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

MARCOS PEREZ and BRIAN S.
 GONZALEZ, individually, and on behalf of
 all others similarly situated,

Plaintiffs,

v.

PACIFIC AG RENTALS, LLC, a limited
 liability company; STAR SANITATION,
 LLC, a limited liability company; and DOES
 1 through 10, inclusive,

Defendants.

Case No.: 25CV002953

CLASS AND REPRESENTATIVE ACTION

**JOINT STIPULATION OF CLASS AND
 REPRESENTATIVE ACTION
 SETTLEMENT AGREEMENT**

Complaint filed: June 10, 2025
 Trial date: Not set

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Marcos Perez and Brian S. Gonzalez ("Plaintiffs") and Defendants Pacific AG Rentals, LLC and Star Sanitation, LLC ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or each individually as "Party."

1. DEFINITIONS.

- 1.1. "Action" means *Marcos Perez, et al., v. Pacific AG Rentals, LLC, et al.*, Superior Court of the State of California, County of Monterey, Case No. 25CV002953.
- 1.2. "Administrator" means APEX Class Action LLC ("APEX") the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator's bid submitted to the Court in connection with seeking the Preliminary Approval Order.
- 1.4. "Aggrieved Employees" or "PAGA Group" means all current and former hourly-paid, non-exempt employees of Defendants who worked for Defendants in California at any time during the PAGA Period.
- 1.5. "Combined Settlement Class" means all members of the Star Sanitation Settlement Class and the PAR Settlement Class, collectively.
- 1.6. "Class" means, for purposes of Settlement, the Combined Settlement Class consisting of (a) all current and former hourly-paid, non-exempt employees who worked for Star Sanitation, LLC, in California at any time during the Star Class Period (the "Star Sanitation Settlement Class"); and (b) all current and former hourly-paid, non-exempt employees of Defendant Pacific AG Rentals, LLC, who worked for Pacific AG Rentals, in California at any time during the PAR Class Period (the "PAR Settlement Class").
- 1.7. "Class Counsel" means Kane Moon, Allen Feghali, Enzo Nabiev, and Jason Kwak of Moon Law Group, PC.

- 1.8. "Class Counsel Fees Payment" means the amount allocated to Class Counsel for payment of reasonable attorneys' fees incurred to prosecute the Action, not to exceed one-third of the Gross Settlement Amount.
- 1.9. "Class Counsel Litigation Costs Payment" means the amount allocated to Class Counsel for reimbursement of actual reasonable expenses incurred to prosecute the Action.
- 1.10. "Class Data" means Class Member identifying information in Defendants' possession, including each individual's full name, last-known mailing and/or e-mail address, Social Security Number, number of Workweeks, and number of PAGA Pay Periods.
- 1.11. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.12. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.13. "Class Notice" means the Court-approved Notice of Class and PAGA Action Settlement and Hearing Date for Final Court Approval, to be mailed by the Administrator to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement, along with a Spanish translation thereof.
- 1.14. "Star Class Period" means, for purposes of Settlement, the period from June 10, 2021, through August 15, 2026.
- 1.15. "PAR Class Period" means, for purposes of Settlement, the period from January 5, 2025, through August 15, 2026.
- 1.16. "Combined Class Period" means the Star Class Period and the PAR Class Period, collectively.
- 1.17. "Class Representatives" means the named Plaintiffs in the Action who are seeking the Court's appointment as the Class Representatives.

1.18. "Class Representative Enhancement Award" means the payment to each of the Plaintiffs in exchange for a general release, and in recognition of having initiated the Action, provided services in support thereof, and incurred risks inherent in the role of named Plaintiffs.

1.19. "Court" means the Superior Court of California, County of Monterey.

1.20. "Defense Counsel" means Ana C. Toledo and Charles W. Mullaney of Noland, Hamerly, Etienne & Hoss.

1.21. "Defendants" means Pacific AG Rentals, LLC and Star Sanitation, LLC, the named Defendants in the Action.

1.22. "Effective Date" means the first business date after both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters the Final Approval Order and Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from Judgment (i.e., 61 calendar days following entry of Judgment); or (iii) if a timely appeal from Judgment is filed, the day after the appellate court affirms Judgment and issues a remittitur.

1.23. "Final Approval Order" means the Court's order granting final approval of the Settlement.

1.24. "Final Approval Hearing" means the Court's hearing on the motion for final approval of the Settlement.

1.25. "Gross Settlement Amount" means \$500,000.00, the total non-reversionary amount Defendants agree to pay to resolve the Class and PAGA claims in the Action. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, the Class Representative Enhancement Awards, and the Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendants agree to pay their employer-share of payroll taxes owed on the

Wage Portion of Individual Class Payments.

- 1.26. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount as calculated by the Administrator according to the number of Workweeks worked by Participating Class Members during the Combined Class Period.
- 1.27. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 35% of the PAGA Penalties as calculated by the Administrator according to the number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.
- 1.28. "Judgment" means the Judgment entered by the Court upon the Final Approval Order.
- 1.29. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment.
- 1.30. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties.
- 1.31. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Enhancement Awards, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members through Individual Class Payments.
- 1.32. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.33. "Operative Complaint" means Plaintiffs' Second Amended Class Action and Representative Action Complaint, filed on May 8, 2026.
- 1.34. "PAGA" means the California Private Attorneys General Act, Cal. Lab. Code §§ 2698, *et seq.*
- 1.35. "PAGA Notices" means (1) Plaintiff Perez's letter dated June 7, 2025, providing notice to the LWDA of alleged Labor Code violations, and served on Defendants via certified mail, and (2) Plaintiff Gonzalez's letter dated April 16, 2026, providing notice to the LWDA of alleged Labor Code violations, and served on Defendants via certified mail,

pursuant to California Labor Code section 2699.3(a).

1.36. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants in California at least one day during the PAGA Period.

1.37. "PAGA Penalties" means \$25,000.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as sixty-five percent (65%) (\$16,250.00) to the LWDA through the LWDA PAGA Payment and thirty-five percent (35%) (\$8,750.00) to Aggrieved Employees through Individual PAGA Payments.

