de pagar ningún salario y sostiene que cumplió con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

El Tribunal no ha determinado si Go Rentals o el Demandante tienen razón en cuanto al fondo. Mientras tanto, el Demandante y Go Rentals contrataron a un mediador neutral en un esfuerzo por resolver la Demanda mediante la negociación de un para poner fin al caso por Acuerdo (resolver el caso) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Mediante la firma de un extenso Acuerdo de conciliación por escrito (“Acuerdo”) y acordando solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, la Demandante y Go Rentals han negociado una propuesta de Acuerdo que está sujeta a la Aprobación Definitiva del Tribunal.

Ambas partes están de Acuerdo en que el Acuerdo propuesto es un compromiso de las reclamaciones en disputa. Al aceptar llegar a un Acuerdo, Go Rentals no admite ninguna infracción ni concede el mérito de ninguna reclamación.

El Demandante y los Abogados de la Clase creen firmemente que el Acuerdo es un buen negocio para usted porque consideran que

(1) Go Rentals ha acordado pagar una cantidad justa, razonable y adecuada teniendo en cuenta la solidez de las reclamaciones y los riesgos e incertidumbres de un litigio continuado; y (2) El Acuerdo es en el mejor interés de los Miembros de la Clase y de los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar la Aprobación Definitiva.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

- A. Go Rentals pagará \$500,000.00 como Monto Bruto del Acuerdo (Acuerdo Bruto). Go Rentals ha acordado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Clase, los Pagos PAGA Individuales, el Pago por Servicios del Representante de la Clase, los honorarios y gastos de los abogados del Abogado de la Clase, los gastos del Administrador y las multas que se pagarán a la Agencia para el Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”). Suponiendo que el Tribunal conceda la Aprobación Definitiva, Go Rentals financiará el Acuerdo Bruto no más de 15 días después de que la Sentencia dictada por el Tribunal sea definitiva. La Sentencia será definitiva en la fecha en que el Tribunal dicte Sentencia, o en una fecha posterior si los Miembros Participantes de la Clase se oponen al Acuerdo propuesto o se apela la Sentencia.
- B. Deducciones del Acuerdo Bruto Aprobadas por el Tribunal. En la Audiencia de Aprobación Definitiva, el Demandante y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos importes serán decididos por el Tribunal en la Audiencia de Aprobación Definitiva:
 - A. Hasta \$166,666.66 (33.33% del Acuerdo Bruto) a los Abogados de la Clase por concepto de honorarios de abogados y hasta \$20,000.00 por sus litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Demanda sin recibir pago alguno.
 - B. Hasta \$10,000.00 como Adjudicación del Representante de la Clase por presentar la Demanda, trabajar con el Abogado de la Clase y representar a la Clase. La Adjudicación del Representante de la Clase será el único dinero que el Demandante recibirá aparte del Pago Individual de la Clase del Demandante y cualquier Pago PAGA Individual.
 - C. Hasta \$10,000.00 al Administrador por servicios de administración del Acuerdo.
 - D. Hasta \$10,000.00 por Penalidades PAGA, asignados 75% al Pago PAGA de la LWDA y 25% en Pagos PAGA Individuales a los Empleados Agraviados basados en sus Períodos de Pago PAGA.

Los Miembros Participantes de la Clase tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

- C. Acuerdo Neto Distribuido a los Miembros de la Clase. Después de realizar las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto del Acuerdo Colectivo (el “Acuerdo Neto”) realizando Pagos Individuales de la Clase a los Miembros Participantes de la Clase en función de sus Semanas Laborales del Periodo de la Clase.
- D. Impuestos adeudados sobre los Pagos a los Miembros de la Clase. El Demandante y Go Rentals solicitan al Tribunal que apruebe una asignación del 33.33% de cada Pago Individual de la Clase a salarios sujetos a impuestos (“Porción Salarial”) y del 66.66% a intereses y sanciones (“Porción No Salarial”). La Porción Salarial está sujeta a retenciones y se declarará en los Formularios W-2 del IRS. Los Pagos PAGA Individuales se contabilizan como penalizaciones y no como salarios a efectos fiscales. El Administrador declarará los Pagos PAGA Individuales y las Porciones No Salariales de los Pagos Individuales de la Clase en los Formularios 1099 del IRS.

Aunque el Demandante y Go Rentals han acordado estas asignaciones, ninguna de las partes le está asesorando sobre si sus Pagos están sujetos a impuestos o cuánto podría deber en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las sanciones y los intereses sobre impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar a un asesor fiscal si tiene alguna duda sobre las consecuencias fiscales del Acuerdo propuesto.

- E. Necesidad de cobrar con prontitud los cheques de pago. El anverso de cada cheque emitido para Pagos Individuales de la Clase y Pagos PAGA Individuales mostrará la fecha en la que vence el cheque (la fecha de anulación). Si no lo cobra antes de la fecha de caducidad, su cheque se anulará automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Controlador de California a su nombre. Si el dinero que representa su cheque es enviado al Fondo de Propiedad No Reclamada del Controlador, deberá consultar las normas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.
- F. Solicitudes de Exclusión del Acuerdo Colectivo. Se le tratará como Miembro Participante de la Clase, participando plenamente en el Acuerdo Colectivo, a menos que rellene y envíe oportunamente por correo una Solicitud de Exclusión firmada para notificar por escrito al Administrador de Demandas, no más tarde del **22 de julio de 2025**, que desea excluirse. La Solicitud de Exclusión debe ser una carta firmada por un Miembro de la Clase en la que conste su nombre, dirección actual, número de teléfono, número de la seguridad social y una declaración en la que elija ser excluido del Acuerdo. La Solicitud de Exclusión deberá llevar matasellos no posterior a **22 de julio de 2025**. Los Miembros de la Clase excluidos (es decir, los Miembros no Participantes de la Clase) no recibirán Pagos Individuales de la Clase, pero conservarán sus derechos a presentar personalmente Demandas por salarios y horas de trabajo contra Go Rentals.

Usted no puede excluirse de la parte PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo Colectivo

(Miembros No Participantes de la Clase) seguirán siendo elegibles para los Pagos PAGA Individuales y deberán renunciar a su derecho a hacer valer reclamaciones PAGA contra Go Rentals basadas en los hechos alegados en la Demanda.

- G. El Acuerdo propuesto será nulo si el Tribunal deniega la aprobación definitiva. Es posible que el Tribunal se niegue a conceder la Aprobación Definitiva del Acuerdo o se niegue a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. Los Demandantes y Go Rentals han acordado que, en cualquiera de los dos casos, el Acuerdo será nulo: Go Rentals no pagará ningún dinero y los Miembros de la Clase no liberarán ninguna reclamación contra Go Rentals.
- H. Administrador de Reclamaciones. El Tribunal ha designado a una empresa neutral, Phoenix Settlement Administrators (el “Administrador de Reclamaciones”) para que envíe esta Notificación, calcule y realice los pagos y procese las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador de Reclamaciones también decidirá las Recusaciones de los Miembros de la Clase sobre Semanas Laborales, enviará y volverá a enviar los cheques del Acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador de Reclamaciones figura en la Sección 9 de este Aviso.
- I. Liberación de los Miembros Participantes de la Clase. Después de que la Sentencia sea definitiva y Go Rentals haya financiado completamente el Acuerdo Bruto (y pagado por separado todos los impuestos sobre la nómina del empleador), los Miembros Participantes de la Clase estarán legalmente impedidos de hacer valer cualquiera de las Demandas liberadas bajo el Acuerdo. Esto significa que, a menos que haya optado por excluirse de forma válida del Acuerdo Colectivo, no podrá Demandar, continuar Demandando ni ser parte de ninguna otra Demanda contra Go Rentals o entidades relacionadas por salarios basados en los hechos del Periodo de Clase y sanciones PAGA basadas en los hechos del Periodo PAGA, tal y como se alega en la Demanda y se resuelve en este Acuerdo.

