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Attorneys for Plaintiff KYLE SCONCE,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

KYLE SCONCE, individually and on behalf of all others similarly situated,

Plaintiff,

v.

THE HERTZ CORPORATION, a Delaware Corporation and DOES 1-50, inclusive,

Defendant.

CASE NO.: STK-CV-UOE-2023-0003738

DECLARATION OF JAMES HAWKINS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff KYLE SCONCE (hereinafter referred to as "Plaintiff" or "Class Representative"), who commenced this class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the executed Settlement Agreement which the Parties ask the Court to approve. Attached thereto the Settlement Agreement as **Exhibit A** is a true and correct copy of the proposed Notice of Class Action Settlement ("Class Notice"). Amendment No. 1 to the settlement Agreement is attached hereto as **Exhibit 2**.

3. On April 13, 2023, Plaintiff filed a class action complaint, *KYLE SCONCE v. THE HERTZ CORPORATION,* et al., in the Superior Court for the State of California, County of San Joaquin, Case No. STK-CV-UOE-2023-0003738 ("Class Action"). Plaintiff's class action complaint alleges causes of action for (1) failure to pay wages, including overtime, in violation of Labor Code §§ 510 and 1194; (2) failure to provide meal periods in violation of Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (3) failure to provide rest periods in violation of Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (4) failure to pay reporting time pay; (5) failure to timely pay wages upon separation of employment in violation of Labor Code § 203; (6) failure to timely pay wages during employment in violation of Labor Code § 204; (7) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (8) failure to indemnify necessary business expenses in violation of Labor Code § 2802; (9) unauthorized deduction of wages in violation of Labor Code §§ 221-224; (10) violation of Labor

Code § 2751 (commission contracts); and (11) violation of Business and Professions Code § 17200, et seq.

4. Following submission of a PAGA notice to the LWDA on or about April 12, 2023, Plaintiff filed a complaint for civil penalties under the California Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq., entitled *KYLE SCONCE v. THE HERTZ CORPORATION., et al.*, in the Superior Court for the State of California, County of San Joaquin, Case No. STK-CV-UOE-6305 ("PAGA Action"). Plaintiff's complaint in the PAGA Action seeks civil penalties based on alleged violations of the California Labor Code.

5. On August 13, 2026, the Parties participated in mediation with Daniel Turner, Esq., Prior to mediation, the Parties engaged in formal and informal discovery, including exchange of relevant documents and information, including copies of applicable wage and hour policies, Class and PAGA-related statistics, and time and pay records for a sample set of Class Members. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*"). In short, Defendants provided discovery sufficient to enable the Plaintiff and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case. As a result of settlement efforts, the Parties agreed to settle this matter for the Gross Settlement Amount of $630,000.00 for approximately 473 class members who worked approximately 27,966 workweeks through mediation, and the terms of which are fully memorialized in the Settlement Agreement. At all times, the Parties' negotiations were adversarial and non-collusive.

6. "Class" or "Class Members" means all persons who have been employed by Defendant as a non-exempt or hourly Car Sales employee in the State of California at any time during the Class Period in the following positions (each, a "Covered Position"): Assistant Manager Car Sales Location; Car Sales & Finance Manager; Car Sales Inventory Specialist; Car Sales Consultant; Car Sales Photographer; Car Sales Representative; Clerk, Car Sales; Inventory Manager; Lot Attendant, Car Sales; and Manager, Finance & Insurance -- California/Non-Exempt. Defendant represents that there are approximately 473 Class Members who worked approximately

27,966 workweeks in a Covered Position as of the date of the mediation of the Actions. (Settlement Agreement ¶6).

7. Plaintiff's Counsel conducted a thorough investigation into the factual and legal issues implicated by Plaintiff's claims and was able to objectively assess the settlement's reasonableness. For example, prior to filing the action, Plaintiff contacted Plaintiff's Counsel to discuss the factual bases for pursuing their actions against Defendants for Labor Code violations. Plaintiff was intimately familiar with Defendants' labor policies and practices, and over the course of multiple interviews, knowledgeably summarized those policies and practices to Plaintiff's Counsel. During those conversations, Plaintiff's Counsel explained how the policies and practices were instituted and provided valuable insight into how they gave rise to the alleged Labor Code violations. Further, formal business records for Plaintiff were requested and received and reviewed. Based on these interviews with Plaintiff, and review of records, Plaintiff's Counsel determined that there were legally sufficient grounds for pursuing the Actions against Defendants and in preparation for drafting the complaints, Plaintiff's Counsel conducted their own independent preliminary investigations into the factual bases for Plaintiff's claims, which entailed, *inter alia*, a careful examination of Plaintiff's personnel files and associated records.

8. In summary, Plaintiff's Counsel performed a thorough investigation into the claims at issue, which included: (1) determining Plaintiff's suitability as a class representative and representaigve PAGA claims, through interviews, background investigations, and analyses of their employment files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing employees' time and wage records; (5) reviewing Defendants' employment policies and practices; (6) researching settlements in similar cases and the prior settlement in this case; (7) evaluating Plaintiff's claims and estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

9. By engaging in such a thorough investigation and evaluation of Plaintiff's claims, Plaintiff's Counsel can opine that the Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class

Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, and various defenses asserted by Defendants.

10. Since the filing of the complaint, the Parties have exchanged extensive formal and informal discovery and engaged in numerous discussions regarding the factual and legal issues surrounding this case. Throughout the litigation, Defendants produced thousands of lines of data in both electronic and pdf formats, including policies, handbooks, relevant policies, and payroll and time records for the class members. Defendants also provided Plaintiff's personnel file, and information regarding the number of employees holding these positions during the relevant time period. Defendants also provided substantial information concerning the total number of potential class members, the payroll data at issue, and the applicable hourly rates, workweeks and pay periods, and other summary data related to the alleged class. The Parties have conducted themselves in informed, good faith arms-length negotiations after conducting informal discovery and exchanging extensive evidence and information about the claims and defenses of this lawsuit, and engaging in pre-mediation discussions, telephone conferences, and correspondence all aimed at settling their dispute.

11. As a result of the mediation, the Parties agreed to settle this matter for a Gross Settlement Amount ("GSA") of $630,000.00. Plaintiff's counsel balanced the terms of the proposed Settlement against the risk of litigation and probable outcome at the class certification stage, and if any Class were certified, at trial. Based on their own respective independent investigations and evaluations, and after taking into account the sharply disputed factual and legal issues involved in this matter, the risks attending further prosecution of the case, and the monetary benefits received under the Settlement despite the questionable nature of the claims, Plaintiff's counsel is of the opinion that Settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests of Plaintiff and the Class. Counsel for the Parties investigated the applicable law as applied to the facts discovered regarding the claims of Plaintiff, Defendants' defenses thereto and the damages claimed by Plaintiff on behalf of the Settlement Class.

12. I believe that the consideration and terms set forth in the Settlement Agreement are

fair, reasonable, and adequate and are in the best interests of the Settlement Classes in light of all known facts and circumstances, including the various defenses asserted by Defendants, and numerous potential appellate issues. In addition, the prospect of a potential adverse summary judgment ruling, as well as the uncertainty of class certification, the difficulties of complex litigation, the lengthy process of establishing specific damages and various possible delays and appeals, were also carefully considered in agreeing to the proposed Settlement.

13. The GSA includes, without limitation, (1) proposed attorneys' fees in the amount of $220,500 ("Attorneys' Fees and Costs") and reimbursement of reasonable litigation costs and expenses in the amount of up to $70,000.00 (currently at approximately $63,287.91) to Class Counsel; (2) Class Representative's incentive award to Plaintiff in the amount of up to $15,000.00 ("Enhancement Award"); (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an amount not to exceed $12,000.00 ("Settlement Administration Costs"); (4) $31,500.00 ("PAGA Payment") with twenty-five percent (25%) share of the PAGA Penalties to be a part of the Net Settlement Sum that will be distributed to Class Members in the PAGA Group in the amount of $7,875.00; (5) the seventy-five percent (75%) share of PAGA Penalties in the amount of $23,625.00 to the California Labor and Workforce Development Agency ("LWDA"); and the remainder to of the Net Settlement Amount to the Settlement Class Members. **The Entire Total Settlement Amount will be paid to all Class Members who do not opt out of the Settlement Class, and without the need to submit claims for payment.** After deductions, the Net Settlement Amount ("NSA") is estimated to be approximately **$287,712.09**. The Class Members are to be paid based from the NSA on a pro rata basis based upon the weeks each class member worked in comparison to the total work weeks worked by all Class Members.

14. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff involved both in not prevailing on one or more of the causes of action or theories alleged in the operative Complaints and in non-certification, and if successful, Defendants dispute the ability of Plaintiff to certify a class in this case. Defendants also argued it maintained lawful written policies that were provided to the class members and enforced those policies. Yet, despite the defenses proffered by Defendants, the proposed Settlement commits Defendants to pay each Class

Member a portion of the NSA. The amount to be paid to the Classes is fair, adequate and reasonable given the significant risk to Plaintiff and the Class in continuing with the litigation and not prevailing on their claims at class certification or at trial or not being paid anything even if trial was successful.

15. The Parties investigated relevant law as applied to the facts of the case, potential defenses, and damages claimed by Plaintiff on behalf of himself and the Class. Both formal and informal discovery largely focused on Plaintiff's allegations of Defendants': (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d)failure to pay reporting time pay, (e) failure to pay all wages earned and owed upon separation from Defendant's employ, (f) failure to pay wages timely during employment, (g) failure to provide accurate itemized wage statements, (h) failure to reimburse necessary business expenses, (i) violation of labor code section § 2751, (j) unauthorized deduction of wages and (k) unfair business practices. Information and data exchanges included significant sampling of Class Members' employment time and pay records, dates of employment, hourly rates , and policies. The parties conducted their own evaluations of the potential recoveries based on the claims alleged in the Action and the defenses at play.

16. Although Plaintiff's Counsel believe the class claims are strong, Plaintiff's Counsel also recognize that if the litigation had continued, they may well have encountered significant legal and factual hurdles that could have prevented the Class from obtaining any recovery. To be sure, a number of cases have found wage and hours actions to be especially amenable to class resolution. However, some courts have gone the other way, finding that some of the very claims at issue here-especially meal period and rest period violations-were not suitable for class adjudication because they raised too many individualized issues. *See Duran v. US. Bank National Association*, 59 Cal. 4th 1 , 31 (2014) (reversing a verdict from a class trial); *Ali v. US.A. Cab Ltd.*, 1 76 Cal. App. 4th 1333, 1341 (2009) (affirming denial of certification because employees' declarations attesting to having taken meal and rest periods demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.* , 2013 U.S. Dist. LEXIS 137792, at *30- 41 (C.D. Cal. Sept. 20, 2013) (following *Brinker* and denying certification of proposed off-the-clock and rest and

meal break classes due to lack of uniform policy); *Jimenez v. Allstate Ins. Co.*, 2012 U.S. Dist. LEXIS 65328 (C.D. Cal. Apr. 18, 2012) (denying motion to certify meal and rest period classes based on employer's practice of understaffing and overworking employees); *Gonzalez v. Officemax NA*., 2012 U.S. Dist. LEXIS 163853 (C.D. Cal. Nov. 5, 2012) (same); *Brown v. Fed. Express Corp*., 249 F.R.D.580, 587-88 (C.D. Cal. 2008) (denying certification of driver meal and rest period claims based on the predominance of individual issues); *Kenny v. Supercuts, Inc.*, 252 F.R.D. 64 I, 645 (N.D. Cal. 2008) (denying certification on meal periods claim); *Blackwell v. Skywest Airlines, Inc.* , 245 F.R.D. 453, 467- 68 (S.D. Cal. 2007) (declining to certify class action because individual issues predominated when different employee stations provided different practices with respect to meal periods).

17. Some courts have denied certification even when an employer's policies are unlawful on their face. For instance, in *Ordonez v. Radio Shack, Inc.*, 20 1 3 U.S. Dist. LEXIS 7868, *35-4 1 (C.D. Cal. Jan. 17, 201 3), the court denied certification even though the plaintiff submitted evidence of a facially unlawful policy regarding rest breaks. The *Ordonez* court concluded that the predominance and superiority elements were not met based on the employer's presentation of anecdotal evidence of lawful compliance notwithstanding the unlawful policy. Id. at *38-40. And it should be underscored that that claims which are amendable to certification can be disposed of by motion for summary judgment. *See Loudv. Eden Med. Ctr*., 2013 U.S. Dist. LEXIS 122873, **36-53 (N.D. Cal. Aug. 28, 2013) (granting summary judgment on wage statement claim because plaintiff could not show injury due to defects and that incorrect wage information is not willful).

18. As the above examples illustrate, the prospect of certifying a wage and hour action is always uncertain, and the risk of being denied class certification militates in favor of settlement. A denial of class certification effectively forecloses continued litigation, as neither the individual nor his or her attorney will have any incentive to proceed with an individual case when such small claims are at stake. *See In re Baycol Cases I & II*, 5 1 Cal. 4th 75 1, 758 (2011) (explaining that a dismissal of class claims is effectively the "death knell" of the case, despite survival of individual claims). In other words, for cases where individual damages are relatively small, denial of class certification results in a near-complete loss for Plaintiff as well as no recovery for the employees,

who are shut out of the action. Thus, if the putative Class had not been certified, the value of Plaintiff's case would have been reduced to a fraction of the value of this Settlement; indeed, Defendants would likely have offered no money to settle the class-wide claims if certification had been denied.

19. Finally, early resolutions save time and money that would otherwise go to litigation. Parties' resources, as well as the Court's, will be further taxed by continued litigation. And if this action had settled following additional litigation, the settlement amount would likely have taken into account the additional costs incurred, and there may have been less available for Class Members. Cost savings is one reason why California policy strongly favors early settlement. *See Nemy v. Regents of University of California*, 3 Cal. 4th 273, 277 (1992) (explaining the high value placed on settlements and observing that "[s]ettlement is perhaps most efficient the earlier the settlement comes in the litigation continuum."). This concern also supports settlement.

20. Further, beyond the risk of an adverse ruling on the merits or certification, Class Counsel considered the fact that continued litigation would likely take years and would be extremely expensive given the breadth and complexity of the claims. In this case, post-trial and appellate proceedings are likely to occur, which will surely drag the case far into the future even with a positive trial result. When facing a distant and unsure resolution of the allegations in this action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly litigation in favor of more immediate benefits to the Class was a consideration favoring settlement. Given these realities, it is highly likely that the future expense of this litigation, and its likely duration if the settlement is not approved, would be significant and weigh heavily in favor of approval of this settlement.

21. The GSA is well within the acceptable range of reasonableness for the claims of the Settlement Class Members. After analysis and review of Defendants' time and pay record production and other payroll data, Class counsel estimates the overall value of the class claims at approximately **$1,477,129 in damages, unreimbursed expenses and penalties** should Plaintiff prevail at the class certification stage and at trial and survive any appeals and win on all claims and be awarded maximum damages for call class members for all shifts, and that certain

assumptions and extrapolations were confirmed with further discovery. This amount could reasonably be reduced by 50% to account for the risks of continued litigation and not prevailing on one or more claims. The penalties alone account for over 75% of the overall value as discussed below which could be reduced even further based upon Defendants' good faith arguments.

22. There were an estimated 27,966 workweeks during the class period and approximately 2,298 pay periods during the PAGA Period. The average number of hours per shift was approximately 6.9 hours, approximately 4.3 days worked per workweek and the average regular rate was approximately $21.41.

23. The value of the failure to pay wages for off the clock work was valued at approximately **$186,615.00** at 1 hour per workweek with 52.4% of these hours at the overtime rate $32.38**.**

24. Analysis revealed an approximate 26.2% violation rate resulting in approximately 5,514 potential meal break violations valued at $119,048. Assuming a similar rest break violation would also account for approximately $119,048 in rest break premiums. that were either, late, short, or not provided at all. Defendants also potentially owe class members $318,148 for approximately 473 terminated employees assuming all employees were not paid wages for 30 days.

25. The expense reimbursement claim was valued at **$51,920** assuming $30 reimbursement per month.

26. The value of the LC 226 claim and waiting time penalties was valued at **$113,050**. This amount could be much higher, but given the good faith defenses, and the fact that the pay stubs themselves appeared facially complaint, this asserted value is reasonable.

27. Defendants also potentially owe PAGA members $**7,252,800** in PAGA penalties assuming violations can be proven for each pay of the PAGA Pay Periods at a reasonable $100/100 per pay period assessment. Of course, this number could be much higher if stacking and higher penalties were assessed. However, given the review of the time and pay records, coupled with defendants' defense, and facially compliant policies.

28. As a result, the GSA of $630,000.00 represents a reasonable recovery and

approximately 18% of the overall potential damages and reimbursement value reduced to 63% of the overall value without accounting for penalties. This recovery could easily be much higher if at trial PAGA penalties were reduced or damages for certain pay periods or workweeks could not be proven for certain individuals. The proposed GSA is within the "ballpark of reasonableness" and should be approved. Counsel for Plaintiff believe that this is a fair and reasonable Settlement in light of the complexities of the case, the state of the law and uncertainties of class certification and litigation, the policies and practices Defendants has had in place or implemented during the purported liability period, and the benefit to be recovered for the Class. Given the risks inherent in litigation, this settlement is fair, adequate, and reasonable and is in the best interests of the Settlement Class, and should be preliminarily approved.