1.38. "PAGA Period" means, for purposes of Settlement, the period from June 10, 2024, through August 15, 2026.

1.39. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.40. "Plaintiffs" means Marcos Perez and Brian S. Gonzalez, the named Plaintiffs in the Action.

1.41. "Preliminary Approval Order" means the Court's order granting preliminary approval of the Settlement.

1.42. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.43. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.44. "Released Parties" means Defendants Pacific AG Rentals, LLC and Star Sanitation, LLC, together with each of their respective former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.45. "Request for Exclusion" means a Class Member's submission to the Administrator of a

signed, written request to be excluded from the Class portion of the Settlement. Class Members and Aggrieved Employees cannot request exclusion from the PAGA portion of the Settlement.

1.46. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may email or postmark any (a) Requests for Exclusion, (b) written Objections, or (c) disputes regarding the calculation of Workweeks and/or PAGA Pay Periods. Class Members to whom their initial Class Notice is resent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

1.47. "Settlement" means the disposition of the Action effected by this Agreement and entry of the Final Approval Order and Judgment.

1.48. "Workweek" means any workweek during which a Class Member worked for Defendants in California at least one day during the Combined Class Period.

2. **RECITALS.**

2.1. On June 10, 2025, Plaintiff Marcos Perez initiated this lawsuit against Defendant Pacific AG Rentals, LLC, entitled *Marcos Perez v. Pacific AG Rentals, LLC*, Monterey County Superior Court Case No. 25CV002953 (the "Action"), alleging wage-and-hour violations.

2.2. On August 22, 2025, Plaintiff Perez filed a First Amended Class Action and Representative Action Complaint ("FAC") adding a cause of action for civil penalties under PAGA (Cal. Lab. Code § 2699, *et seq.*).

2.3. Pursuant to California Labor Code section 2699.3(a), on June 7, 2025, Plaintiff Perez gave written notice by online filing to the LWDA, and on June 10, 2025, gave notice by certified mail to Defendants of the allegations in the Action. The administrative exhaustion period under PAGA expired without any notice from the LWDA of intent to investigate the allegations. Plaintiff Perez's PAGA case number is LWDA-CM-1103735-

25.

2.4. On April 16, 2026, Plaintiff Brian S. Gonzalez gave written notice by online filing to the LWDA and by certified mail to Defendants of additional alleged Labor Code violations, pursuant to California Labor Code section 2699.3(a).

2.5. On May 15, 2026, Star Sanitation, LLC was added as a named defendant via Amendment to Complaint by Substitution of Fictitious Name.

2.6. By stipulation of the Parties and order of the Court, on May 8, 2026, Plaintiffs filed the Second Amended Class Action and Representative Action Complaint ("Operative Complaint"), adding Brian S. Gonzalez as a named Plaintiff and adding additional allegations. The Operative Complaint alleges the following causes of action against Defendants: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and (9) Civil Penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*].

2.7. On May 28, 2026, the Parties participated in a mediation presided over by experienced wage-and-hour mediator Lonnie D. Giamela, Esq. The Parties subsequently reached an agreement for a global resolution of the Action, as memorialized in this Agreement.

2.8. Before mediation, the Parties engaged in informal discovery. Defendants produced time and payroll data that Plaintiffs' expert analyzed, along with employee handbooks and meal and timekeeping policies in effect during the Combined Class Period. This investigation was sufficient to satisfy the criteria for court approval. Based on their own independent investigation and evaluation, Plaintiffs and Class Counsel are of the opinion

that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best interests of the Class and the LWDA, considering all known facts and circumstances, including the risk of significant delay, the risk that Class claims may not be certified by the Court based on the defenses asserted by Defendants, and numerous potential appellate issues.

2.9. To date, the Court has not granted class certification.

2.10. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. Defendants further deny that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. Defendants contend, among other things, that Plaintiffs and the Class have been provided legally compliant meal and rest periods and any premiums owed for non-compliant meal and rest periods, have been paid proper minimum and overtime wages, have been timely paid throughout employment as well as final wages upon separation of employment, have been reimbursed for necessary and reasonable business expenses, and have been provided with accurate itemized wage statements. Defendants contend that they have complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, and all other applicable laws.

2.11. The Parties- represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Subject to entry of the Court's Final Approval Order, Defendants agree to pay \$500,000.00, subject to any increase under the escalator clause in Paragraph 8 below, as the Gross Settlement Amount, and to separately pay their employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or

1 requiring any Class Member to submit a claim as a condition of payment. None of the
2 Gross Settlement Amount shall revert to Defendants.

3 3.2. Payments from the Gross Settlement Amount. The Administrator shall make and deduct
4 the following payments from the Gross Settlement Amount, in amounts as approved by
5 the Court and specified in the Final Approval Order:

6 3.2.1. To Plaintiffs: A Class Representative Enhancement Award to each Plaintiff as a
7 Class Representative of not more than \$7,500.00 each (\$15,000.00 total), in
8 addition to the Individual Class and PAGA Payments that Plaintiffs are eligible
9 to receive. As part of the motion for Class Counsel Attorneys' Fees and Litigation
10 Costs Payments, Plaintiffs will seek Court approval for the Class Representative
11 Enhancement Awards no later than sixteen (16) court days prior to the Final
12 Approval Hearing. If the Court approves a Class Representative Enhancement
13 Award less than the amount requested, the Administrator shall allocate the
14 remainder to the Net Settlement Amount. The Administrator shall pay the Class
15 Representative Enhancement Awards using IRS Form 1099. Plaintiffs assume
16 full responsibility and liability for any taxes owed on their Class Representative
17 Enhancement Awards.