Los Miembros Participantes de la Clase quedarán vinculados por el siguiente comunicado:

Todos los Miembros Participantes de la Clase, en nombre de sí mismos y de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberan a las Partes Exoneradas de todas las reclamaciones en la Demanda, así como de todas y cada una de las reclamaciones que se hicieron valer o podrían hecho valer en base a los hechos alegados en la Demanda (incluyendo las alegadas en la notificación o notificación enmendada de la Demandante a la Agencia de Trabajo y Fuerza Laboral de California), cuyas alegaciones se incorporan expresamente al presente, incluyendo todas y cada una de las reclamaciones derivadas de los hechos alegados en la Demanda, incluyendo todas las reclamaciones por salarios y horas por salarios no pagados, incluyendo salarios mínimos y horas extras, no inclusión de todas las compensaciones por bonificaciones no discrecionales al calcular su tarifa regular con el fin de determinar las tarifas correctas por horas extras, no pago de salarios durante el empleo y tras la separación del empleo, violaciones de las pausas para comer, falta de pago de una hora de salario a la tasa regular de compensación de los empleados por cada día de trabajo que no se proporcionó el período de comida conforme, violaciones de las declaraciones salariales, y recuperación de restitución, devolución, desagravio por mandato judicial, desagravio declaratorio, conversión, enriquecimiento injusto, sanciones civiles y legales, intereses, daños liquidados, falta de pago adecuado de la paga por enfermedad conforme a la sección 246 del Código Laboral, y reclamaciones conforme a las secciones 201-203, 226(a) 226. 7, 246, 510, 512, 1194, 1194.2 y 1199, del Código Laboral de California, Órdenes salariales aplicables de la Comisión de Bienestar Industrial, reclamaciones en virtud de las secciones 17200-17208 del Código de Negocios y Profesiones de California, las secciones 3287 y 3289 del Código Civil, el Código de Procedimiento Civil §1021.5, y la recuperación de los honorarios del abogado y las costas en virtud de cualquier estatuto aplicable.

- J. Liberación PAGA de los Empleados Agraviados. Después de que la sentencia del Tribunal sea definitiva, y Go Rentals haya pagado el Acuerdo Bruto (y pagado por separado los impuestos sobre la nómina del lado del empleador), todos los Empleados Agraviados quedarán impedidos de hacer valer reclamaciones PAGA contra Go Rentals, se excluyan o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos los que sean Miembros Participantes de la Clase y los que se excluyan del Acuerdo Colectivo, no podrán Demandar, seguir Demandando ni participar en ninguna otra reclamación PAGA contra Go Rentals o sus entidades relacionadas basada en los hechos del Periodo PAGA alegados en la Demanda y resueltos por este Acuerdo.

Los descargos de los Empleados Agraviados para los Miembros Participantes y No Participantes de la Clase son los siguientes:

Se considera que todos los Miembros Participantes y No Participantes de la Clase que sean Empleados Agraviados liberan, en su nombre y en el de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, las Partes Exoneradas, de todas y cada una de las reclamaciones presentadas de conformidad con la Ley General de Abogados Privados de California de 2004, secciones 2698, y siguientes del Código Laboral de California, basadas en las reclamaciones que se hicieron valer o podrían haberse hecho valer en base a los hechos alegados en la Demanda, incluidas las alegadas en la notificación o notificación enmendada de los Demandantes a la Agencia de Trabajo y Fuerza Laboral de California, cuyas alegaciones se incorporan expresamente al presente, incluyendo, sin limitación, todas y cada una de las reclamaciones derivadas de los hechos alegados en la Demanda, incluyendo todas las reclamaciones salariales y horarias por salarios no pagados, incluyendo salarios mínimos y horas extras, falta de pago de una hora de salario a la tarifa regular de compensación de los empleados por cada día laboral en

que no se proporcionó el periodo de comida conforme a la normativa, incumplimiento del pago de salarios durante el empleo y en el momento de la separación del empleo, infracciones de las pausas para comer, incumplimiento del pago de una hora de salario a la tarifa regular de compensación de los empleados por cada día laborable que no se proporcionó el periodo de comida conforme, infracciones de las declaraciones salariales, incumplimiento del pago adecuado de la paga por enfermedad conforme a la sección 246 del Código Laboral y recuperación de sanciones civiles por infracciones de las secciones 201-203, 226(a), 226.7, 246,510,512, 1194, 1194.2, 1199 del Código Laboral, órdenes salariales aplicables de la Comisión de Bienestar Industrial, §§ 3287 y 3289 del Código Civil, §1021.5 del Código de Procedimiento Civil, y la recuperación de los honorarios y costas de los abogados en virtud de cualquier ley aplicable.

4. **¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?**

1. Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase mediante la siguiente fórmula:

Importe de la Declaración Salarial: El 16.66% del Monto Neto del Acuerdo será designado como el “Monto de la Declaración de Salarios”. El Importe de la Declaración de Salarios para cada Miembro Participante de la Clase se basará en su número proporcional de Semanas Laborales trabajadas entre el 31 de octubre de 2021 y el final del Período de la Clase, multiplicando el Importe de la Declaración de Salarios por una fracción, cuyo numerador es el total de Semanas Laborales trabajadas del Miembro Participante de la Clase entre el 31 de octubre de 2021 y el final del Período de la Clase, y cuyo denominador es el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase entre el 31 de octubre de 2021 y el final del Período de la Clase.

Importe del Tiempo de Espera: El 50% del Monto Neto del Acuerdo será designado como el “Monto del Tiempo de Espera”. El Monto del Tiempo de Espera se distribuirá en partes iguales y prorrateadas a cada Miembro Participante de la Clase que haya separado su empleo del Demandado en cualquier momento desde el 31 de octubre de 2019 hasta el final del Período de la Clase.

El resto (33,34%) del Importe Neto del Acuerdo se distribuirá a cada Miembro Participante de la Clase en función de su número proporcional de Semanas Laborales Compensables trabajadas durante el Período de la Clase, multiplicando el Importe Neto del Acuerdo restante por una fracción, cuyo numerador es el total de Semanas Laborales Compensables trabajadas por el Miembro Participante de la Clase durante el Período de la Clase, y cuyo denominador es el número total de Semanas Laborales Compensables trabajadas por todos los Miembros Participantes de la Clase durante el Período de la Clase.

2. Pagos Individuales al Empleado Agraviado. El Administrador calculará los Pagos Individuales al Empleado Agraviado (a) dividiendo \$10,000.00 por el número total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Períodos de Pago PAGA trabajados por cada Empleado Agraviado individual.
3. Semanas Laborales/Períodos de Pago Impugnados. El número de Semanas Laborales de Clase que usted trabajó durante el Período de Clase y el número de Períodos de Pago PAGA que usted trabajó durante el Período PAGA, según consta en los registros de Go Rentals, se indican en la primera página de esta Notificación. Tiene hasta el **22 de julio de 2025** para impugnar el número de Semanas Laborales y/o Períodos de Pago que se le han acreditado. Puede presentar su impugnación firmando y enviando una carta al Administrador de Reclamaciones por correo, correo electrónico o fax. La sección 9 de este Aviso contiene la información de contacto del Administrador de Reclamaciones.

Es necesario que apoye su impugnación enviando copias de talones de pago u otros registros. El Administrador de Reclamaciones aceptará el cálculo de Semanas Laborales y/o Períodos de Pago de Go Rentals basado en los registros de Go Rentals como exacto a menos que usted envíe copias de registros que contengan información contraria. Deberá enviar copias en lugar de originales porque los documentos no le serán devueltos. El Administrador de Reclamaciones resolverá las impugnaciones de Semanas Laborales y/o Períodos de Pago basándose en su presentación y en las aportaciones del Abogado de la Clase (que abogará en nombre de los Miembros Participantes de la Clase) y del Abogado de Go Rentals. La decisión del Administrador de Reclamaciones es definitiva. Usted no puede apelar ni impugnar de otro modo su decisión final.

5. **¿CÓMO COBRARÉ?**

1. Miembros Participantes de la Clase. El Administrador enviará, por correo de EE.UU., un único cheque a cada Miembro Participante de la Clase (es decir, a cada Miembro Participante de la Clase que no opte por no participar), incluidos aquellos que también reúnan los requisitos como Empleados Agraviados. El cheque combinará el Pago Individual de la Clase y el Pago PAGA Individual.
2. Miembros No Participantes de la Clase. El Administrador enviará, por correo de EE.UU., un único cheque de Pago PAGA Individual a cada Empleado Agraviado que opte por no participar en el Acuerdo Colectivo (es decir, a cada Miembro No Participante de la Clase).

Su cheque se enviará a la misma dirección que este aviso. Si cambia de dirección, asegúrese de notificarlo al Administrador lo antes posible. La sección 9 de este Aviso contiene la información de contacto del Administrador.

6. **¿CÓMO PUEDO EXCLUIRME DEL ACUERDO COLECTIVO?**

Presente una carta escrita y firmada con su nombre, dirección actual, número de teléfono, número de la seguridad social y una declaración simple de que no desea participar en el Acuerdo (“Solicitud de exclusión”). El Administrador de Reclamaciones le

excluirá basándose en cualquier escrito que comunique su solicitud de exclusión. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como Jeffrey Huang Qixian contra Gitibin & Associates, Inc. dba Go Rentals, e incluir sus datos identificativos (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de la seguridad social a efectos de verificación). Debe realizar la solicitud usted mismo. Si otra persona realiza la solicitud por usted, ésta no será válida. **La Solicitud de Exclusión debe estar matasellada antes del 22 de julio de 2025 y enviada por correo al Administrador de Reclamaciones, o no será válida.** La sección 9 del aviso contiene la información de contacto del Administrador.