29. Based on the estimated Net Settlement Amount of $287,712.09, the average workweek value is approximately $10.29. As a result, each Settlement Class Member will receive an average payment of approximately $608.27. A Settlement Class Member who worked throughout the entire Class Period, from June 30, 2021, through November 13, 2026, would receive approximately $2,881.01, assuming 280 compensable workweeks. The lowest payment is estimated to be approximately $10.29 for a Settlement Class Member who worked only one workweek. These estimates are based on approximately 473 Settlement Class Members who collectively worked 27,966 workweeks during the Class Period. To the extent any requested Attorneys' Fees, Litigation Costs, Settlement Administration Costs, or Class Representative Incentive Award are not awarded in full, the unawarded amounts will be added to the Net Settlement Amount and distributed to participating Settlement Class Members in accordance with the Settlement Agreement.

30. The Aggrieved Employees who worked during the PAGA period will be paid a PAGA Payment based upon a pro rata share of the number of pay periods each PAGA member worked compared to the total pay periods worked by all Aggrieved Employees during the PAGA period of September 30, 2023 through November 15, 2025. As a result, there are approximately 1,193 PAGA Pay Periods resulting in a pay period amount of approximately $2.93 per pay period.

31. The Class Representative has provided extensive supporting documents and

assisted Class Counsel in developing information necessary to litigate and settle this case. Plaintiff also conducted record review and consultation with counsel in preparation for mediation, and to assist in evaluating and proving the claims. The settlement provides for a Payment to be paid to the Class Representative in the amount of $15,000.00 subject to Court approval. The purpose is to compensate the Class Representatives an additional incentive payment, taking into consideration the risks, time, effort and expenses incurred in coming forward to provide invaluable information and negotiate and litigate this matter on behalf of all Settlement Class Members who otherwise, would probably not file their own individual claims to recover what may be relatively low damages. Further, the Payment of $15,000.00 as an Enhancement Award to the Class Representative is a very fair and justified as part of the Settlement based on the risks Plaintiff has taken and benefits conferred upon the Settlement Class.

32. Class certification, as requested by the Parties for the purposes of the settlement only, should be granted because Plaintiff allege that the proposed Settlement Class Members' claims all stem from the same alleged conduct, i.e., that Defendants violated California law because of their: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d)failure to pay reporting time pay, (e) failure to pay all wages earned and owed upon separation from Defendant's employ, (f) failure to pay wages timely during employment, (g) failure to provide accurate itemized wage statements, (h) failure to reimburse necessary business expenses, (i) violation of labor code section § 2751, (j) unauthorized deduction of wages and (k) violation of California's Unfair Competition Law. Under all these specific circumstances, the commonality requirement for class certification is satisfied. The typicality requirement for certification is also met as it is alleged that the Class Representatives and the proposed Settlement Class were subjected to similar violations based upon similar conduct, policies and practices of the Defendants regardless of their duties.

33. The adequacy requirement for certification is also met. The Class Representative and Class Counsel have prosecuted this action vigorously on behalf of the Settlement Class. The Class Representative will receive a reasonable award for the time and effort spent assisting Class counsel with factual issues surrounding the case. Other than this specific payment to the Class

Representative, all of the Settlement Class Members will receive a proportionate share of the NSA, as detailed above provided they do not exclude themselves. Further, all Aggrieved Employees during the PAGA Period will receive their pro rata share of PAGA Penalties. As a result, there is no conflict of interest between the Class Representative and the Settlement Class Members. Further, the NSA will be fairly distributed among Participating Class Members, and no "settlement allocation" questions will be raised.

34. Common questions of law and fact predominate over individual questions and class-wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the proposed Settlement Classes in this case are sufficiently cohesive, since all Settlement Class Members share a common nucleus of facts and potential legal remedies, and since all of the Settlement Class Members and the Class Representative seek compensation for unpaid wages and other civil and statutory penalties from Defendants for the allegations described in the Complaints. Common questions about compensation or lack thereof for work performed by Settlement Class Members and the Settlement Class Members' potential legal remedies are identical. The alternative method of resolution is individual claims for relatively small amounts of damages, but individual cases would be uneconomical for potential Plaintiff because the cost of litigation dwarfs potential recovery. Therefore, a class action is the preferred method of resolution.

35. The class notice plan here calls for the Settlement Administrator, ILYM Group, Inc., to mail a Notice of Class Action settlement to all known and reasonably ascertainable Settlement Class Members based on Defendants' records. Further, the Settlement Administrator will conduct a skip-trace and use all reasonable efforts to locate Settlement Class Members and will re-mail all returned envelopes with forwarding addresses. The notice is consistent with the class certification notices approved by numerous state and federal courts, and is the best notice practicable under circumstances of this case. The proposed Settlement Class Members are ascertainable because all of the Settlement Class Members have worked for Defendants during the Class Periods and can be identified through Defendants' records.

36. The Notice also fulfills the neutrality requirement. It summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner, and

is accurate, objective, and understandable to Settlement Class Members, as is required under prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of liability by Defendants and recognizes the Court has not ruled on the merits. It also states the final settlement approval decision has yet to be made. The Notice also clearly instructs the Settlement Class Members on how to object or exclude themselves from the Settlement. Therefore, Settlement Class Members will have the option to participate or exclude themselves simply by mailing a request to exclude themselves. The Settlement Class consists of non-exempt employees who speak English. Thus, the Notice of Class Action is drafted in a manner that is likely to be readily understood by the Settlement Class. Accordingly, the Notice complies with the standards of fairness, completeness and neutrality required of a Notice of Class Action Settlement. The Notice therefore is neutral, objective and understandable.

37. I have a great deal of experience in wage and hour class action litigation. I have obtained certification of several classes, I have been approved as class counsel in many other wage/hour class actions, and I am currently litigating numerous others. Although not an all inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this action:

a. *Aguilar v. 7-Eleven, Inc*., et. al., Orange County Superior Court- Case No.: 30-2009-002684734-CU-OE-CXC. Certified Wage and Hour Class action seeking premium wages for meal period and rest periods and resultant penalties. Class Notice pending.

b. *Carey, et. al. v. Arthur J. Gallagher*, et. al., USDC, SOUTHERN DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-classification of insurance claims adjusters employed by Gallagher Bassett, a third party administrator (TPA) in the State of California. Certification granted. Plaintiff's counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-04554. Wage and Hour Class Action case seeking past wages for "off the clock",

overtime and meal and rest break violations for production workers in the State of California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiff's counsel appointed co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

e. *Morgan v. Aramark Campus*, LLC, USDC, CENTRAL DISTRICT, Case No. SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

f. *West v Iron Mountain Information Management, Inc, et. al*.; Los Angeles County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for driver employees in the State of California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiff's counsel, lead trial counsel and class counsel.

g. *Gonzalez v. Superior Industries Inter, Inc., et al*., Los Angeles County Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks violations for production employees in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

h. *Acosta v. Fleetwood Travel Trailers of California, Inc*., et al., Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.

j. *Padron v. Universal Protection Service, et al,* Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by Defendants in the State of California. Plaintiff's counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc*. et al., Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by Defendants in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al*., USDC, CENTRAL DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by Defendants in the state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.

n. *Herrador v. Culligan International Company, et al*., USDC, CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of Defendants in the State of California. Plaintiff's

counsel appointed as lead counsel. Case settled and awaiting Final Approval.

o. *Defries v. Domain Restaurants, et al.,* Orange County Superior Court, Case No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of Defendants in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

p. *Denton v. BLB Enterprises, Inc., et al*., Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by Defendants in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

q. *Rios v. Sandberg Furniture Manufacturing Co*., Inc, et al., Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for production employees employed by Defendants in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

r. *McMurray v. Dave and Busters, Inc*., et al., Orange County Superior Court, Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for restaurant employees employed by Defendants in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

s. *Osuna v. DFG Restaurants, Inc.,* et al., Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendants, DBA Carl's Jrs. in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. *Burns v. Gymboree Operations, Inc., et al*., San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest

break violations for retail employees employed by Defendants in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

u. *Willems v. Diedrich Coffee, Inc.,* et al., Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendants in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

v. *Davila, et al. v. Beckman Coulter, Inc*., et al., Orange County Superior Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by Defendants in the State of California. Plaintiff's counsel appointed lead counsel. Cased settled; final approval granted; no objections and funds fully distributed.

w. *Perez v. Naked Juice Company of Glendora, Inc*., Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by Defendants in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

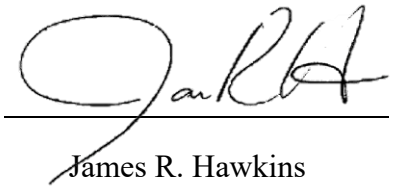
38. Here, the Parties' agreement to pay Attorneys' Fees and Costs of 35% of the GSA is reasonable. My firm and I have been the only counsel to represent Plaintifff and the Settlement Class in this matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my experience and the extensive review and analysis of documents and information by me and others at my firm. In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees. The litigation costs incurred thus far are $63,287.91, a true and correct copy of the compiled costs are attached hereto as **Exhibit 3.**

39. At this juncture, with the addition of more hours due to the administration of the the Settlement by Class Counsel, administration of the Settlement, and preparation for final

approval, counsel for plaintiff will provide a detailed analysis of its time in advance of the final approval hearing. Plaintiff's counsel will file a motion for Attorneys' Fees and Costs Payment to be heard concurrently with the motion for final approval in accordance with the terms of the settlement agreement.