18 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of
19 the Gross Settlement Amount, currently estimated to be \$166,666.67, and a Class
20 Counsel Litigation Costs Payment in the amount of actual reasonable litigation
21 costs, but not to exceed \$25,000.00. Plaintiffs and/or Class Counsel will file a
22 motion for Class Counsel Attorneys' Fees and Litigation Costs Payments no later
23 than sixteen (16) court days prior to the Final Approval Hearing. If the Court
24 approves payments less than the amounts requested, the Administrator shall
25 allocate the remainder to the Net Settlement Amount. Released Parties shall have
26 no liability to Class Counsel or any other Plaintiffs' counsel arising from any
27 claim to any portion of any Class Counsel Attorneys' Fee Payment and/or Class
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Counsel Litigation Costs Payment. The Administrator shall pay the Class Counsel Fees Payment and Class Counsel Litigation Costs Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for any taxes owed on the Class Counsel Attorneys' Fees and Litigation Costs Payments, and hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment in an amount not to exceed \$7,990.00 and as approved by the Court. To the extent actual expenses are less and/or the Court approves payment less than the requested amount, the Administrator shall allocate the remainder to the Net Settlement Amount.

3.2.4. To Each Participating Class Member: Each Individual Class Payment shall be calculated by the Administrator by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Combined Class Period and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

3.2.4.a. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and shall be reported on IRS W-2 Forms by the Administrator. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.b. Effect of Non-Participating Class Members on Calculation of Individual

Class Payments. Non-Participating Class Members shall not receive any Individual Class Payment. The Administrator shall retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of \$25,000.00 to be paid from the Gross Settlement Amount, distributed as sixty-five percent (65%) (\$16,250.00) to the LWDA through a LWDA PAGA Payment and thirty-five percent (35%) (\$8,750.00) to Aggrieved Employees through Individual PAGA Payments.

3.2.5.a. The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties (\$8,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee. Individual PAGA Payments shall be treated as one hundred percent (100%) penalties for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual PAGA Payments are not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator.

3.2.5.b. If the Court approves an amount for PAGA Penalties less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendants' records, Defendants estimate that as of the date of mediation (May 28, 2026), there are approximately 18,210 Workweeks at issue during the Combined Class Period,

and that there are approximately 271 putative class members and 218 Aggrieved Employees.

4.2. Class Data. Not later than fourteen (14) calendar days after entry of the Court's Preliminary Approval Order, Defendants shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to effect and perform under this Agreement. If Defendants discover that Class Data is incorrect, Defendants will provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Settlement Funding. Within fourteen (14) business days of the Final Approval Order, Defendants shall fund the Gross Settlement Amount and their employer-share of payroll taxes by transmitting the funds into a Qualified Settlement Fund ("QSF") established and maintained by the Administrator.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fully fund the amounts owed under the Settlement, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Class Representative Enhancement Awards. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Class Representative Enhancement Awards shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator shall issue checks for the Individual Class Payments and/or

1 Individual PAGA Payments and send them via First Class United States Postal
2 Service ("USPS") Mail with postage prepaid. The face of each check shall
3 prominently state the date (not less than 180 days after the date of mailing) when
4 the check will be voided (the "Void Date"). The Administrator shall send checks
5 for Individual Class Payments to all Participating Class Members and checks for
6 Individual PAGA Payments to all Aggrieved Employees (including Non-
7 Participating Class Members who qualify as Aggrieved Employees), including to
8 those for whom their Class Notice was returned undelivered. The Administrator
9 may send Participating Class Members a single check combining their Individual
10 Class and PAGA Payments. Before mailing any checks, the Administrator must
11 update recipients' mailing addresses using the National Change of Address
12 Database.

13 4.4.2. The Administrator must conduct a Class Member Address Search for all Class
14 Members whose checks are returned undelivered without a forwarding address.
15 Within seven (7) calendar days of receiving a returned check, the Administrator
16 must re-mail checks to the forwarding address provided or, if none was provided,
17 to an updated address ascertained through the Class Member Address Search.
18 The Administrator need not take further steps to deliver checks to Class Members
19 whose re-mailed checks are returned as undelivered a second time. The
20 Administrator shall promptly send a replacement check to any Class Member
21 whose original check was lost or misplaced, or as requested by the Class Member
22 prior to the Void Date.

23 4.4.3. For any Class Member whose Individual Class Payment and/or Individual PAGA
24 Payment is uncashed after the Void Date, the Administrator shall cancel those
25 checks and transmit the funds represented by such checks in accordance with the
26 requirements of California Code of Civil Procedure section 384(b). Specifically,
27 the uncashed funds shall be transmitted to Rancho Ciello as the *Cy Pres* recipient,
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as approved by the Court. A Participating Class Member and/or Aggrieved Employee's failure to negotiate or receive their check shall nevertheless remain bound by the Settlement and the releases contained herein. Accordingly, the Parties' respective counsel attest that there will be no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

5.1. Plaintiffs' General Release. Plaintiffs will release any and all claims that Plaintiffs have or may have against the Released Parties related to or arising from Plaintiffs' employment with Defendants ("Plaintiffs' General Release"), and will waive any and all rights they have or may have under California Civil Code section 1542. Plaintiffs acknowledge that Plaintiffs may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiffs' discovery of them. Notwithstanding the foregoing, Plaintiffs' General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising after the date Plaintiffs sign this Agreement.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542,

which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2. Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged in the Operative Complaint or that reasonably could have been alleged based solely on the facts asserted therein, including but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify necessary business expenses; (8) unfair business practices; (9) statutory penalties of any nature; (10) interest; (11) attorneys' fees and costs; and (12) any other claims arising out of or related to the Operative Complaint during the Combined Class Period ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Combined Class Period.

5.3. Released PAGA Claims. Plaintiffs and the LWDA 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 all claims for PAGA civil penalties which were alleged, or reasonably could have been alleged, in Plaintiffs' respective PAGA Notices to the LWDA and in the Operative Complaint,

including California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 ("Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

5.4. Date Releases Become Effective. The released claims described in Paragraphs 5.1 through 5.3 above shall become effective upon entry of the Court's Final Approval Order and Defendants' full funding of the Gross Settlement Amount and their employer-share of payroll taxes.