7. ¿CÓMO PUEDO Oponerme al Acuerdo?

Sólo los Miembros Participantes de la Clase tienen derecho a objetar el Acuerdo. Antes de decidir si objetar o no, tal vez desee ver qué es lo que el Demandante y Go Rentals solicitan al Tribunal que apruebe. Al menos quince días antes de la Audiencia de Aprobación Definitiva del **12 de septiembre de 2025**, los Abogados de la Clase y/o el Demandante presentarán ante el Tribunal (1) una Petición de Aprobación Definitiva que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Petición de Honorarios, Gastos de Litigio y Adjudicación de Servicios que indique (i) la cantidad que los Abogados de la Clase solicitan en concepto de honorarios de abogados y gastos de litigio; y (ii) la cantidad que el Demandante solicita como Adjudicación de Servicios del Representante de la Clase. Previa solicitud razonable, los Abogados de la Clase (cuyos datos de contacto figuran en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin coste alguno para usted. También puede verlos en el sitio web del Administrador de Reclamaciones **qixian-v-gitibin-associates.phoenixcases.com** o en el sitio web del Tribunal <https://eportal.alameda.courts.ca.gov/?q=node/388>.

Un Miembro Participante de la Clase que no esté de Acuerdo con algún aspecto del Acuerdo, la Moción de Aprobación Definitiva y/o la Moción de Honorarios, Gastos de Litigio y Adjudicación de Servicios puede desear objetar, por ejemplo, que el Acuerdo propuesto es injusto, o que las cantidades solicitadas por el Abogado de la Clase o el Demandante son demasiado altas o bajas. **La objeción por escrito debe llevar matasellos del 22 de julio de 2025 y devolverse al Administrador de Demandas.** Asegúrese de decirle al Administrador a qué se opone, por qué se opone y cualquier hecho que apoye su objeción.

Asegúrese de identificar la Demanda Jeffrey Huang Qixian contra Gitibin & Associates, Inc. dba Go Rentals e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo para Go Rentals, los cuatro últimos dígitos de su número de la seguridad social y/o el número de identificación de empleado, y si tiene intención de comparecer en la Audiencia de Aprobación Definitiva y firmar la objeción. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Clase puede objetar (o contratar personalmente a un abogado para que objete a su costa) asistiendo a la Audiencia de Aprobación Definitiva. Usted (o su abogado) debe estar preparado para decir al Tribunal a qué se opone, por qué se opone y cualquier hecho que apoye su objeción. Consulte la Sección 8 de este Aviso (inmediatamente a continuación) para obtener información específica sobre la Audiencia de Aprobación Definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

Usted puede, pero no está, a asistir a la Audiencia de Aprobación Definitiva el **12 de septiembre de 2025 a las 2:30 p.m.**, en el Departamento 21 del Tribunal Superior de Alameda, ubicado en 1221 Oak Street, Oakland, California 94612. En la Audiencia, el juez decidirá si concede la Aprobación Definitiva del Acuerdo y qué cantidad del Acuerdo bruto se pagará a los Abogados de la Clase, al Demandante y al Administrador.

El Tribunal invitará a los objetores, a los Abogados de la Clase y a los Abogados de la Defensa a hacer comentarios antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) personalmente o de forma virtual. Consulte la página web del (<https://www.alameda.courts.ca.gov/general-information/remote-appearances>) para obtener la información más actualizada.

Es posible que el Tribunal cambie la fecha de la Audiencia de Aprobación Definitiva. Debe consultar previamente la página web del Administrador **qixian-v-gitibin-associates.phoenixcases.com** o ponerse en contacto con los Abogados de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que Go Rentals y el Demandante han prometido hacer en virtud del Acuerdo propuesto. La forma más sencilla de leer el Acuerdo, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web de Phoenix Settlement Administrators' en **qixian-v-gitibin-associates.phoenixcases.com**. También puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que figura a continuación, o consultar el sitio web del Tribunal Superior entrando en <https://eportal.alameda.courts.ca.gov/?q=node/388> [**confirmar**] e introduciendo el Número de Caso de la Demanda, Caso nº 22CV020833. También puede concertar una cita para revisar personalmente los documentos judiciales en la Secretaría del Juzgado Rene C. Davidson, Edificio de Administración, 1221 Oak Street, Oakland, California 94612, durante el horario laboral habitual, llamando al 510-267-6911.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Administrador de Reclamaciones:

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

Email: info@phoenixclassaction.com

Abogados del Demandante / Miembros Participantes de la Clase:

Kingsley Szamet Employment Lawyers

ERIC B. KINGSLEY

eric@kingsleylawyers.com

16133 Ventura Blvd., Suite 1200

Encino, CA 91436

Tel: (818) 990-8300

Fax (818)-990-2903

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400 N. Brand Blvd., 7th Floor

Glendale, CA 91203

Tel: (818) 875-2008

Fax: (818) 722-3974

Abogados de 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. ¿QUÉ OCURRE SI PIERDO EL CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque de Acuerdo antes de cobrarlo, el administrador de reclamaciones se lo sustituirá siempre que solicite la sustitución antes de la fecha de nulidad que figura en el anverso del cheque original. Si su cheque ya es nulo, deberá consultar el Fondo de Propiedad No Reclamada https://www.sco.ca.gov/search_upd.html para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ OCURRE SI CAMBIO DE DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al administrador de reclamaciones si se muda o cambia de otro modo su dirección postal.

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 Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, **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 «Total_Weeks» workweeks for Go Rentals in California between October 31, 2018, and May 13, 2024;
- (b) You worked «PAGA_Pay_Periods» workweeks for Go Rentals in California between October 31, 2021, and May 13, 2024;
- (c) You «DIDDID_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 «Est_Set_Amt».

(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 JULY 22, 2025.

Signature: _____ Date: _____

NOTIFICACIÓN DE LA ADJUDICACIÓN DEL ACUERDO

JEFFREY HUANG QIXIAN contra GITIBIN & ASSOCIATES, INC, DBA GO RENTALS, ET AL.
 TRIBUNAL SUPERIOR DEL CONDADO DE ALAMEDA, CASO N° 22CV020833

Por favor complete, firme, feche y devuelva este Formulario a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 **SÓLO SI** (1) su información personal de contacto ha cambiado, y/o (2) desea disputar cualquiera de la información listada en la Sección (III), a continuación. Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador de Reclamaciones.

(V) Escriba su nombre a máquina o con letra de imprenta:

(Nombre, Medio, Apellido)

(VI) Escriba a máquina o con letra de imprenta los siguientes datos identificativos si su información de contacto ha cambiado:

Nombres anteriores (si los hubiera)

Nueva dirección

Ciudad

Estado

Código postal

(VII) Información utilizada para calcular el pago de su Acuerdo individual:

Según los registros de Go Rentals:

- (a) Usted trabajó «Total_Weeks» Semanas Laborales para Go Rentals en California entre el 31 de octubre de 2018 y el 13 de mayo de 2024;
- (b) Usted trabajó «PAGA_Pay_Periods» Semanas Laborales para Go Rentals en California entre el 31 de octubre de 2021 y el 13 de mayo de 2024;
- (c) Usted «SINO» separó su empleo con Go Rentals el 31 de octubre de o después;

En base a lo anterior, se estima que su pago de Acuerdo individual será de «Est_Set_Amt».

(VIII) Si no está de Acuerdo con los puntos (a) - (c) de la Sección (III) anterior, explique por qué en el espacio proporcionado a continuación e incluya copias de cualquier prueba o documentación justificativa con este formulario:

Si usted disputa la información anterior de los registros de Go Rentals, esos registros prevalecerán a menos que usted pueda proporcionar documentación que establezca que los registros de Go Rentals están equivocados. Si existe una disputa sobre si la información de Go Rentals o la suya es exacta, y la disputa no puede resolverse informalmente, las Partes y el Administrador del Acuerdo resolverán la disputa como se describe en la Notificación de Clase que acompaña a este Formulario. Cualquier disputa no resuelta será sometida al Tribunal para una determinación final.

LAS IMPUGNACIONES, JUNTO CON LA DOCUMENTACIÓN JUSTIFICATIVA, DEBERÁN ESTAR MATASELLADAS A MÁS TARDAR EL 22 de julio de 2025.