40. Despite the complexity of the case, Class Counsel has, through the investment of substantial effort and the resources of my law firm been able to secure an outstanding settlement on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been required to establish a significant amount of witness testimony, pattern and practice evidence, statistical evidence, sampling evidence, expert testimony, and other evidence in order to present their case both at the class certification stage and trial. Defendants vigorously contested liability, the amount of claimed damages, and the propriety of class certification, and would have continued to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate and in the best interests of the Settlement Class. The fairness and adequacy of the Settlement is confirmed by all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, the various defenses asserted by Defendants, and numerous potential appellate issues.

I declare under penalty of perjury that the foregoing is true and correct. Executed on October 28, 2026 at Irvine, California.



James R. Hawkins

EXHIBIT 1

Docusign Envelope ID: E64309E3-1AC9-839F-81F4-ED6278AC983A

SETTLEMENT AGREEMENT AND STIPULATION TO RESOLVE CLASS ACTION AND PAGA CLAIMS

This Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims (the "**Settlement Agreement**," "**Agreement**," or "**Settlement**") is entered into to resolve: (1) *Kyle Sconce v. The Hertz Corporation*, originally filed in the Superior Court of California, County of San Joaquin, Case No. STK-CV-UOE-2023-0003738, and removed to the United States District Court for the Eastern District of California, Case No. 2:23-cv-01197-DAD-CKD (the "Class Action"); and (2) *Kyle Sconce v. The Hertz Corporation*, Superior Court of California, County of San Joaquin, Case No. STK-CV-UOE-6305 (the "PAGA Action") (collectively, the "Actions"). This Agreement is entered into between Plaintiff Kyle Sconce ("Named Plaintiff" or "Plaintiff") and Defendant The Hertz Corporation ("Defendant") (Named Plaintiff and Defendant are collectively referred to as the "Parties").

DEFINITIONS

1. Actions. "Actions" mean the Class Action and the PAGA Action.

2. Aggrieved Employees. "Aggrieved Employees" means all individuals who are or previously were employed by Defendant in a Covered Position (defined below) in the State of California during the PAGA Period. Defendant represents that it estimates there were approximately 406 Aggrieved Employees during the PAGA Period who worked approximately 23,025 pay periods during the PAGA Period.

3. Agreement or Settlement or Settlement Agreement. "Agreement" or "Settlement" or "Settlement Agreement" means this Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Actions.

4. Attorneys' Fees and Costs. "Attorneys' Fees and Costs" means the amount authorized by the Court for: (i) an award of attorneys' fees to Class Counsel for litigation and resolution of the matter, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $220,500.00); and (ii) reimbursement of actual, reasonable out-of-pocket costs incurred by Class Counsel in connection with the Actions, in an amount not to exceed $40,000.00, subject to Court approval.

5. Class Counsel. "Class Counsel" means James R. Hawkins, Gregory Mauro, Michael Calvo, Lauren Falk, and Ava Issary of JAMES HAWKINS APLC.

6. Class or Class Members. "Class" or "Class Members" means all persons who have been employed by Defendant as a non-exempt or hourly Car Sales employee in the State of California at any time during the Class Period in the following positions (each, a "Covered Position"): Assistant Manager Car Sales Location; Car Sales & Finance Manager; Car Sales Inventory Specialist; Car Sales Consultant; Car Sales Photographer; Car Sales Representative; Clerk, Car Sales; Inventory Manager; Lot Attendant, Car Sales; and Manager, Finance & Insurance -- California/Non-Exempt. Defendant represents that there are approximately 473 Class Members who worked approximately 27,966 workweeks in a Covered Position as of the date of the mediation of the Actions.

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7. Class Notice. "Class Notice" means the Notice of Class Action Settlement, attached as Exhibit A to this Agreement, or a substantially similar notice approved by the Court.

8. Class Period. "Class Period" means the period from June 30, 2021, through the date that is ninety (90) days after the date of the mediation of the Actions or the date the Court grants preliminary approval of the Settlement, whichever is sooner.

9. Court. "Court" means the Superior Court of California, County of San Joaquin, where the Actions will be pending following the remand described below.

10. Defendant. "Defendant" means The Hertz Corporation, a Delaware corporation.

11. Effective Date. The "Effective Date" of this Agreement will be the later of (i) the 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon the Court having entered a Final Order and Judgment as set forth in this Agreement.

12. Employer's Taxes. "Employer's Taxes" means Defendant's share of the payroll taxes associated with the wage portion of the Individual Settlement Payments, which Defendant will pay separately from, and in addition to, the Gross Settlement Amount.

13. Enhancement Award. "Enhancement Award" means the amount the Court authorizes to be paid to Named Plaintiff in addition to his Individual Settlement Payment, in recognition of his efforts on behalf of the Class and Aggrieved Employees and in exchange for the General Release described in Paragraph 50, in an amount not to exceed $15,000.00.

14. Final Hearing Date. "Final Hearing Date" means the date set by the Court for the hearing on final approval of the Settlement.

15. Final Order and Judgment. "Final Order and Judgment" means the proposed order granting final approval of the Settlement and the separate proposed judgment, which Named Plaintiff will submit to the Court with the motion for final approval of the Settlement.

16. General Release (Named Plaintiff Only). "General Release" means the general release of all claims by Named Plaintiff as set forth in Paragraph 50.

17. Gross Settlement Amount. "Gross Settlement Amount" or "GSA" means the total, non-reversionary settlement payment Defendant has agreed to make under this Agreement, which is $630,000.00, plus any applicable Employer's Taxes paid separately as set forth in Paragraph 12.

18. Individual PAGA Payment. "Individual PAGA Payment" means a payment to an Aggrieved Employee of the employee's share of the PAGA Payment, as set forth in this Agreement.

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19. Individual Settlement Payment. "Individual Settlement Payment" means the individual settlement payment allocated to each Participating Class Member and/or Aggrieved Employee as set forth in this Agreement, and consists of the Participating Class Member Payment and, to the extent an employee is eligible, the Individual PAGA Payment.

20. Named Plaintiff. "Named Plaintiff" means Kyle Sconce.

21. Notice Period. "Notice Period" means the time period commencing on the date the Class Notice is mailed to Class Members and ending sixty (60) days thereafter, unless a notice is remailed to a Class Member, in which case the Notice Period shall end either 60 days after the original mailing or 45 days after remailing, whichever is later.

22. Net Class Settlement Amount. "Net Class Settlement Amount" means the amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys' Fees and Costs, the Enhancement Award, the PAGA Amount, and the Settlement Administration Costs.

23. PAGA Claims. "PAGA Claims" means, for the PAGA Period, claims for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, et seq.) that (a) arise from the facts, matters, transactions, or occurrences alleged in the Actions or that could have been alleged in the Actions based on such facts; and/or (b) arise from the facts, matters, transactions, or occurrences alleged, or that could have been alleged, in the PAGA notice(s) sent by Named Plaintiff to the Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code section 2699.3. Without limiting the foregoing, the PAGA Claims include claims premised on failure to pay all minimum, regular, and overtime wages; reporting time pay; sick pay violations; unreimbursed expenses; unlawful deductions; commission contracts; improper warehouse conditions putting workers at risk of heat illness; failure to provide meal periods and rest breaks or premium payments therefor; failure to provide accurate itemized wage statements; failure to maintain accurate payroll records; untimely payment of wages during employment and at termination; and related violations of the applicable Labor Code sections and Wage Orders. The PAGA Claims exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and FEHA-related claims for retaliation, discrimination, or harassment, and any claims outside the PAGA Period.