6. MOTION FOR PRELIMINARY APPROVAL.

6.1. Plaintiffs' Responsibilities. Plaintiffs shall prepare and file all documents necessary for obtaining a Preliminary Approval Order, including: (i) a notice and memorandum in support of the motion for preliminary approval that includes an analysis of the Settlement and a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2); (ii) a proposed order granting preliminary settlement approval and approving the proposed Class Notice; (iii) a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, Defendants, or Defense Counsel; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve as the Class Representatives, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) signed declarations from Class Counsel attesting to competency to represent Class Members; transmission to the LWDA of all necessary PAGA documents (Plaintiffs' respective PAGA Notices [Lab. Code § 2699.3(a)], the Operative Complaint [Lab. Code § 2699(s)(1)], and this Agreement [Lab. Code §

2699(s)(2)]]; and (vi) all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator.

6.2. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt hearing date for the motion for preliminary approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the motion for preliminary approval. Class Counsel is responsible for delivering the Preliminary Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Court does not grant preliminary approval outright, or conditions a preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting, in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.4. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement or Settlement, directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity. In response to any inquiries, Plaintiffs and Class Counsel will state that "the case was resolved," or similar words to that effect, and Plaintiffs and Class Counsel will not communicate with or to anyone regarding the Settlement, nor report the Settlement or its content in any medium or in any publication, will not post or report anything regarding the claims of Plaintiffs or Class Members online or through social media, and will not contact any reporters or media regarding the Settlement. Notwithstanding the foregoing, nothing in this Paragraph is intended to prohibit: (i) Plaintiffs from disclosing the Settlement with their immediate family members, attorneys, tax advisors, or taxing authorities; (ii) Class Counsel from disclosing the Settlement to tax advisors or taxing authorities; (iii) Class Counsel from

meeting any ethical and fiduciary duties owed to Plaintiffs or other Class Members; (iv) Class Counsel from communicating with Plaintiffs or providing Plaintiffs with legal representation; or (v) Class Counsel from making a limited disclosure to the Court and the LWDA for purposes of obtaining settlement approval or enforcing the Settlement.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties shall jointly select APEX to serve as the Administrator and have verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator, other than a professional relationship arising out of prior experiences administering settlements.

7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1, 26. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations section 1.468B-1, 26 C.F.R. sections 1.468B-1, *et seq.*, and shall be administered by the Administrator as such. The Parties and Administrator shall treat the QSF as coming into existence as a "Qualified Settlement Fund" on the earliest date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

7.3. Notice to Class Members.

7.3.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods contained in the Class Data.

7.3.2. Using its best efforts to perform as soon as possible, and in no event later than

1 fourteen (14) calendar days after receiving the Class Data, the Administrator shall
2 send to all Class Members identified in the Class Data, via first-class USPS mail,
3 the following, with an accurate Spanish translation thereof, the Class Notice, in
4 the form, without material variation, attached hereto as **Exhibit A**. The Class
5 Notice shall prominently estimate the dollar amounts of any Individual Class
6 Payment and/or Individual PAGA Payment payable to the Class Member, and
7 the number of any Workweeks and PAGA Pay Periods used to calculate these
8 amounts. Before mailing the Class Notice, the Administrator shall update Class
9 Member addresses using the National Change of Address database.

10 7.3.3. Not later than three (3) business days after the Administrator's receipt of any Class
11 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
12 Class Notice using any forwarding address provided by the USPS. If the USPS
13 does not provide a forwarding address, the Administrator shall conduct a Class
14 Member Address Search and shall re-mail the Class Notice to the most current
15 address obtained. The Administrator has no obligation to make further attempts
16 to locate or send Class Notices to Class Members whose Class Notice is returned
17 as undelivered by the USPS a second time.

18 7.3.4. For all Class Members whose initial Class Notice is re-mailed, the deadline for
19 submitting Objection Forms, Workweek and/or PAGA Pay Periods challenges,
20 and Request for Exclusion Forms shall be extended an additional fourteen (14)
21 calendar days beyond the forty-five (45) calendar days otherwise provided in the
22 Class Notice. The Administrator shall inform the Class Member of the extended
23 Response Deadline with the re-mailed Class Notice.

24 7.3.5. If the Administrator, Defendants, Defense Counsel, or Class Counsel is contacted
25 by or otherwise discovers any persons who believe they should have been
26 included in the Class Data and should have received a Class Notice, the Parties
27 will expeditiously meet and confer in an effort to agree on whether to include
28

1 them as Class Members. If the Parties agree, such persons will be Class Members
2 entitled to the same rights as other Class Members, and the Administrator will
3 send, via e-mail or overnight delivery, a Class Notice requiring them to exercise
4 options under this Agreement not later than fourteen (14) calendar days after
5 receipt of Class Notice, or the Response Deadline, whichever date is later.

6 7.4. Requests for Exclusion (Opt-Outs).

7 7.4.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
8 may opt-out by sending the Administrator a Request for Exclusion, which
9 reasonably communicates the Class Member's desire to opt-out of the Settlement
10 and includes the Class Member's full name, current mailing address, last four
11 digits of their Social Security Number (for verification of identity purposes and
12 for the Administrator to contact the individual, if necessary, to clarify his or her
13 Request for Exclusion), and identifies the Action as *Marcos Perez and Brian S.*
14 *Gonzalez v. Pacific AG Rentals, LLC, et al.* (Monterey County Superior Court
15 Case No. 25CV002953). The Request for Exclusion must be signed and dated by
16 the Class Member or his/her legal representative. To be timely, a Request for
17 Exclusion must be emailed or mailed, and transmitted or postmarked by the
18 Response Deadline.

19 7.4.2. The Administrator may not reject a Request for Exclusion as invalid because it
20 fails to contain all the information specified in the Class Notice. The
21 Administrator shall accept any Request for Exclusion as valid if the
22 Administrator can reasonably ascertain the identity of the person as a Class
23 Member and the Class Member's desire to be excluded. The Administrator's
24 determination shall be final and not appealable or otherwise susceptible to
25 challenge. If the Administrator has reason to question the authenticity of a
26 Request for Exclusion, the Administrator may demand additional proof of the
27 Class Member's identity. The Administrator's determination of authenticity shall
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be final and not appealable or otherwise susceptible to challenge.