Firma: _____ Fecha: _____

EXHIBIT "2"

	A	C	D	E	F	G	H	I	J	K	L
	ALM RESEARCH 2007 NLJ Billing Survey Fiscal Year - 2007 Billing Source-National Law Journal 12/11/2007 Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
1											
2	2007 NLJ Billing Survey										
3	Fiscal Year - 2007										
4	Billing Source-National Law Journal 12/11/2007										
5	Copyright © 2007, ALM Properties, Inc., All Rights Reserved										
6											
7	Adams and Reese	\$500	\$225	\$255	\$165	\$198	\$305	\$278	\$197	\$300	\$275
8	Andrews Kurth	\$795	\$400	\$460	\$210						
9	Arent Fox	\$675	\$395	\$440	\$240						
10	Armstrong Teasdale	\$450	\$295	\$295	\$165						
11	Baker, Donelson, Bearman, Caldwell & Berkowitz	\$525	\$230	\$315	\$160	\$205	\$325	\$280	\$200	\$320	\$270
12	Barnes & Thornburg	\$485	\$265	\$295	\$180	\$225	\$350	\$302	\$220	\$355	\$310
13	Bass, Berry & Sims PLC	\$575	\$300	\$285	\$180						
14	Best Best & Krieger	\$495	\$290	\$350	\$160	\$203	\$275	\$212	\$235	\$390	\$265
15	Bond, Schoeneck & King	\$435	\$200	\$250	\$140	\$179	\$294	\$253	\$175	\$295	\$300
16	Bradley Arant Rose & White	\$520	\$240	\$280	\$180	\$211	\$335	\$258	\$205	\$330	\$260
17	Briggs and Morgan	\$500	\$250	\$325	\$195	\$233	\$391	\$344	\$230	\$395	\$350
18	Brinks Hofer Gilson & Lione	\$650	\$300	\$410	\$180	\$273	\$479	\$365	\$250	\$485	\$350
19	Broad and Cassel	\$450	\$250	\$310	\$165	\$232	\$361	\$294	\$225	\$360	\$275
20	Brownstein Hyatt Farber Schreck	\$675	\$260	\$270	\$170	\$219	\$373	\$308	\$218	\$390	\$325
21	Bryan Cave	\$695	\$320	\$495	\$165	\$295	\$493	\$394	\$295	\$490	\$375
22	Buchanan Ingersoll & Rooney	\$750	\$320	\$460	\$150						
23	Bullivant Houser Bailey	\$500	\$225	\$350	\$150	\$240	\$285	\$260	\$220	\$275	\$250
24	Burr & Forman	\$470	\$250	\$305	\$175	\$235	\$340				
25	Butzel Long	\$575	\$210	\$350	\$155						
26	Carlton Fields	\$600	\$280	\$375	\$190	\$243	\$406	\$312	\$245	\$405	\$300
27	Cooley Godward Kronish	\$875	\$470	\$555	\$250						
28	Covington & Burling	\$800	\$510	\$525	\$240						
29	Cozen O'Connor	\$750	\$230	\$530	\$155	\$283	\$420	\$350	\$280	\$425	\$340
30	Curtis, Mallet-Prevost, Colt & Mosle	\$735	\$635	\$560	\$280	\$361	\$666	\$396	\$360	\$685	\$480
31	Davis Wright Tremaine	\$695	\$300	\$390	\$170	\$257	\$430	\$375	\$250	\$423	\$375
32	Day Pitney	\$650	\$350	\$525	\$210	\$306	\$472	\$374	\$310	\$465	\$375
33	Dickinson Wright	\$530	\$260	\$275	\$170						
34	Dickstein Shapiro Morin & Oshinsky	\$825	\$425	\$440	\$225	\$336	\$552	\$438	\$360	\$550	\$425
35	Dinsmore & Shohl	\$475	\$235	\$285	\$155	\$199	\$342	\$275	\$190	\$340	\$250
36	Dorsey & Whitney	\$750	\$220	\$470	\$145	\$274	\$463	\$375	\$260	\$463	\$365
37	Duane Morris	\$705	\$315	\$465	\$150	\$310	\$475	\$416	\$305	\$470	\$415
38	Dykema Gossett	\$625	\$245	\$390	\$185	\$272	\$403				
39	Edwards Angell Palmer & Dodge	\$700	\$350	\$450	\$170	\$293	\$515	\$407	\$280	\$513	\$400
40	Epstein Becker & Green	\$675	\$280	\$440	\$155	\$290	\$471	\$380	\$280	\$475	\$395
41	Fenwick & West	\$775	\$500	\$500	\$245	\$360	\$590	\$395	\$370	\$600	\$410
42	Foley & Lardner	\$855			\$185	\$387	\$550	\$476	\$375	\$550	\$475
43	Ford & Harrison	\$560	\$325	\$395	\$210						
44	Fowler White Boggs Banker	\$500	\$230	\$325	\$150	\$217	\$345	\$303	\$210	\$340	\$300
45	Fox Rothschild	\$595	\$240	\$440	\$190						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
46											
47	Frost Brown Todd	\$455	\$225	\$255	\$145	\$180	\$303	\$256	\$170	\$295	\$255
48	Gardere Wynne Sewell	\$715	\$350	\$425	\$220	\$292	\$472	\$405	\$265	\$475	\$405
49	GrayRobinson, PA	\$500	\$175	\$250	\$250	\$198	\$319	\$224			
50	Greenberg Traurig, PA	\$850	\$300	\$505	\$175	\$311	\$490	\$407	\$310	\$500	\$415
51	Harris Beach	\$475	\$250	\$275	\$140						
52	Hiscock & Barclay LLP	\$375	\$220	\$250	\$160	\$185	\$278	\$245	\$180	\$280	\$250
53	Hodgson Russ	\$645	\$215	\$395	\$155	\$219	\$337	\$254	\$205	\$350	\$250
54	Hogan & Hartson	\$850	\$300	\$525	\$150	\$385	\$600	\$490	\$370	\$590	
55	Holland & Hart	\$585	\$275	\$345	\$165	\$269	\$388	\$335	\$275	\$385	\$335
56	Holme Roberts & Owen	\$635	\$285	\$420	\$195	\$284	\$412	\$353	\$265	\$410	\$345
57	Howard, Rice, Nemerovski, Canady, Falk & Rabkin	\$775	\$495	\$485	\$275						
58	Hughes Hubbard & Reed	\$825	\$595	\$560	\$240						
59	Husch & Eppenberger	\$425	\$190	\$260	\$130	\$179	\$297	\$248	\$175	\$295	\$245
60	Jackson Lewis	\$575	\$235	\$450	\$210						
61	Jenner & Block LLP	\$900	\$450	\$425	\$275	\$327	\$562		\$325	\$525	
62	Jones, Walker, Waechter, Poitevent, Carrere & Denegre	\$600	\$210	\$225	\$150						
63	Kelley Drye & Warren	\$800	\$400	\$500	\$255						
64	Knobbe, Martens, Olson & Bear	\$645	\$340	\$420	\$215						
65	Lane Powell Moss & Miller	\$515	\$300	\$300	\$205	\$255	\$370	\$345	\$255	\$370	\$345
66	Lathrop & Gage	\$450	\$225	\$300	\$140	\$185	\$300	\$215	\$185	\$300	\$260
67	Leonard, Street and Deinard	\$500	\$300	\$300	\$185						
68	Lewis, Rice & Fingersh	\$425	\$240	\$295	\$130						
69	Lindquist & Vennum	\$500	\$260	\$260	\$165						
70	Locke, Lord, Bissell & Liddell	\$900	\$375	\$390	\$190	\$281	\$488	\$399	\$280	\$490	\$425
71	Loeb & Loeb	\$875	\$425	\$500	\$240	\$384	\$606	\$505	\$400	\$600	\$500
72	Lord, Bissell & Brook	\$690	\$335	\$410	\$200	\$299	\$473	\$410	\$300	\$475	\$415
73	Lowenstein Sandler	\$725	\$380	\$395	\$205						
74	Luce, Forward, Hamilton & Scripps	\$725	\$325	\$450	\$220	\$281	\$465	\$381	\$280	\$475	\$395
75	Manatt, Phelps & Phillips	\$785	\$520	\$480	\$265	\$395	\$600	\$518	\$415	\$590	\$550
76	Marshall, Dennehey, Warner, Coleman & Goggin	\$400	\$135	\$300	\$120						
77	McCarter & English LLP	\$650	\$325	\$395	\$205						
78	McElroy Deutsch, Mulvaney & Carpenter	\$450	\$295	\$225	\$135	\$180	\$250	\$195	\$165	\$235	\$215
79	McKee Nelson	\$920	\$635	\$595	\$375	\$446	\$760	\$489	\$455	\$755	\$475
80	Michael Best & Friedrich	\$550	\$225	\$300	\$185	\$234	\$363	\$321	\$235	\$350	\$325
81	Miles & Stockbridge	\$535	\$315	\$405	\$205	\$260	\$397				
82	Miller & Martin	\$580	\$230	\$295	\$160	\$201	\$338	\$306	\$195	\$340	\$320
83	Miller, Canfield, Paddock and Stone, PLC	\$595	\$265	\$340	\$160	\$225	\$400	\$285	\$220	\$400	\$335
84	Montgomery, McCracken, Walker & Rhoads	\$755	\$320	\$320	\$195	\$260	\$419	\$360			
85	Moore & Van Allen	\$765	\$265	\$330	\$175						
86	Morgan, Lewis & Bockius	\$850	\$375	\$575	\$200						
87	Morris, Manning & Martin	\$625	\$350	\$400	\$180	\$285	\$436	\$380	\$310	\$395	\$440
88	Nexsen Pruet Jacobs & Pollard	\$420	\$220	\$250	\$150						
89	Ogletree, Deakins, Nash, Smoak & Stewart	\$575	\$270	\$360	\$200	\$256	\$348	\$312			
90	Patton Boggs	\$920	\$320	\$520	\$205	\$375	\$536	\$456	\$385	\$525	\$455
91	Pepper Hamilton	\$750	\$335	\$425	\$200						
92	Perkins Cole	\$805	\$205	\$500	\$145						