24. PAGA Amount. "PAGA Amount" means $31,500.00 (five percent (5%) of the Gross Settlement Amount), which represents the portion of the Gross Settlement Amount allocated to settlement of the PAGA Claims, subject to Labor Code section 2699, subdivision (l)(2). Consistent with the statutory allocation, seventy-five percent (75%) of the PAGA Amount ($23,625.00) will be paid to the LWDA as the "LWDA Payment," and the remaining twenty-five percent (25%) ($7,875.00) will be allocated to the Aggrieved Employees as the "PAGA Payment."

25. PAGA Period. "PAGA Period" means the period from April 12, 2022, through the earlier date that is either ninety (90) days after the date of the mediation of the Actions or the date the Court grants preliminary approval of the Settlement, whichever is sooner.

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26. Parties. "Parties" means Defendant and Named Plaintiff, individually and on behalf of all Class Members and Aggrieved Employees. Each may be referred to individually as a "Party."

27. Participating Class Member. "Participating Class Member" means each Class Member who has not timely opted out of the Settlement pursuant to this Agreement. "Settlement Class" means the class of all Participating Class Members.

28. Participating Class Member Payment. "Participating Class Member Payment" means the pro rata share of the Net Class Settlement Amount that a Class Member may be eligible to receive under the Settlement, calculated in accordance with Paragraph 54.e, inclusive of the employee's share of taxes and withholdings applicable to the wage portion of the payment.

29. Preliminary Approval Order. "Preliminary Approval Order" means an order from the Court preliminarily approving this Settlement.

30. Released Parties. "Released Parties" means Defendant The Hertz Corporation and each of its subsidiaries, affiliates, shareholders, owners, members, agents, officers, predecessors, successors, and assigns.

31. Released Claims. "Released Claims" means, for the duration of the Class Period, any and all claims, actions, or causes of action against Defendant and the other Released Parties (a) that are alleged in the operative complaint; and/or (b) that could have been alleged in the operative complaint based upon or arising out of the same facts, transactions, or occurrences alleged therein, except claims under PAGA. The Released Claims exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and FEHA-related claims for retaliation, discrimination, or harassment, and any claims outside the Class Period.

32. Settlement Administration Costs. "Settlement Administration Costs" means the costs of settlement administration, including the costs of providing notice to Class Members and distributing settlement payments, and any other fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement, which the Parties estimate will be approximately $12,000.00, subject to Court approval.

33. Settlement Administrator. "Settlement Administrator" means ILYM Group, Inc., or such other third-party administrator chosen by the Parties and approved by the Court.

34. Settlement Hearing. "Settlement Hearing" means the hearing on the Final Hearing Date at which the Court will determine whether to grant final approval of the fairness and reasonableness of this Agreement.

RECITALS

35. Named Plaintiff filed a class action complaint against Defendant entitled Kyle Sconce v. The Hertz Corporation, in the Superior Court of California, County of San Joaquin, Case No. STK-CV-UOE-2023-0003738, filed April 13, 2023 (the "Class Action"), asserting claims on behalf of Plaintiff and all persons employed by Defendant as Non-Exempt Employees in California within four years prior to the filing of the Class Action. The Class Action was

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thereafter removed by Defendant to the United States District Court for the Eastern District of California, Case No. 2:23-cv-01197-DAD-CKD.

36. Named Plaintiff was employed by Defendant in California as non-exempt from approximately March 2022 through his separation from employment in approximately June 2022.

37. Named Plaintiff also filed a representative action under PAGA against Defendant, Superior Court of California, County of San Joaquin, Case No. STK-CV-UOE-6305 (the "PAGA Action"), following submission of a PAGA notice to the LWDA on or about April 12, 2023, asserting that Defendant violated various provisions of the Labor Code with respect to the Class and Aggrieved Employees.

38. The Class Action asserts eleven causes of action against Defendant for: (1) failure to pay wages, including overtime, in violation of Labor Code §§ 510 and 1194; (2) failure to provide meal periods in violation of Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (3) failure to provide rest periods in violation of Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (4) failure to pay reporting time pay; (5) failure to timely pay wages upon separation of employment in violation of Labor Code § 203; (6) failure to timely pay wages during employment in violation of Labor Code § 204; (7) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (8) failure to indemnify necessary business expenses in violation of Labor Code § 2802; (9) unauthorized deduction of wages in violation of Labor Code §§ 221-224; (10) violation of Labor Code § 2751 (commission contracts); and (11) violation of Business and Professions Code § 17200, et seq. The PAGA Action seeks civil penalties under PAGA for the same and related alleged Labor Code violations.

39. In preparation for mediation, Defendant provided Class Counsel with time and payroll data, personnel data, and relevant policies concerning the Class Members and Aggrieved Employees.

40. The Parties first participated in a mediation session on September 9, 2024, with Steve Serratore, Esq., an experienced neutral in complex wage-and-hour class and PAGA actions. Although that session did not result in a settlement, it narrowed the issues in dispute and laid the groundwork for the Parties' continued settlement discussions.

41. Thereafter, on August 13, 2026, the Parties participated in a further mediation session with Daniel Turner, Esq. (the "Mediator"), an experienced neutral in complex wage-and-hour class and PAGA actions. Following extended arm's-length negotiations, the Mediator issued a Mediator's Proposal, which the Parties accepted, and which is memorialized in this Agreement.

42. Consistent with the Mediator's Proposal, the Parties agree that Case No. 2:23-cv-01197-DAD-CKD shall be remanded from the United States District Court for the Eastern District of California to the Superior Court of California, County of San Joaquin. Following remand, Class Counsel will amend the operative complaint to add the allegations contained in the PAGA Action, Case No. STK-CV-UOE-6305, and the Parties will seek approval of this Settlement from the Superior Court of California, County of San Joaquin.

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43. Defendant denies that it engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members and Aggrieved Employees, and further denies any liability of any kind associated with the claims alleged in the Actions. Defendant contends that it has complied with all applicable federal and state wage-and-hour laws.

44. Class Counsel has investigated the facts relating to the Actions. Settlement discussions were conducted at arm's length during a full-day mediation with a neutral third-party mediator, and the Settlement is the product of informed, adversarial negotiation and analysis of Defendant's potential liability and exposure weighed against the costs, delay, and risks of continued litigation. Class Counsel believes the Settlement is fair, reasonable, and adequate, and in the best interests of the Class and Aggrieved Employees.

45. The Parties, Class Counsel, and Defendant's Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by this Settlement Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the recitals set forth above and the promises and covenants set forth below, and intending to be legally bound, Named Plaintiff, individually and on behalf of the Class Members and Aggrieved Employees, and, to the extent permitted by law, the State of California, and Defendant agree that the Actions shall be finally and fully compromised and settled on the following terms and conditions:

46. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant and the other Released Parties do not admit, and specifically deny, any violation of law, breach of contract, or wrongdoing of any kind with respect to the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms, nor any negotiations connected with it, shall be construed as an admission by Defendant or any Released Party, or offered or received as evidence of liability in any proceeding, except as necessary to enforce the terms of this Agreement.

47. Conditional Nature of Settlement. For settlement purposes only, the Parties agree that (a) a class may be certified in the Class Action pursuant to Code of Civil Procedure section 382, and (b) the Actions may proceed as a PAGA representative action.

a. The Parties intend their settlement to be contingent upon preliminary and final approval of each and every term of this Agreement, without material modification. The Parties and their respective counsel shall use their best efforts to obtain Court approval and implement this Agreement. If the Court does not approve this Agreement, the Parties shall meet and confer to address the Court's concerns, and if unable to agree, shall refer the dispute to the Mediator for informal assistance. If the Parties remain unable to resolve the dispute, this Agreement shall become null and void, and the class certified for settlement purposes will be decertified for all purposes.

b. In the event the Court does not grant preliminary or final approval, or this Agreement otherwise terminates or does not become effective for any reason, the Agreement and all related negotiations, court filings, and proceedings shall be without prejudice to the rights of

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Named Plaintiff, Class Members, Aggrieved Employees, and Defendant, each of whom shall be restored to their respective positions existing prior to execution of this Agreement, and shall not be discoverable or admissible in the Actions or any other litigation. Defendant expressly reserves its right to challenge class certification and representative PAGA treatment should the Court not grant approval.

48. Participating Class Members' Release of Claims. Upon funding of the Gross Settlement Amount and the Employer's Taxes to the Settlement Administrator, Named Plaintiff and all Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, and discharged the Released Parties from the Released Claims that arose during the Class Period.

a. This release is intended to settle any and all Released Claims that Named Plaintiff and each Participating Class Member may have against Defendant or any Released Party arising during the Class Period.

b. Because it is impracticable to have each Class Member individually execute this Agreement, the Class Notice will advise Class Members of the binding nature of the release, and such notice will have the same force and effect as if each Class Member had executed this Agreement.