7.4.3. Every Class Member who does not submit a timely and valid Request for Exclusion shall be deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims under Paragraph 5.2 above, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.4.4. Every Class Member who submits a valid and timely Request for Exclusion shall be deemed a Non-Participating Class Member and not entitled to an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.4.5. Because future PAGA claims are subject to claim preclusion upon entry of the Final Approval Order and Judgment, Non-Participating Class Members who are Aggrieved Employees are subject to and bound by the Released PAGA Claims identified in Paragraph 5.3 above and shall receive an Individual PAGA Payment.

7.5. Defendants' Right to Withdraw. If the number of valid Requests for Exclusion equals or exceeds ten percent (10%) of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. If Defendants exercise this provision, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel of their election to withdraw not later than thirty (30) calendar days after the expiration of the opt-out period.

7.6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have the opportunity to challenge the number of Workweeks and PAGA Pay Periods allocated to that Class Member as reported in the Class Notice. The Class

Member may challenge the allocation by communicating with the Administrator. Any challenges must be emailed or mailed, and transmitted or postmarked by the Response Deadline. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods reported in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel as well as the Administrator's determination regarding the challenges.

7.7. Objections to Settlement.

7.7.1. Participating Class Members may object to the class action components of the Settlement, including, without limitation, contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or Class Representative Enhancement Awards.

7.7.2. Participating Class Members may object by sending the Administrator a written Objection, which reasonably communicates the Class Member's basis for objecting and includes the Class Member's full name, current mailing address, last four digits of their Social Security Number (for verification of identity purposes and for the Administrator to contact the individual, if necessary, to clarify his or her Objection), and identifies the Action as *Marcos Perez and Brian S. Gonzalez v. Pacific AG Rentals, LLC, et al.* (Monterey County Superior Court Case No. 25CV002953). The written Objection must also be signed and dated by the Class Member or his/her legal representative. To be valid, the written Objection must be timely emailed or mailed, and transmitted or postmarked by the Response Deadline.

1 7.7.3. In the alternative and/or in addition to submitting a written objection,
2 Participating Class Members may appear, either personally or hire an attorney to
3 appear on his or her behalf, in Court to present verbal objections at the Final
4 Approval Hearing. It is not required that an objecting party, either personally or
5 through counsel, appear at the Final Approval Hearing for any written Objection
6 by that party to be considered. Additionally, it is not required that an objecting
7 party, either personally or through counsel, file or serve, or to state in a written
8 Objection, a notice of intention to appear at the Final Approval Hearing.

9 7.7.4. If the Final Approval Hearing is continued to another date or time, the
10 Administrator will give notice to any Participating Class Member who submitted
11 an Objection.

12 7.7.5. Non-Participating Class Members have no right to object to any of the class action
13 components of the Settlement.

14 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
15 performed or observed by the Administrator contained in this Agreement or otherwise.

16 7.8.1. Website, Toll-Free Number and Email. The Administrator will establish,
17 maintain, and monitor a toll-free telephone number and email address to receive
18 Class Member inquiries and use an internet website to post information of interest
19 to Class Members, including the date, time, and location for the Final Approval
20 Hearing and how to obtain copies of the Settlement, motion for preliminary
21 approval, the Preliminary Approval Order, the Class Notice, motion for final
22 approval, and the Final Approval Order and Judgment.

23 7.8.2. Requests for Exclusion (Opt-outs), Exclusion List, and Objections. The
24 Administrator shall promptly review, on a rolling basis, Requests for Exclusion
25 and written Objections to ascertain their validity and timeliness. No later than five
26 (5) business days after the Response Deadline, the Administrator shall email a list
27 to Defense Counsel containing (a) the names of Class Members who have
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submitted valid and timely Requests for Exclusion (the "Exclusion List") or written Objections; (b) the names of Class Members who have submitted invalid and/or untimely Requests for Exclusion or written Objections; and (c) copies of all Requests for Exclusion or written Objections submitted (whether valid or invalid, timely or untimely) with Class Members' address, social security number, and any contact information redacted.

7.8.3. Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed, re-mailed, or returned undelivered; Requests for Exclusion (whether valid or invalid, timely or untimely) received; written Objections received (whether valid or invalid, timely or untimely); challenges to Workweeks and/or PAGA Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Reports"). The Weekly Reports must include the Administrator's assessment of Requests for Exclusion, written Objections, and challenges to Workweek and/or PAGA Pay Periods.

7.8.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, regarding any Class Member challenges to the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. No later than fourteen (14) calendar days before the date by which Plaintiffs are required to file the motion for final approval of the Settlement, the Administrator shall provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court, attesting to its due diligence and compliance with all of its obligations under this Agreement, including, without limitation, its mailing of the Class Notice, the Class Notices

returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the Response Deadline and any extended deadline for re-mailed Class Notices, the total number of Requests for Exclusion Forms received (both valid or invalid, timely or untimely), and the number of Objection Forms (both valid or invalid, timely or untimely). The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within ten (10) business days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) calendar days before any deadline set by the Court, the Administrator shall prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

The Gross Settlement Amount was negotiated based on Defendants' estimate that as of the date of mediation (May 28, 2026), there are approximately 18,210 Workweeks during the Combined Class Period. If the actual total number of Workweeks across the Combined Class Period is more than ten percent (10%) greater than this figure (i.e., if the actual number of Workweeks is more than 20,031), then Defendants shall have the election, at their sole option, to either (a) make a proportional increase to the Gross Settlement Amount by the percentage increase for each additional Workweek above 20,031, or (b) end the Combined Class Period early as of the date upon which the actual total number of Workweeks equals 20,031. Defendants agree to inform Plaintiffs' Counsel of their election prior to the Preliminary Approval Hearing.