	A	C	D	E	F	G	H	I	J	K	L
	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
93											
94	Phelps Dunbar	\$450	\$170	\$205	\$130	\$174	\$243	\$184	\$175		
95	Phillips Lytle	\$435	\$245	\$300	\$140	\$205	\$309	\$223	\$205	\$300	\$215
96	Polsinelli Shalton Welte Suelthaus	\$600	\$250	\$250	\$175						
97	Quarles & Brady	\$575	\$260	\$335	\$185	\$233	\$377	\$319	\$235	\$375	\$325
98	Reed Smith	\$825	\$350	\$510	\$200	\$374	\$558	\$395	\$350	\$525	\$385
99	Robinson & Cole	\$575	\$340	\$325	\$200	\$295	\$424	\$328	\$280	\$420	\$330
100	Roetzel & Andress	\$460	\$210	\$275	\$110	\$198	\$302	\$264	\$200	\$300	\$260
101	Rutan & Tucker	\$600	\$335	\$350	\$210						
102	Saul Ewing	\$750	\$315	\$485	\$180	\$273	\$426	\$357	\$255	\$415	\$365
103	Schnader Harrison Segal & Lewis	\$750	\$240	\$385	\$175						
104	Schulte Roth & Zabel	\$850	\$650	\$585	\$235	\$435	\$724		\$440	\$745	
105	Sheppard, Mullin, Richter & Hampton	\$795	\$425	\$550	\$260						
106	Shughart Thomson & Kilroy	\$475	\$235	\$225	\$160						
107	Shumaker, Loop & Kendrick	\$465	\$200	\$360	\$180	\$221	\$311	\$289	\$220	\$305	\$300
108	Sills Cummis Epstein & Gross	\$650	\$350	\$375	\$195						
109	Smith, Gambrell & Russell	\$575	\$250	\$345	\$175						
110	Snell & Wilmer	\$675	\$275	\$390	\$170	\$248	\$390				
111	Steptoe & Johnson PLLC	\$325	\$200	\$250	\$170						
112	Stinson Morrison Hecker	\$600	\$230	\$250	\$175	\$207	\$333	\$295	\$225	\$365	\$285
113	Stoel Rives	\$500	\$275	\$350	\$160	\$231	\$379	\$324	\$230	\$375	\$330
114	Strasburger & Price	\$560	\$225	\$395	\$200	\$234	\$367	\$326	\$223	\$363	\$322
115	Sullivan & Worcester	\$700	\$415	\$420	\$245	\$309	\$550	\$438	\$290	\$540	\$440
116	Sutherland Asbill & Brennan	\$715	\$375	\$415	\$215	\$292	\$511	\$335	\$280	\$500	\$305
117	Thacher Proffitt & Wood	\$785	\$525	\$495	\$275	\$353	\$674	\$428	\$365	\$700	\$395
118	Thompson & Knight	\$730	\$370	\$370	\$205	\$295	\$496	\$415	\$310	\$485	\$400
119	Thompson Coburn	\$580	\$265	\$370	\$170						
120	Ulmer & Berne	\$470	\$240	\$290	\$165	\$212	\$343	\$280			
121	Vedder, Price, Kaufman & Kammholz	\$650	\$335	\$410	\$205	\$281	\$430	\$372	\$370	\$425	\$365
122	Wiggin and Dana	\$590	\$295	\$350	\$195						
123	Williams Mullen	\$600	\$300	\$425	\$205						
124	Wilmer Cutler Pickering Hale and Dorr	\$1,000	\$475	\$495	\$215						
125	Winstead Sechrest & Minick	\$620	\$345	\$360	\$180						
126	Winston & Strawn	\$845	\$400	\$590	\$200	\$365	\$608	\$455	\$395	\$640	\$523
127	Womble Carlyle Sandridge & Rice	\$575	\$290	\$370	\$195	\$268	\$426	\$355	\$265	\$425	\$360

EXHIBIT "3"

THE WALL STREET JOURNAL.

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<http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708>

BUSINESS | LAW

Legal Fees Cross New Mark: \$1,500 an Hour

Billing rates for partners at elite corporate law firms keep rising, despite low inflation, weak demand



Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at the mounting hourly fees of law partners at elite corporate law firms. Above, the U.S. Bankruptcy Court in New York. PHOTO: BRENDAN MCDERMID/REUTERS

By **SARA RANDAZZO** and **JACQUELINE PALANK**

Updated Feb. 9, 2016 10:11 a.m. ET

The day of the \$1,500-an-hour lawyer has arrived.

Partners at some of the nation's top law firms are approaching—and, in a few cases, surpassing—that watershed billing rate, making the \$1,000-an-hour legal fees that once seemed so steep look quaint by comparison.

Despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn, according to Citi Private Bank's Law Firm Group.

“We just raise them every year,” said John Altorelli, a finance lawyer at DLA Piper LLP in New York, who says the firm has set his rate at more than \$1,500 an hour. Mr. Altorelli, who filed for personal bankruptcy in 2014 to halt a legal battle with the estate of his former law firm, Dewey & LeBoeuf LLP, cracked the \$1,000-an-hour mark a decade ago. His fees have risen steadily ever since.

To soften the blow to clients, Mr. Altorelli does more than half his work on some kind of fixed-fee basis. “Using hourly rates is really anachronistic, but we still do it,” he said.

Raising rates ensures that law firms keep up with the competition and helps them wrest more money from clients, who routinely demand discounts for all but the most sensitive work.

“If you think of the rules of supply and demand, how in the world can they keep raising their rates?” said Jeff Carr, a former general counsel of oil-and-gas services and equipment company FMC Technologies who for years has been an outspoken opponent of hourly legal rates.

The rate creep has boosted law firms’ revenue at a time when many of them are under pressure from lower-cost legal-service providers and corporate clients that are keeping more legal work in-house. Revenue at law firms rose 4% last year, according to Wells Fargo Private Bank’s Legal Specialty Group, though demand rose just 0.5%.

“Lots of law firms will charge whatever the market can bear,” said the head of one of the nation’s 200 largest law firms.

Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

A review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between \$1,200 and \$1,300 an hour, with top rates at several large law firms exceeding \$1,400.

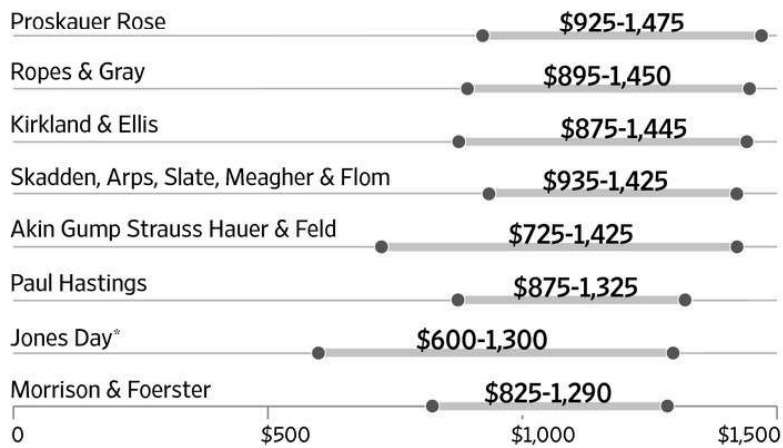
Proskauer Rose LLP’s hourly partner billing rate has climbed as high as \$1,475, while Ropes & Gray LLP’s tops out at \$1,450, court papers show.