49. Aggrieved Employees' Release of PAGA Claims. In exchange for the PAGA Amount, Named Plaintiff, as representative for the State of California and all Aggrieved Employees (to the extent permitted by law), and on behalf of their heirs, executors, administrators, attorneys, agents, and assigns, will, upon payment of the Gross Settlement Amount and Employer's Taxes to the Settlement Administrator, forever release and discharge Defendant and the Released Parties from the PAGA Claims that arose during the PAGA Period. The Aggrieved Employees and the State of California will be deemed, by operation of the Final Order and Judgment, to have agreed not to sue or otherwise assert the PAGA Claims that arose during the PAGA Period, to the extent permitted by law.

50. Full Release by Named Plaintiff. Upon payment of the Gross Settlement Amount and Employer's Taxes to the Settlement Administrator, Named Plaintiff fully releases and discharges Defendant and the Released Parties from the Released Claims and any and all other claims Named Plaintiff now has, or has ever had, against Defendant and the Released Parties, including claims arising out of or relating to his employment or its termination. This general release includes a waiver by Named Plaintiff of the protections of Civil Code section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." This General Release, together with the Enhancement Award, is consideration for Named Plaintiff's additional release of claims beyond that provided by the Class and Aggrieved Employees.

51. No Prior Assignments. Named Plaintiff represents and warrants that he has 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, or right released and discharged by this Agreement.

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52. Settlement Payments and Calculation of Claims. Subject to final Court approval and the conditions specified in this Agreement, Defendant agrees to pay a non-reversionary Gross Settlement Amount of $630,000.00, plus applicable Employer's Taxes paid separately. The Gross Settlement Amount includes, but is not limited to, payments to Participating Class Members, Attorneys' Fees and Costs, the Enhancement Award, the PAGA Amount, and Settlement Administration Costs. Except as set forth in Paragraph 53, Defendant shall not be required to pay any amount over $630,000.00 (exclusive of Employer's Taxes) for this Settlement. The following table summarizes the intended allocation of the Gross Settlement Amount:

Gross Settlement Amount of $630,000.00, Allocated As Follows:

- PAGA Amount of $31,500.00 (5% of the GSA)
  - $23,625.00 for the LWDA Payment
  - $7,875.00 for payments to Aggrieved Employees on a pro rata basis (i.e., Individual PAGA Payment)
- Class Counsel Attorneys' Fees not to exceed $220,500.00
- Class Counsel Costs not to exceed $40,000.00
- Up to $15,000.00 for an Enhancement Award for Named Plaintiff
- Settlement Administration Costs not to exceed $12,000.00 (payable to ILYM Group, Inc.)
- Remainder paid to Class Members on a pro rata basis (i.e., Participating Class Member Payment)

53. Settlement Escalator. This Settlement is based on Defendant's representation that Class Members worked approximately 27,966 workweeks in a Covered Position as of the date of the mediation. If the actual number of qualifying workweeks worked by Class Members during the Class Period increases by more than ten percent (10%) over that figure, Defendant shall have the option, in its sole discretion, to either: (i) increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase in workweeks above ten percent (10%) (for example, if the number of workweeks increases by eleven percent (11%), the Gross Settlement Amount will increase by one percent (1%)); or (ii) shorten the release period so that the Class Period covers only the represented number of workweeks plus ten percent (10%).

54. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court approval, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $220,500.00, unless adjusted pursuant to Paragraph 53), and reimbursement of actual, reasonable out-of-pocket costs not to exceed $40,000.00. Defendant will not oppose such applications, consistent with the Mediator's Proposal. These fees and costs are included in, and shall be paid from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded. If the Court awards a lower amount than requested, the difference will become part of the Net Class Settlement Amount distributed to Participating Class Members and shall not be grounds to invalidate or terminate this Agreement.

b. Settlement Administrator Costs: At the final approval hearing, the Parties will apply to the Court for approval of Settlement Administration Costs payable to ILYM Group, Inc.,

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currently estimated at $12,000.00. These costs are included in, and shall be paid from, the Gross Settlement Amount. If the actual costs are less than $12,000.00, the difference shall be added to the Net Class Settlement Amount. If actual costs exceed $12,000.00, the excess shall be paid solely from the Gross Settlement Amount, and Defendant shall have no obligation to pay additional funds on account of such excess.

c. Named Plaintiff Enhancement Award: At the final approval hearing, Class Counsel will apply to the Court for an Enhancement Award to Named Plaintiff not to exceed $15,000.00, in recognition of his service to the Class and Aggrieved Employees, the risks he assumed in bringing the Actions, and in exchange for his General Release under Paragraph 50. Defendant will not oppose such application. The Enhancement Award is included in, and shall be paid from, the Gross Settlement Amount, and is in addition to any Individual Settlement Payment Named Plaintiff may receive under Paragraph 54.e. Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award. If the Court awards less than the amount requested, the difference will become part of the Net Class Settlement Amount and shall not be grounds to invalidate or terminate this Agreement.

d. PAGA Amount: At the final approval hearing, Class Counsel will apply to the Court, and will submit notice of this Settlement to the LWDA as required by Labor Code section 2699, subdivision (l)(2), for approval of a PAGA Amount of $31,500.00, representing five percent (5%) of the Gross Settlement Amount. Consistent with statutory allocation, seventy-five percent (75%) of the PAGA Amount ($23,625.00) will be paid to the LWDA as the "LWDA Payment," and the remaining twenty-five percent (25%) ($7,875.00) will be allocated among Aggrieved Employees on a pro rata basis as the "PAGA Payment," calculated using the same formula set forth in Paragraph 54.e but limited to pay periods worked during the PAGA Period. Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Paragraph and will (i) receive their Individual PAGA Payment, and (ii) release all PAGA Claims against the Released Parties.

e. Individual Settlement Payments: Individual Settlement Payments shall consist of (i) each Participating Class Member's pro rata portion of the Net Class Settlement Amount (the "Participating Class Member Payment"), calculated based on the number of weeks each Participating Class Member worked in a Covered Position during the Class Period, rounded up to the nearest whole week, relative to the total number of such weeks worked by all Class Members during the Class Period; and (ii) if applicable, each Aggrieved Employee's pro rata portion of the PAGA Payment (the "Individual PAGA Payment"), calculated on the same basis but limited to the PAGA Period. All Class Members will be deemed to have worked at least one workweek during the Class Period. The Class Notice will state the number of weeks the Class Member is credited with working and the Class Member's estimated payment under the Settlement.

f. Participating Class Member Payments shall be distributed only to Participating Class Members. The portion of the Net Class Settlement Amount that would otherwise have been paid to Class Members who opt out of the Settlement will be redistributed to Participating Class Members on a pro rata basis under the formula in Paragraph 54.e. Individual PAGA Payments will be distributed to all Aggrieved Employees regardless of opt-out status.

g. Under no circumstances shall Defendant be obligated to pay any amount under this Agreement to any Class Member other than a Participating Class Member, except for Individual PAGA Payments, which are unaffected by a Class Member's decision to opt out. Except as provided in Paragraph 53, under no circumstances shall Defendant be obligated to pay

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more than the Gross Settlement Amount (plus Employer's Taxes) in full settlement of the Actions.

55. No Credit Toward Benefit Plans. Individual Settlement Payments, including Individual PAGA Payments, will not be used to calculate additional benefits under any benefit plan in which a Participating Class Member or Aggrieved Employee may participate, including profit-sharing, bonus, 401(k), stock purchase, vacation, sick leave, or PTO plans. It is the Parties' intention that this Agreement not affect any rights, contributions, or amounts to which any Participating Class Member or Aggrieved Employee may be entitled under any benefit plan.