1 **9. MOTION FOR FINAL APPROVAL.**

2 9.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared
3 Final Approval Hearing, Plaintiffs will file in Court a notice and motion for final approval
4 of the Settlement that includes a request for approval of the PAGA portion of the
5 Settlement under California Labor Code section 2699(s)(2) and a proposed order granting
6 final approval and judgment. Class Counsel and Defense Counsel will expeditiously meet
7 and confer, in person or by telephone, and in good faith, to resolve any disagreements
8 concerning the motion for final approval. Class Counsel is responsible for timely
9 delivering the Final Approval Order and Judgment to the Administrator and LWDA.

10 9.2. Response to Objections. Each Party retains the right to respond to any Objection raised
11 by a Participating Class Member, including the right to file responsive documents in
12 Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise
13 ordered or accepted by the Court.

14 9.3. Duty to Cooperate. If the Court does not grant settlement approval outright, or if the Court
15 conditions approval on any material change to the Settlement, the Parties agree to
16 expeditiously work together, and in good faith, to modify the terms of the Settlement
17 and/or otherwise address the Court's concerns. The Court's decision to award less than
18 the amounts requested for the Class Representative Enhancement Awards, Class Counsel
19 Fees Payment, Class Counsel Litigation Costs Payment, and/or Administration Expenses
20 Payment shall not constitute a material modification to the Agreement within the meaning
21 of this Paragraph.

22 9.4. Enforceability and Continuing Jurisdiction of the Court. The Parties agree that this
23 Agreement will be final, binding, and enforceable pursuant to California Code of Civil
24 Procedure section 664.6. The Parties further agree that the Monterey County Superior
25 Court will have continuing jurisdiction over the Parties, the Action, this Agreement, and
26 the Settlement, including following any entry of Judgment for purposes of enforcement,
27 interpretation, settlement administration, and any post-Judgment issues that arise. The
28

1 prevailing party in any litigation for enforcement of settlement shall be entitled to
2 reasonable attorneys' fees and litigation costs as determined by the Court.

3 9.5. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is
4 consistent with the terms and conditions of this Agreement, the Parties, their respective
5 counsel, and all Participating Class Members waive all rights to appeal from the Final
6 Approval Order and Judgment, including all rights to post-Judgment and appellate
7 proceedings, the right to file motions to vacate judgment, motions for new trial,
8 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
9 right to oppose such motions, writs, or appeals. If an objector appeals the Final Approval
10 Order and Judgment, the Parties' obligations to perform under this Agreement will be
11 suspended until such time as the appeal is finally resolved and Judgment becomes final,
12 except as to matters that do not affect the Net Settlement Amount.

13 9.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
14 reviewing Court vacates, reverses, or modifies Judgment in a manner that requires a
15 material modification of this Agreement (including, but not limited to, the scope of
16 release to be granted by Class Members), this Agreement shall be null and void. The
17 Parties shall nevertheless expeditiously work together, and in good faith, to address the
18 appellate court's concerns and to obtain final approval of the Settlement and entry of
19 Judgment, sharing, on a 50/50 basis, any additional administration expenses reasonably
20 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's
21 award of the Class Representative Enhancement Awards or any payments to Class
22 Counsel shall not constitute a material modification of Judgment within the meaning of
23 this Paragraph, so long as the Gross Settlement Amount is not reduced.

24 9.7. Amended Judgment. If any amended judgment is required under California Code of Civil
25 Procedure section 384, the Parties will work together, and in good faith, to jointly prepare
26 and submit a proposed amended judgment.

1 **10. ADDITIONAL PROVISIONS.**

2 10.1. No Admission of Liability, Class Certification, or Representative Manageability for
3 Other Purposes. This Settlement represents a compromise and settlement of highly
4 disputed claims. Nothing in this Agreement is intended or should be construed as an
5 admission by Defendants that any of the allegations in the Action, Operative Complaint,
6 and PAGA Notices have merit or that Defendants have any liability for any claims
7 asserted; nor should it be intended or construed as an admission by Plaintiffs that
8 Defendants' affirmative defenses in the Action have any merit. The Parties agree that
9 class certification and representative treatment is for purposes of this Settlement only. If,
10 for any reason, the Court does not grant preliminary and/or final approval of the
11 Settlement, or enter Judgment, Defendants reserve the right to contest certification of any
12 class for any reasons and reserve all available defenses to the claims in the Action, and
13 Plaintiffs reserve the right to move for class certification on any grounds available and to
14 contest Defendants' affirmative defenses. The Settlement, this Agreement, and the
15 Parties' willingness to settle the Action will have no bearing on, and will not be admissible
16 in connection with, any litigation (except for proceedings to enforce or effectuate the
17 Settlement and this Agreement).

18 10.2. No Solicitation. The Parties separately agree that they and their respective counsel and
19 employees, if any, will not solicit any Class Member to opt out of or object to the
20 Settlement or appeal from the Final Approval Order and Judgment. Nothing in this
21 Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class
22 Members in accordance with any ethical and fiduciary obligations owed to Class
23 Members.

24 10.3. Integrated Agreement. Upon execution by all Parties and their respective counsel, this
25 Agreement, together with its attached exhibits, shall constitute the entire agreement
26 between the Parties relating to the alleged class and PAGA claims in the Action,
27 superseding any and all oral representations, warranties, covenants, or inducements made
28

to or by any Party.

10.4. Attorney Authorization. Plaintiffs and Defendants, respectively, authorize their respective counsel to take all appropriate action required or permitted to be taken by such Parties pursuant to the Settlement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of Settlement, including any amendments to this Agreement.

10.5. Cooperation. The Parties and through their respective counsel will cooperate with each other and use their best efforts, and in good faith, to implement the Settlement by, among other things, modifying this Agreement and/or submitting supplemental evidence and supplemental points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution. In the event the Parties seek the mediator's assistance, the Parties agree to split any applicable mediator costs equally, except that if the delay in finalizing the documents is caused by Defendants, then Defendants agree to be solely responsible for those mediator costs.