Kirkland & Ellis LLP’s top hourly billing rate is now \$1,445. And rates at two firms—Akin Gump Strauss Hauer & Feld LLP and Skadden, Arps, Slate, Meagher & Flom LLP—peak at \$1,425 an hour.

Representatives of the law firms declined to comment.

Top Billers

Hourly rates of partners at top U.S. law firms now approach \$1,500.



*Includes partners and of counsel

Source: Bankruptcy court filings

THE WALL STREET JOURNAL.

Martin Bienenstock, who leads Proskauer's restructuring practice, called the \$1,225 an hour he billed clients last year "a market rate similar to my peers at other firms," and said he charges the same rate for nonbankruptcy work.

"The clients have kept coming back and growing during my 38-year career," he

said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

In disclosing their firmwide rate increases, many firms tell the courts it is a standard way of keeping pace with "economic and other conditions." These include rising fixed costs, such as real estate and salaries.

In theory, a law-firm partner's pay rises and falls with the success of the firm. But, as competition for top talent increases, many firms feel the need to guarantee salaries or ensure a partner's pay doesn't fall, even in down years.

Still, only elite lawyers can charge \$1,400 an hour or more. Such rates are found almost exclusively in New York and other major markets, and only in the least price-sensitive fields like mergers and acquisitions, restructuring, tax, antitrust and high-stakes litigation and appeals.

For lawyers at the very top of those fields, hourly rates can hit \$1,800 or even \$1,950.

"You have a very few people at the very top where price is almost no object," said legal consultant Bruce MacEwen, who likens it to the way celebrities, sports stars and best-selling authors are paid. "It is a talent market."

Most lawyers in the U.S. fall well below those high marks. In a survey of in-house legal departments by BTI Consulting Group, the average highest rate paid for

law-firm partners was \$875 an hour in 2015, up more than 27% from three years earlier. Of the respondents, 38% had paid more than \$1,000 an hour for a lawyer, and the highest rate those in the survey paid was \$1,600 an hour.

For many firms, the stated rate is simply a starting point in discussions with corporate law departments. As a result, said legal consultant Ward Bower of Altman Weil, “sophisticated” law firms tend to implement annual rate increases to offset clients’ requests for discounts.

Such discounts are becoming more commonplace. A decade ago, law firms could typically get clients to pay around 92% of their stated rates, according to Thomson Reuters Peer Monitor. Last year, that fell to less than 83%.

Smaller companies can get squeezed the most on fees, because they don’t send enough work to any one law firm to get the best deals.

Companies with \$4 billion or more in annual revenue were twice as likely as those with less than \$100 million in revenue to use some form of alternative fee, according to a survey from industry trade group the Association of Corporate Counsel.

Some industry watchers view the raise-and-discount approach with skepticism.

“If clients are pushing back on rates, the answer isn’t to raise them” and then ask for a discount, Mr. MacEwen said. “The answer is to provide better total value.”

Write to Sara Randazzo at sara.randazzo@wsj.com and Jacqueline Palank at jacqueline.palank@wsj.com

EXHIBIT "4"

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT "5"

#17200 #203 #226a #alamedacounty #blending #ED #overtime #representativeaction  **Edit Tags**

Language Hona	Hona Enabled	Project Type	Statute of Limitations	5 Year Trial Rule	Trial Date	Project ID
English	Yes	Employment				10817811

Historic Cost

Filing Fee				\$61.95
Created: 5/27/2025 at 3:27 PM				
Trialworks TaskCode filing fee	Payee One Legal	Notes Joint report courtesy copy fees Joint report courtesy copy fees	Docs  OLINV#07152182 GAI 5.27.25.pdf ▾	
Date Incurred 5/27/2025	Description OLINV#07152182 GAI 5.27.25			

Filing Fee				\$27.77
Created: 5/27/2025 at 3:05 PM				
Trialworks TaskCode filing fee	Payee One Legal	Notes Joint report filing fees Joint report filing fees	Docs  OLINV#07147579 GAI 5.23.25.pdf ▾	
Date Incurred 5/23/2025	Description OLINV#07147579 GAI 5.23.25			

Filing Fee				\$61.95
Created: 5/22/2025 at 10:53 AM				
Trialworks TaskCode filing fee	Payee One Legal	Notes Ntc courtesy copy fees Ntc courtesy copy fees	Docs  OLINV#07137485 GAI 5.21.25.pdf ▾	
Date Incurred 5/21/2025	Description OLINV#07137485 GAI 5.21.25			

Filing Fee				\$26.74
Created: 5/22/2025 at 10:50 AM				
Trialworks TaskCode filing fee	Payee One Legal	Notes Ntc filing fees Ntc filing fees	Docs  OLINV#07135747 GAI 5.21.25.pdf ▾	
Date Incurred 5/21/2025	Description OLINV#07135747 GAI 5.21.25			

Filing Fee				\$61.95
Created: 4/30/2025 at 12:44 PM				
Trialworks TaskCode filing fee	Payee One Legal	Notes Stip and Order courtesy copy fees Stip and Order courtesy copy fees	Docs  OLINV#07058034 GAI 4.29.25.pdf ▾	
Date Incurred 4/29/2025	Description OLINV#07058034 GAI 4.29.25			

Filing Fee				\$49.46
Created: 4/30/2025 at 12:19 PM				
Trialworks TaskCode filing fee	Payee One Legal	Notes Stip filing fees Stip filing fees	Docs  OLINV#07057315 GAI 4.29.25.pdf ▾	
Date Incurred 4/29/2025	Description OLINV#07057315 GAI 4.29.25			

Filing Fee				\$61.95
Created: 2/20/2025 at 8:10 AM				
Trialworks TaskCode filing fee	Payee One Legal	Notes Joint Status Conference report courtesy copy fee Joint Status Conference report courtesy copy fee	Docs  OLINV#06819243 GAI 2.19.25.pdf ▾	
Date Incurred 2/19/2025	Description OLINV#06819243 GAI 2.19.25			

Filing Fee				\$27.77
Created: 2/14/2025 at 6:29 PM				
Trialworks TaskCode filing fee	Payee One Legal	Notes Joint Report filing Joint Report filing	Docs  OLINV#06810922 GAI 2.14.25.pdf ▾	
Date Incurred 2/14/2025	Description OLINV#06810922 GAI 2.14.25			

Filing Fee				\$61.95
Created: 1/16/2025 at 10:47 AM				
Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06690690 Gitibin 1.7.25.pdf ▾		
Date Incurred 1/7/2025	Description OLINV#06690690 Gitibin 1.7.25			

Filing Fee				\$27.77
Created: 1/16/2025 at 7:34 AM				
Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06689286 Gitibin 1.7.25.pdf ▾		
Date Incurred 1/7/2025	Description OLINV#06689286 Gitibin 1.7.25			

Filing Fee

\$61.95

Created: 1/16/2025 at 6:50 AM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06686964 Gitbin 1.6.25.pdf ▾
Date Incurred 1/6/2025	Description OLINV#06686964 Gitbin 1.6.25	

Filing Fee

\$20.60

Created: 1/16/2025 at 6:24 AM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06685044 Gitbin 1.6.25.pdf ▾
Date Incurred 1/6/2025	Description OLINV#06685044 Gitbin 1.6.25	

Filing Fee

\$87.76

Created: 1/9/2025 at 12:07 PM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06656181 Gitbin 12.20.24.pdf ▾
Date Incurred 12/20/2024	Description OLINV#06656181 Gitbin 12.20.24	

Postage Cost

\$5.80

Created: 1/8/2025 at 4:43 PM

Trialworks TaskCode Postage Cost	Payee VineSign	Notes Joint Stipulation of Class Action and PAGA Settlement and Release to client for review/signature via VineSign Joint Stipulation of Class Action and PAGA Settlement and Release to client for review/signature via VineSign
Date Incurred 12/16/2024		

Filing Fee

\$25.71

Created: 12/12/2024 at 2:28 PM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06581788 Gitbin 11.22.24.pdf ▾
Date Incurred 11/22/2024	Description OLINV#06581788 Gitbin 11.22.24	

Filing Fee

\$77.44

Created: 12/12/2024 at 11:53 AM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06572955 Gitbin 11.20.24.pdf ▾
Date Incurred 11/20/2024	Description OLINV#06572955 Gitbin 11.20.24	