56. Taxation of Settlement Proceeds. All settlement payments to Participating Class Members, Aggrieved Employees, and Named Plaintiff will be paid net of applicable state and federal tax withholdings, including payroll taxes. Consistent with the Mediator's Proposal, the Participating Class Member Payments shall be allocated and reported as follows: one-third (1/3) as wages, reported on IRS Form W-2; one-third (1/3) as interest, reported on IRS Form 1099; and one-third (1/3) as penalties, reported on IRS Form 1099.

a. Prior to mailing Individual Settlement Payments, the Settlement Administrator will calculate, withhold, and remit to the applicable governmental agencies all amounts owed by Participating Class Members for required withholdings and taxes, including payroll taxes, and will issue appropriate tax forms consistent with the agreed allocation. PAGA Payments distributed to Aggrieved Employees will be treated as penalties and reported on IRS Form 1099. Named Plaintiff, Participating Class Members, and Aggrieved Employees shall be solely responsible for all tax obligations associated with their respective payments.

b. The Parties stipulate that the Settlement Fund (defined in Paragraph 61) will qualify as a qualified settlement fund under Section 468B of the Internal Revenue Code and the related Treasury Regulations, and that the Settlement Administrator is designated the "Administrator" of the qualified settlement fund for purposes of Treasury Regulation section 1.468B-2(k). All taxes imposed on the gross income of the Settlement Fund, and any related tax-reporting expenses, will be paid from the Settlement Fund.

c. Nothing in this Agreement constitutes tax advice. Named Plaintiff, Participating Class Members, and Aggrieved Employees assume any tax obligations arising from payments under this Agreement and shall not seek indemnification from the Parties or Released Parties in that regard.

d. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE

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RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

57. Notice Procedure. Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator a list identifying each Class Member by name, Social Security number, and last-known address, and specifying the number of weeks each Class Member worked in a Covered Position during the Class Period and the PAGA Period (the "Class List"), in an Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement Administrator will keep the Class List confidential, except that it shall be provided to Class Counsel upon request with Social Security numbers and addresses redacted.

a. Upon receipt of the Class List, the Settlement Administrator shall perform a National Change of Address search to update mailing addresses and, within fourteen (14) calendar days of receipt of the Class List, mail the Class Notice to each Class Member by First-Class U.S. Mail. Receipt shall be presumed as to any Class Member whose Class Notice is not returned as undeliverable within fourteen (14) calendar days after mailing.

b. The Settlement Administrator will re-mail any notice returned with a forwarding address before expiration of the Notice Period. Class Members who receive a re-mailed Class Notice shall have forty-five (45) days from the date of re-mailing to object, opt out, or dispute their workweeks.

c. The Settlement Administrator will use reasonable skip-tracing and address-search efforts to maximize delivery of the Class Notice.

d. In connection with final approval, Class Counsel will provide the Court a declaration from the Settlement Administrator confirming that notice was mailed as required by this Agreement.

58. Dispute Procedure. The Class Notice will describe the procedure by which a Class Member may dispute the number of workweeks attributed to him or her by submitting a written dispute, postmarked no later than expiration of the Notice Period, containing: (i) the Class Member's name and current address; (ii) the case name and/or number; (iii) the workweek total the Class Member contends is correct; and (iv) supporting documentation, if any. The Settlement Administrator will promptly forward any dispute to Defendant's Counsel, who will inform Class Counsel, and the Settlement Administrator will attempt to resolve the dispute. Any dispute that cannot be resolved by the Parties will be finally and conclusively determined by the Court.

a. Within fourteen (14) calendar days after the close of the Notice Period, the Settlement Administrator will provide Class Counsel and Defendant's Counsel a report of the Individual Settlement Payments, including Individual PAGA Payments, to be made to

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Participating Class Members and Aggrieved Employees, without including names or contact information in the copy provided to Class Counsel.

59. Opt-Out Procedure. Unless a Class Member timely and validly opts out, the Class Member will be bound by this Agreement, including the release of Released Claims arising during the Class Period. A valid Opt-Out Request must (i) contain the Class Member's name and current address; (ii) reference the case name and/or number; (iii) clearly state the Class Member's intent to be excluded from the Settlement; and (iv) be postmarked on or before expiration of the Notice Period, or the Class Member may submit the Opt-Out Request Form attached to the Class Notice by the same deadline. Class Members who worked during the PAGA Period and opt out remain Aggrieved Employees for purposes of the PAGA release and payment.

a. The Settlement Administrator shall review each Opt-Out Request received within the Notice Period for compliance with these requirements.

b. A Class Member who fails to submit a timely, complete, and valid Opt-Out Request will be barred from opting out absent Court order. The Settlement Administrator will not honor any Opt-Out Request postmarked after the Notice Period but will report receipt of late requests to counsel for both Parties. The Settlement Administrator has no authority to extend the opt-out deadline absent the Parties' joint written consent.

c. At the close of the Notice Period, the Settlement Administrator will report the names of individuals who opted out to the Parties and include this information in a declaration supporting the motion for final approval.

d. If five percent (5%) or more of Class Members timely opt out, Defendant may, in its sole discretion, withdraw from this Agreement by written notice to Class Counsel within fourteen (14) calendar days of receiving notice of the number of opt-outs. Such withdrawal shall have the same effect as termination of this Agreement for failure of a condition, rendering the Agreement null and void and decertifying the class for all purposes. If Defendant so withdraws, Defendant will be responsible for the Settlement Administrator's fees and costs; if the Agreement terminates for any other reason, including the Court's failure to grant final approval, Class Counsel and Defendant will share responsibility for those fees and costs equally.

60. Objections to Settlement. Any Class Member may object to the Settlement by written objection mailed to the Settlement Administrator by the close of the Notice Period, containing (i) the objector's name and current address; (ii) a reference to the case name and/or number; and (iii) a statement of the specific reasons for the objection, or by submitting the objection form attached to the Class Notice. Class Counsel will ensure that objections are filed with the Court in connection with final approval. Class Members who do not submit a written objection may still appear and be heard at the Settlement Hearing.

a. Class Counsel or Defendant's Counsel may file a response to any written objection up to five (5) court days before the Final Hearing Date.

b. Unless they also timely opt out, Class Members who object will remain Participating Class Members bound by the Final Order and Judgment.

c. A Class Member cannot both opt out of and object to the Settlement; if a Class Member attempts both, the opt-out controls and the objection is deemed invalid.

61. Funding and Distribution of Settlement. Within ten (10) calendar days of the close of the Notice Period, the Settlement Administrator will provide Class Counsel and Defendant's Counsel

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a draft declaration setting forth the number of Participating Class Members and Aggrieved Employees, the identity of those who opted out, the total amounts payable, and the applicable Employer's Taxes.

a. On the later of fifteen (15) calendar days after the Settlement Administrator provides all information necessary for Defendant to remit payment, or fifteen (15) calendar days after the Effective Date, Defendant shall remit to the Settlement Administrator (i) the Gross Settlement Amount of $630,000.00, and (ii) the Employer's Taxes (collectively, the "Settlement Fund"). Delivery of the Settlement Fund shall constitute Defendant's full and complete discharge of its payment obligations under this Agreement, subject to any further reasonable requests by the Settlement Administrator to ensure proper disbursement.

b. Distribution of Individual Settlement Payments to Participating Class Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of the Settlement Fund (the "Settlement Proceeds Distribution Deadline"). Timely mailing by the Settlement Proceeds Distribution Deadline shall satisfy the Settlement Administrator's distribution obligation.

c. Distribution of the LWDA Payment, Attorneys' Fees and Costs, and the Enhancement Award shall occur no later than ten (10) calendar days after the Settlement Administrator receives the Settlement Fund.

d. If a check is returned undelivered, the Settlement Administrator will make reasonable efforts to re-mail it to a corrected address. Checks not cashed within one hundred eighty (180) calendar days after mailing shall become void, and the corresponding funds shall be transferred to the California Unclaimed Property Fund in the name of the applicable Participating Class Member or Aggrieved Employee.

e. Defendant will not be obligated to make any payment contemplated by this Agreement unless and until the Court enters the Final Order and Judgment and the Effective Date has occurred.

f. Within sixty (60) calendar days of the Settlement Proceeds Distribution Deadline, the Settlement Administrator will provide Class Counsel and Defendant's Counsel written certification of completion of settlement administration.

62. Binding Effect on Class Members. Subject to final Court approval and occurrence of the Effective Date, all Participating Class Members will be bound by this Agreement.

63. Binding Effect on Aggrieved Employees and the State of California. The Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise assert the PAGA Claims released under this Agreement.

64. Preliminary Approval of Settlement. Named Plaintiff will file a motion for entry of the Preliminary Approval Order within twenty-one (21) days after this Agreement is fully executed. Defendant will not oppose the motion so long as it and the supporting papers are consistent with the terms of this Agreement. Class Counsel will provide Defendant's Counsel at least three (3) business days to review and comment on the draft motion before filing. Defendant may, without opposing preliminary approval, advise the Court of any factual disputes concerning the claims at issue, after meeting and conferring with Class Counsel.

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65. Non-Interference with Claims Procedure. The Parties and their counsel agree not to solicit or encourage Class Members to submit requests for exclusion, objections to the Settlement, or appeals from the Final Order or Judgment, without limiting Class Counsel's ethical obligations to communicate with Class Members.