10.6. No Prior Assignments. The Parties separately represent and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.

10.7. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties

and their legal representatives, and as approved by the Court.

10.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.10. Applicable Law. The Parties agree that this Agreement will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

10.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement, and therefore, the Agreement will not be construed against any Party on the basis that the Party was a drafter and participated in the preparation of this Agreement.

10.12. Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.13. Use of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152 and all copies and summaries of the Class Data provided to Class Counsel by Defendants or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement may be used only with respect to the Action and the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

10.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.15. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or legal court holiday, such date or deadline shall be on the first business day thereafter.

10.16. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by USPS mail, or the day sent by e-mail or messenger, addressed as follows:

To Plaintiffs:

Kane Moon | E-mail: kmoon@moonlawgroup.com
 Allen Feghali | E-mail: afeghali@moonlawgroup.com
 Enzo Nabiev | E-mail: enabiev@moonlawgroup.com
 Jason Kwak | E-mail: jkwak@moonlawgroup.com
MOON LAW GROUP, PC
 725 S. Figueroa Street, 31st Floor
 Los Angeles, California 90017

To Defendants:

Ana C. Toledo | E-mail: atoledo@nheh.com
 Charles W. Mullaney | E-mail: cmullaney@nheh.com
NOLAND, HAMERLY, ETIENNE & HOSS
 333 Salinas Street
 Post Office Box 2510
 Salinas, California 93902-2510

10.17. Severability. The Parties agree if any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this Agreement. The legality of the Settlement and the remaining provisions will not be affected by a finding that any provision of this Agreement is illegal, invalid, or unenforceable.

10.18. Advice of Counsel. The Parties to this Agreement are represented by competent counsel and have had an opportunity to consult with said counsel. The Parties further agree that this Agreement reflects a good faith compromise of claims raised in the Action based

upon their independent assessment of the mutual risks regarding the strengths and weaknesses of the claims and the inherent costs and delay that would be involved in continued litigation.

10.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and electronic signatures (e.g., DocuSign, Adobe) for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

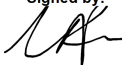
10.20. Stay of Litigation. The Parties agree to stay the Action as of the date of full execution of this Agreement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that the date to bring a case to trial under California Code of Civil Procedure section 583.310 will be extended for the duration of the settlement approval process.

AGREED AND UNDERSTOOD BY:

Plaintiffs and Class Representatives:

Dated: 8/13/2026

By:

Signed by:

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DocuSigned by:


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Dated: 8/13/2026

By:

Brian S. Gonzalez

Defendants:

Dated:

By:

Pacific AG Rentals, LLC

Name: Bartley Walker

Title: President

1 Dated: _____ By: _____
2 Star Sanitation, LLC

3 Name: Bartley Walker

4 Title: President

5
6 **APPROVED AS TO FORM ONLY BY:**

7 **Plaintiffs' Counsel:**

8
9 Dated: 8/14/2026 **MOON LAW GROUP, PC**

10 By: 
11 Kane Moon
12 Allen Feghali
13 Enzo Nabiev
14 Jason Kwak

15 *Attorneys for Plaintiffs Marcos Perez and Brian*
16 *S. Gonzalez*

17
18 **Defendants' Counsel:**

19 Dated: _____ **NOLAND, HAMERLY, ETIENNE & HOSS**

20
21 By: _____
22 Ana C. Toledo
23 *Attorneys for Defendants Pacific AG Rentals,*
24 *LLC and Star Sanitation, LLC*

upon their independent assessment of the mutual risks regarding the strengths and weaknesses of the claims and the inherent costs and delay that would be involved in continued litigation.

10.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and electronic signatures (e.g., DocuSign, Adobe) for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.20. Stay of Litigation. The Parties agree to stay the Action as of the date of full execution of this Agreement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that the date to bring a case to trial under California Code of Civil Procedure section 583.310 will be extended for the duration of the settlement approval process.

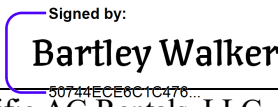
AGREED AND UNDERSTOOD BY:

Plaintiffs and Class Representatives:

Dated: _____ By: _____
Marcos Perez

Dated: _____ By: _____
Brian S. Gonzalez

Defendants:

Dated: 8/17/2026 By:  _____
Pacific AG Rentals, LLC

Name: Bartley Walker

Title: President

1 Dated: 8/17/2026

2 By:

Signed by:

Bartley Walker

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Star Sanitation, LLC

Name: Bartley Walker

Title: President

6 **APPROVED AS TO FORM ONLY BY:**

7 **Plaintiffs' Counsel:**

9 Dated: **MOON LAW GROUP, PC**

10 By:

Kane Moon

Allen Feghali

Enzo Nabiev

Jason Kwak

*Attorneys for Plaintiffs Marcos Perez and Brian
S. Gonzalez*

17 **Defendants' Counsel:**

19 Dated: 8/17/2026 **NOLAND, HAMERLY, ETIENNE & HOSS**

21 By:

Signed by:

Ana C. Toledo

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Ana C. Toledo

*Attorneys for Defendants Pacific AG Rentals,
LLC and Star Sanitation, LLC*

EXHIBIT A

NOTICE OF CLASS A
ND REPRESENTATIVE ACTION SETTLEMENT
PLEASE READ THIS NOTICE

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Marcos Perez and Brian S. Gonzalez v. Pacific AG Rentals, LLC, et al., Monterey County Superior Court, Case No. 25CV002953* ("Action"), Plaintiffs Marcos Perez and Brian S. Gonzalez ("Plaintiffs") allege Defendants Pacific AG Rentals, LLC and Star Sanitation, LLC ("Defendants") violated several provisions of the California Labor Code and California Business and Professions Code, and owe civil penalties to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). Defendants deny any liability or wrongdoing of any kind and contend, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiffs and Defendants have reached a Memorandum of Understanding for a Class and Representative Action Settlement ("Settlement"), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendants in no way admit any violation of law and expressly deny any liability to Plaintiffs or others.