Postage Cost

\$5.80

Created: 12/3/2024 at 3:05 PM

Trialworks TaskCode Postage Cost	Payee VineSign	Notes Joint Stipulation of Class Action and PAGA Settlement and Release to client for review/signature via VineSign Joint Stipulation of Class Action and PAGA Settlement and Release to client for review/signature via VineSign
Date Incurred 11/11/2024		

Filing Fee

\$88.69

Created: 10/3/2024 at 9:27 AM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06419682 Gitbin 10.1.24.pdf ▾
Date Incurred 10/1/2024	Description OLINV#06419682 Gitbin 10.1.24	

Filing Fee

\$77.44

Created: 9/26/2024 at 8:21 AM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06401880 Gitbin 9.24.24.pdf ▾
Date Incurred 9/24/2024	Description OLINV#06401880 Gitbin 9.24.24	

Filing Fee

\$25.63

Created: 9/19/2024 at 7:34 AM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06368716 Gitbin 9.13.24.pdf ▾
Date Incurred 9/13/2024	Description OLINV#06368716 Gitbin 9.13.24	

Filing Fee

\$61.77

Created: 9/12/2024 at 11:31 AM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06363203 Gitbin 9.11.24.pdf ▾
Date Incurred 9/11/2024	Description OLINV#06363203 Gitbin 9.11.24	

Court Cost

\$39.50

Created: 9/11/2024 at 11:21 AM

Trialworks TaskCode costs	Payee Alameda doc retrieval fee	Docs  Transaction Receipt from ECOURT PAID RECORDS WEB for \$39.50 (U... ▾
Date Incurred 9/11/2024	Description Transaction Receipt from ECOURT PAID RECORDS WEB for \$39.50 (USD) Gitbin	

Filing Fee

\$46.22

Created: 9/11/2024 at 4:27 PM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06354070 Gitbin 9.9.24.pdf ▾
Date Incurred 9/9/2024	Description OLINV#06354070 Gitbin 9.9.24	

Filing Fee

\$61.77

Created: 9/11/2024 at 1:07 PM

Trialworks TaskCode costs	Payee One Legal	Docs  OLINV#06346347 Gitbin 9.5.24.pdf ▾
Date Incurred 9/5/2024	Description OLINV#06346347 Gitbin 9.5.24	

Postage Cost

\$5.80

Created: 6/5/2024 at 2:08 PM

Trialworks TaskCode Postage Cost	Payee DocuSign	Notes Joint Stipulation of Class Action and PAGA Settlement and Tax Form to client for review/signature via DocuSign Joint Stipulation of Class Action and PAGA Settlement and Tax Form to client for review/signature via DocuSign
Date Incurred 6/4/2024		

Filing Fee

\$22.55

Created: 4/24/2024 at 3:55 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05923508 Gitbin 4.17.24.pdf ▾
Date Incurred 4/17/2024	Description OLINV#05923508 Gitbin 4.17.24	

Court Cost

\$1.00

Created: 6/27/2024 at 12:44 PM

Trialworks TaskCode costs	Date Incurred 4/12/2024	Payee One Legal	Description eServe Charge 22666229-R1 22CV020833 Bill Code: Gitbin 4 recipients 04/12/2024
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Filing Fee

\$51.48

Created: 4/18/2024 at 3:13 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05911634 Gitbin 4.12.24.pdf ▾
Date Incurred 4/12/2024	Description OLINV#05911634 Gitbin 4.12.24	

Filing Fee

\$51.48

Created: 4/18/2024 at 2:27 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05911466 Gitbin 4.12.24.pdf ▾
Date Incurred 4/12/2024	Description OLINV#05911466 Gitbin 4.12.24	

Court Cost

\$1.00

Created: 6/27/2024 at 12:32 PM

Trialworks TaskCode costs	Date Incurred 4/11/2024	Payee One Legal	Description eServe Charge 22659542-R1 22CV020833 Bill Code: Gitbin 3 recipients 04/11/2024
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Filing Fee

\$15.39

Created: 4/18/2024 at 1:54 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05908919 Gitbin 4.11.24.pdf ▾
Date Incurred 4/11/2024	Description OLINV#05908919 Gitbin 4.11.24	

Filing Fee

\$15.39

Created: 4/18/2024 at 1:02 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05906555 Gitbin 4.11.24.pdf ▾
Date Incurred 4/11/2024	Description OLINV#05906555 Gitbin 4.11.24	

Court Cost

\$1.00

Created: 6/27/2024 at 10:06 AM

Trialworks TaskCode costs	Date Incurred 4/3/2024	Payee One Legal	Description eServe Charge 22592741-R1 22CV020833 Bill Code: Gitbin 3 recipients 04/03/2024
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Filing Fee

Created: 4/10/2024 at 12:20 PM

Trialworks TaskCode

filing fee

Date Incurred

4/3/2024

Payee

One Legal

Description

OLINV#05880820 Gitbin 4.3.24

Docs

OLINV#05880820 Gitbin 4.3.24.pdf

\$51.48

Research Cost			\$7,065.00
Created: 3/14/2024 at 2:23 PM			
Trialworks TaskCode filing fee	Payee Berger Consulting	Docs  Berger INV#11133 re Gitibin paid 3-14-24.pdf ▼	
Date Incurred 3/14/2024	Description Berger INV#11133 re Gitibin paid 3-14-24		

Postage Cost			\$5.80
<i>Created: 3/13/2024 at 5:52 PM</i>			
Trialworks TaskCode Postage Cost	Date Incurred 3/13/2024	Payee DocuSign	Notes MOU to client for review/signature MOU to client for review/signature

Mediation Cost			-\$8,250.00
<i>Created: 2/20/2024 at 3:17 PM</i>			
Trialworks TaskCode costs	Date Incurred 2/16/2024	Payee McKelvey Resolution	Description McKelvey Resolution refund re mediation

Mediation Cost			\$6,450.00
Created: 2/13/2024 at 2:02 PM			
Trialworks TaskCode costs	Payee Signature Resolution	Docs  Signature Resolution INV#57683 re Gitbin - paid 2.13.24.pdf ▾	
Date Incurred 2/13/2024	Description Signature Resolution INV#57683 re Gitbin - paid 2.13.24		

Postage Cost			\$5.80
<i>Created: 2/5/2024 at 9:34 AM</i>			
Trialworks TaskCode Postage Cost	Date Incurred 2/1/2024	Payee DocuSign	Notes updated ntc of mediation updated ntc of mediation

Mediation Cost Created: 1/4/2024 at 8:51 AM			\$8,250.00
Trialworks TaskCode costs	Payee McKelvey Resolution	Docs  McKelvey Resolution INV#5147 re Gitbin Mediation paid 1.3.24.pdf ▼	
Date Incurred 1/3/2024	Description McKelvey Resolution INV#5147 re Gitbin Mediation paid 1.3.24		

Filing Fee			\$24.61
Created: 2/8/2024 at 1:50 PM			
Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05602311 Gitbin 12.26.23.pdf ▾	
Date Incurred 12/26/2023	Description OLINV#05602311 Gitbin 12.26.23		

Filing Fee Created: 2/8/2024 at 1:37 PM			\$51.48
Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#05598373 Gitbin 12.22.23.pdf	
Date Incurred 12/22/2023	Description OLINV#05598373 Gitbin 12.22.23.pdf		

Postage Cost			\$5.80
<i>Created: 1/2/2024 at 10:16 AM</i>			
Trialworks TaskCode Postage Cost	Date Incurred 12/21/2023	Payee DocuSign	Notes notice of mediation to client notice of mediation to client

Court Cost			\$6.50
Created: 12/11/2023 at 10:55 AM			
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Date Incurred 12/11/2023	Description Transaction Receipt from ECOURT PAID RECORDS WEB for \$6.50 (USD) Gitbin		

Filing Fee			\$45.20
<i>Created: 2/1/2024 at 1:38 PM</i>			

Trialworks TaskCode filing fee Date Incurred 12/2/2023	Payee One Legal Description OLINV#05541014 Gitbin 12.2.23	Docs  OLINV#05541014 Gitbin 12.2.23.pdf ▼
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Filing Fee Created: 1/4/2024 at 2:28 PM			\$51.48
Trialworks TaskCode filing fee Date Incurred 11/30/2023	Payee One Legal Description OLINV#05534031 Gitbin 11.30.23	Docs  OLINV#05534031 Gitbin 11.30.23.pdf ▼	

Court Cost Created: 11/16/2023 at 5:01 PM			\$6.00
Trialworks TaskCode costs Date Incurred 11/16/2023	Payee Court fee for purchase of docs online Description Transaction Receipt from ECOURT PAID RECORDS WEB for \$6.00 Gitbin	Docs  Transaction Receipt from ECOURT PAID RECORDS WEB for \$6.00 Git... ▼	

Research Cost Created: 1/30/2024 at 1:42 PM			\$538.39
Trialworks TaskCode costs	Date Incurred 11/1/2023	Payee Thomson Reuters	Description billing period of 11/1/23-11/30/23

Filing Fee Created: 10/12/2023 at 1:54 PM			\$51.48
Trialworks TaskCode filing fee Date Incurred 10/2/2023	Payee One Legal Description OLINV#05371383 Gitbin 10.2.23	Docs  OLINV#05371383 Gitbin 10.2.23.pdf ▼	

Filing Fee Created: 10/12/2023 at 12:45 PM			\$24.61
Trialworks TaskCode filing fee Date Incurred 9/28/2023	Payee One Legal Description OLINV#05359304 Gitbin 9.28.23	Docs  OLINV#05359304 Gitbin 9.28.23.pdf ▼	

Filing Fee Created: 9/22/2023 at 2:37 PM			\$51.48
Trialworks TaskCode filing fee Date Incurred 9/19/2023	Payee One Legal Description OLINV#05335225 Gitbin 9.19.23	Docs  OLINV#05335225 Gitbin 9.19.23.pdf ▼	

Filing Fee Created: 9/21/2023 at 4:26 PM			\$24.61
Trialworks TaskCode filing fee Date Incurred 9/15/2023	Payee One Legal Description OLINV#05325648 Gitbin 9.15.23	Docs  OLINV#05325648 Gitbin 9.15.23.pdf ▼	

Filing Fee Created: 9/7/2023 at 12:30 PM			\$24.61
Trialworks TaskCode filing fee Date Incurred 9/5/2023	Payee One Legal Description OLINV#05290332 Gitbin 9.5.23	Docs  OLINV#05290332 Gitbin 9.5.23.pdf ▼	

Filing Fee Created: 5/11/2023 at 1:25 PM			\$24.61
Trialworks TaskCode filing fee Date Incurred 5/4/2023	Payee One Legal Description OLINV#04965051 Gitbin 5.4.23	Docs  OLINV#04965051 Gitbin 5.4.23.pdf ▼	

Filing Fee Created: 5/11/2023 at 1:14 PM			\$42.21
Trialworks TaskCode filing fee Date Incurred 5/3/2023	Payee One Legal Description OLINV#04963051 Gitbin 5.3.23	Docs  OLINV#04963051 Gitbin 5.3.23.pdf ▼	

Research Cost Created: 4/3/2023 at 4:26 PM			\$643.55
Trialworks TaskCode costs	Date Incurred 4/3/2023	Payee Thomson Reuters	Description billing period 1/1/23-1/31/23

Court Reporter Cost

\$1,095.50

Created: 8/14/2023 at 12:15 PM

Trialworks TaskCode costs	Payee Steno - Delay pay plan -	Notes Steno - Delay pay plan - Steno - Delay pay plan -
Date Incurred 3/15/2023	Description Steno ID Invoice 555402 - Delay pay - NOT paid	

Filing Fee

\$23.58

Created: 3/15/2023 at 9:41 AM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04816431 Gitibin 3.9.23.pdf ▾
Date Incurred 3/9/2023	Description OLINV#04816431 Gitibin 3.9.23	

Filing Fee

\$42.47

Created: 3/2/2023 at 10:17 AM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04777042 Gitibin 2.23.23.pdf ▾
Date Incurred 2/23/2023	Description OLINV#04777042 Gitibin 2.23.23	

Filing Fee

\$23.58

Created: 3/1/2023 at 1:20 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04769732 Gitibin 2.22.23.pdf ▾
Date Incurred 2/22/2023	Description OLINV#04769732 Gitibin 2.22.23	

Filing Fee

\$47.87

Created: 2/15/2023 at 10:04 AM

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Date Incurred 1/20/2023	Description OLINV#04688482 Gitibin 1.20.23	

Filing Fee

\$23.58

Created: 2/15/2023 at 9:50 AM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04684216 Gitibin 1.19.23.pdf ▾
Date Incurred 1/19/2023	Description OLINV#04684216 Gitibin 1.19.23	

Process Server Fee

\$163.32

Created: 11/17/2022 at 9:36 AM

Trialworks TaskCode cost	Payee OnCall	Docs  OCINV#295890 Gitibin paid 11.17.22.pdf ▾
Date Incurred 11/17/2022	Description OCINV#295890 Gitibin paid 11.17.22	

Filing Fee

\$21.05

Created: 11/21/2022 at 9:46 AM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04527705 Gitibin 11.14.22.pdf ▾
Date Incurred 11/14/2022	Description OLINV#04527705 Gitibin 11.14.22	

Filing Fee

\$21.05

Created: 11/21/2022 at 9:44 AM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04526788 Gitibin 11.14.22.pdf ▾
Date Incurred 11/14/2022	Description OLINV#04526788 Gitibin 11.14.22	

Filing Fee

\$42.47

Created: 11/18/2022 at 1:40 PM

Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04520691 Gitibin 11.9.22.pdf ▾
Date Incurred 11/9/2022	Description OLINV#04520691 Gitibin 11.9.22	

Postage Cost

\$0.57

Created: 11/9/2022 at 11:39 AM

Trialworks TaskCode costs	Date Incurred 11/9/2022	Payee Pitney Bowes	Description postage
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Photocopying Cost

\$0.50

Created: 11/9/2022 at 11:38 AM

Gitibin & Associates, Inc. dba Go Rentals adv. Qixian, Jeffrey Huang Filevine			
Trialworks TaskCode costs	Date Incurred 11/9/2022	Payee K&K	Description copies
Filing Fee			\$42.72
Created: 11/9/2022 at 11:01 AM			
Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04516870 Gitibin 11.8.22.pdf	
Date Incurred 11/8/2022	Description OLINV#04516870 Gitibin 11.8.22		
Photocopying Cost			\$0.60
Created: 11/8/2022 at 11:00 AM			
Trialworks TaskCode costs	Date Incurred 11/8/2022	Payee K&K	Description copies
Postage Cost			\$0.81
Created: 11/8/2022 at 10:59 AM			
Trialworks TaskCode postage	Date Incurred 11/8/2022	Payee Pitney Bowes	Description postage
Filing Fee			\$1,497.36
Created: 11/8/2022 at 1:36 PM			
Trialworks TaskCode filing fee	Payee One Legal	Docs  OLINV#04499845 Gitibin 11.2.22.pdf	
Date Incurred 11/2/2022	Description OLINV#04499845 Gitibin 11.2.22		
Photocopying Cost			\$1.60
Created: 8/24/2022 at 11:03 AM			
Trialworks TaskCode costs	Date Incurred 8/24/2022	Payee K&K	Description copies
Postage Cost			\$31.28
Created: 8/24/2022 at 11:02 AM			
Trialworks TaskCode costs	Date Incurred 8/24/2022	Payee Pitney Bowes	Notes 4 certified letters 4 certified letters
Filing Fee			\$75.00
Created: 8/24/2022 at 10:23 AM			
Trialworks TaskCode filing fee	Payee LWDA	Description State of California - Department of Industrial Relations Customer Receipt _ Purchase Confirmation	Docs  State of California - Department of Industrial Relations Customer Recei...
Date Incurred 8/24/2022			
Filing Fee			\$28.81
Created: 1/9/2025 at 10:58 AM			

(Proof of Submission to the LWDA)

EXHIBIT "6"

(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 August 22, 2025, I served all interested parties in this action the following documents described as: **DECLARATION OF ERIC B. KINGSLEY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT and MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS** 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
Attorneys for Defendant

D.LAW, INC.
EMIL DAVTYAN, Esq.
emil@d.law
400 N. Brand Blvd., 7th Floor
Glendale, CA 91203
Attorneys for Plaintiff

[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/432>) 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 August 22, 2025, at Encino, California.



Leslie Sanchez



Court Reservation Receipt

Reservation

Reservation ID:
831514238131

Status:
RESERVED

Reservation Type:
Motion re: (Motion for Final Approval of Class Action
Settlement)

Number of Motions:
1

Case Number:
22CV020833

Case Title:
QIXIAN vs GITIBIN & ASSOCIATES, INC., DBA GO
RENTALS

Filing Party:
Jeffrey Huang Qixian (Plaintiff)

Location:
Rene C. Davidson Courthouse - Department 21

Date/Time:
September 16th 2025, 2:30PM

Confirmation Code:
CR-VRCI5HFADSKTSWODY

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	.00	1	.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment

Amount:
\$1.00

Type:
MasterCard

Account Number:
XXXX4583

Authorization:
11923Z

Payment Date:
2025-08-21

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