You are subject to the terms of the Settlement because you have been identified by Defendants' records as a Class Member and/or Aggrieved Employee.

"Star Class" means all individuals who worked for Star Sanitation in California as hourly, nonexempt employees at any time between June 10, 2021 and August 15, 2026 (the "Star Class Period").

"PAR Class" means all individuals who worked for Defendant Pacific AG Rentals in California as hourly, nonexempt employees at any time between January 5, 2025 and August 15, 2026 (the "PAR Class Period"). Together, the Star Class and the PAR Class are referred to as the "Combined Settlement Class."

"Aggrieved Employees" means all individuals who worked for Defendants in California as hourly, nonexempt employees at any time between June 10, 2024 and August 15, 2026 (the "PAGA Period").

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendants' records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do

not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiffs allege Defendants: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendants; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owe civil penalties under PAGA.

Defendants deny these allegations and maintain they fully complied with all applicable laws, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owe no civil penalties under PAGA. Defendants deny any liability or wrongdoing of any kind and contend, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiffs. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendants reserve the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendants have agreed to pay a Gross Settlement Amount of \$500,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment for reimbursement of the Administrator's reasonable fees and expenses, in an amount to be agreed upon by the Parties and approved by the Court in the amount of \$7,990.00;
- Class Representative Service Payments not to exceed \$7,500.00 each to Plaintiffs Marcos Perez and Brian S. Gonzalez for their services in support of the Action and General Release;
- PAGA Penalties in the amount of \$25,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment for reimbursement of Class Counsel's actual reasonable litigation costs incurred to prosecute the Action in the amount of \$25,000.00; and
- A Class Counsel Fees Payment not to exceed one-third (1/3) of the Gross Settlement Amount (\$166,666.67) to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendants for at least one day during the applicable Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [REDACTED] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of Twenty-Five Thousand Dollars (\$25,000.00) of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, sixty-five percent (65%) (\$16,250.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA PAGA Payment"), and thirty-five percent (35%) (\$8,750.00) (the "Individual PAGA Payment") shall be paid on a pro rata basis to Aggrieved Employees, calculated as follows:
The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendants for at least one day during the PAGA Period ("PAGA Pay Periods");

1. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
2. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator ("Challenge"). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Marcos Perez and Brian S. Gonzalez v. Pacific AG Rentals, LLC, et al.*, Monterey County Superior Court, Case No. 25CV002953); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before **[Response Deadline]** and returned to the Administrator at the following address:

Administrator
[contact info]

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered interest and penalties. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as interest and penalties will be reported on an IRS Form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendants will pay all employer-side payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the Court approved Cy Pres Recipient, Rancho Ciello. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (i.e., Participating Class Members), including Plaintiffs, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means Defendants Pacific AG Rentals, LLC and Star Sanitation, LLC, and each of their former, present,

and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

Release by Participating Class Members: All Class Members who do not timely opt out of the Settlement will release the Released Parties from all causes of action and claims that were asserted in the Second Amended Class Action and Representative Action Complaint in the Action, or that could have arisen out of the allegations made in the Second Amended Class Action and Representative Action Complaint in the Action, including all of the following claims for relief: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; and (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the First Amended Class Action and Representative Action Complaint in the Action (collectively, the "Released Class Claims").

The definition of "Released Class Claims" for the Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, all claims while classified as exempt, or all claims based on facts occurring outside of the applicable Class Period.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, Aggrieved Employees will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

Plaintiffs, the LWDA, and all Aggrieved Employees will release the Released Parties from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were asserted in Plaintiffs' PAGA Notices or claims for civil penalties under PAGA that arise based on the allegations in the PAGA Notices, during the PAGA Period including claims for civil penalties based on the following: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; (viii) failure to maintain records in accordance with Labor Code section 1174; and/or (ix) claims, causes of action or legal theories of relief seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 based on the PAGA Period facts pleaded in the PAGA Notice (collectively, the "Released PAGA Claims").

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Marcos Perez and Brian S. Gonzalez v. Pacific AG Rentals, LLC, et al.*, Monterey County Superior Court, Case No. 25CV002953); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Marcos Perez and Brian S. Gonzalez v. Pacific AG Rentals, LLC, et al.*, Monterey County Superior Court, Case No. 25CV002953); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on **[DATE]** at **[TIME]** a.m. in the Superior Court of the State of California, County of Monterey, Department 15 located at 1200 Aguajito Road, Monterey, CA 93940. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: **[ADMINISTRATOR WEBSITE]**. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

<u>Attorneys for Plaintiffs and the Class:</u>	<u>Attorneys for Defendants:</u>
Kane Moon (SBN 249834) E-mail: kmoon@moonlawgroup.com Allen Feghali (SBN 301080) E-mail: afeghali@moonlawgroup.com Enzo Nabiev (SBN 332118) E-mail: enabiev@moonlawgroup.com Jason Kwak (SBN 360940) E-mail: jkwak@moonlawgroup.com MOON LAW GROUP, PC 725 S. Figueroa Street, 31st Floor Los Angeles, California 90017 Telephone: (213) 232-3128 Facsimile: (213) 232-3125	Ana C. Toledo (SBN 246636) E-mail: atoledo@nheh.com Charles W. Mullaney (SBN 352383) E-mail: cmullaney@nheh.com NOLAND, HAMERLY, ETIENNE & HOSS A Professional Corporation 333 Salinas Street, Post Office Box 2510 Salinas, California 93902-2510 Telephone: (831) 424-1414 Facsimile: (831) 424-1975

The Court has permitted, for purposes of settlement, the Attorneys for Plaintiffs and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right

to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at [www.\[ADMINISTRATOR WEBSITE\].com](http://www.[ADMINISTRATOR WEBSITE].com), or contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Marcos Perez and Brian S. Gonzalez v. Pacific AG Rentals, LLC, et al.*, Monterey County Superior Court, Case No. 25CV002953.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Signature

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following physical address of the Administrator on or before **[Response Deadline]**]:

Administrator
[contact info]