66. Final Order and Judgment. Following the Settlement Hearing, Named Plaintiff will request that the Court enter a Final Order and Judgment certifying the Settlement Class; finding the Agreement fair, adequate, and reasonable; listing any Class Members who opted out; ordering that Participating Class Members release the Released Parties from the Released Claims; ordering that Aggrieved Employees and the State of California release the Released Parties from the PAGA Claims to the extent permitted by law; and directing the Parties to carry out this Agreement.

67. Automatic Voiding of Agreement If Settlement Not Finalized. If the Settlement does not become final for any reason, it will be null and void, any orders, judgment, or dismissal entered pursuant to this Agreement shall be vacated, and the Parties will be restored to their respective positions existing before execution of this Agreement, with the class certified for settlement purposes decertified for all purposes. Evidence relating to the Agreement and settlement negotiations shall not be admissible or discoverable in the Actions or otherwise. However, this Agreement will be fully enforceable and binding on all Parties, and the Parties agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding this Paragraph and any mediation confidentiality provisions that otherwise might apply under federal or state law.

68. No Double Recovery. No Class Member who has already released, assigned, or otherwise forfeited claims asserted in the Actions will be considered a Class Member or entitled to recover under this Agreement, and such persons shall be excluded from the Class List.

69. No Publicity. Named Plaintiff and Class Counsel agree not to publicize the filing of the Actions, the settlement, this Agreement, its terms, or the negotiations leading to it, with anyone other than the Court, Class Members, or those necessary to effectuate this Agreement, including via social media, websites, or submissions to publications summarizing verdicts and settlements.

a. Class Counsel may respond to questions from, and discuss this Agreement with, Class Members and their representatives, the Settlement Administrator, the Court, and the LWDA.

b. Nothing in this Paragraph prohibits filings with the Court or LWDA necessary to effectuate this Agreement, or online posting of case documents by the Settlement Administrator as permitted by this Agreement.

c. Named Plaintiff and Class Counsel agree that all data and information informally produced by Defendant in connection with the settlement will be kept confidential and not shared with any other person or entity.

70. Invalidation of Agreement for Failure to Satisfy Conditions. If the Court makes material changes to the material terms of this Agreement that are not agreed to by the Parties, either Party may terminate this Agreement, in which case Defendant will have no obligation to make any payment to any Class Member, Aggrieved Employee, Class Counsel, or Named Plaintiff. The

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Parties shall meet and confer in good faith, and involve the Mediator as necessary, before exercising this right.

71. Modification in Writing. This Agreement may be altered, amended, modified, or waived, in whole or in part, only in a writing signed by all signatories and approved by the Court, and may not be modified orally.

72. Ongoing Cooperation. Named Plaintiff and Defendant will execute all documents and perform all acts reasonably necessary to effectuate this Agreement. If the Parties are unable to agree on the form or content of any implementing document or supplemental provision, they will seek the assistance of the Mediator and, if necessary, the Court.

73. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and delivered personally or by first-class mail to the Settlement Administrator and to the undersigned counsel at the addresses below:

CLASS COUNSEL

JAMES HAWKINS APLC
James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
Lauren Falk, Esq.
Ava Issary, Esq.
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200

COUNSEL FOR DEFENDANT

SEYFARTH SHAW LLP
Christopher A. Crosman, Esq.
Isaac Matthew, Esq.
2029 Century Park East, Suite 3500
Los Angeles, CA 90067-3021
Telephone: (310) 201-1528

74. Binding on Successors. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs, and legal representatives.

75. Entire Agreement. This Agreement constitutes the entire understanding and agreement between Named Plaintiff, the Class Members, and the Aggrieved Employees, on the one hand, and Defendant, on the other, with respect to settlement of the Actions, and supersedes all prior oral or written understandings on that subject. The Parties recognize Civil Code section 1625 and Code of Civil Procedure section 1856, subdivision (a), and agree that no extrinsic oral or written representations shall modify, vary, or contradict the terms of this Agreement.

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76. Execution in Counterparts. This Agreement may be signed in one or more counterparts, including by DocuSign, facsimile, or e-mail, each of which shall be as legally binding and enforceable as the original.

77. Captions. The captions, section numbers, and paragraph numbers in this Agreement are for convenience only and do not define, limit, construe, or describe the scope or intent of any provision.

78. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law principles.

79. Reservation of Jurisdiction. Notwithstanding dismissal of the Actions and entry of the Final Order and Judgment, the Court shall retain jurisdiction to interpret and enforce this Agreement pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

80. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party merely because it may have been prepared by counsel for one of the Parties.

81. Representations and Warranties. Class Counsel and Named Plaintiff represent and warrant to Defendant that they are not aware of any attorneys, other than Class Counsel, who have claims for fees arising out of the Actions or the Settlement.

82. Authorization to Act. Each Party covenants and warrants that it has full power and authority to enter into and consummate this Agreement, and that the person executing this Agreement on its behalf has full authority to bind that Party to its terms.

83. Representation by Counsel. The Parties acknowledge that each has been represented by counsel throughout the negotiations preceding execution of this Agreement, and that this Agreement is executed with the consent and advice of counsel. Named Plaintiff and Class Counsel warrant that there are no liens against the Settlement, and that following entry of the Final Order and Judgment, the Settlement Administrator may distribute funds as provided in this Agreement.

84. Representation by Named Plaintiff. Named Plaintiff agrees not to request exclusion from the Class and not to object to any term of this Agreement. Any such request or objection by Named Plaintiff shall be void and of no force or effect.

85. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved Employee, Class Counsel, or other attorney acting on their behalf may recover or seek to recover any fees, costs, or disbursements arising from the Actions or the Gross Settlement Amount from the Released Parties, except as expressly provided in this Agreement.

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86. No Reliance on Representations. The Parties have made such investigation of the facts and law as they deem necessary and have not relied on any statement, promise, or representation by any other Party or its agents, employees, attorneys, or representatives, except as expressly set forth in this Agreement.

87. No Collateral Attack. This Agreement shall not be subject to collateral attack by any Class Member or recipient of the Class Notice after entry of the Final Order and Judgment, including any claim that the Class Member failed to receive timely notice of the procedures for disputing workweeks or opting out of the Settlement.

IT IS SO AGREED:

PLAINTIFF KYLE SCONCE

Dated: 9/29/2026

By: DocuSigned by: _____
52DD2AAB73844DE...
Kyle Sconce
Named Plaintiff

Dated: October 2, 2026

DEFENDANT THE HERTZ CORPORATION

By: Signed by: _____
A6327271919746S...

Title: Deputy General Counsel, Senior Vice President

APPROVED AS TO FORM ONLY:

Dated: 09/29/2026

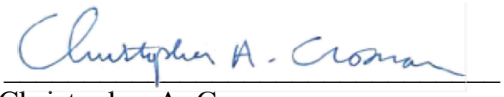
JAMES HAWKINS APLC

By: _____
Gregory Mauro
Attorney for Plaintiffs

Dated: October 2, 2026

Docusign Envelope ID: E64309E3-1AC9-839F-81F4-ED6278AC983A

SEYFARTH SHAW LLP

By: 

Christopher A. Crosman
Attorney for Defendant

EXHIBIT A

NOTICE OF CALIFORNIA CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

KYLE SCONCE v. THE HERTZ CORPORATION, et al.
Superior Court of the State of California for the County of San Joaquin
Case No. STK-CV-UOE-6305

If you were employed by THE HERTZ CORPORATION as a non-exempt hourly employee who performed work in the State of California at any time during the Class Period of June 30, 2021, through November 13, 2026, you could be a Class Member and receive a payment from a proposed class action settlement. (Hereinafter, "Class Members").

You are not being sued. Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court for the County of San Joaquin (the **"Court"**) has preliminarily approved a class and representative action lawsuit, upon the terms set forth in the Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims (**"Settlement"** or **"Settlement Agreement"**), that may affect your legal rights. The proposed Settlement resolves as lawsuit pending in the Court entitled *KYLE SCONCE v. THE HERTZ CORPORATION, et al.,* Case No. STK-CV-UOE-6305 ("**Action**" or "**Lawsuit**"), filed by KYLE SCONCE ("**Plaintiff**") against THE HERTZ CORPORATION ("**Defendant**").

You are receiving this Notice because you have been identified by DEFENDANT as a Class Member, defined as follows:

> **All current and former non-exempt hourly employees of THE HERTZ CORPORATION who performed work in the State of California at any time during the Class Period of June 30, 2021, through November 13, 2026.**

- This Lawsuit is based on various allegations, including but not limited to, Plaintiff's claims of Defendant's: (1) failure to pay wages, including overtime, in violation of Labor Code §§ 510 and 1194; (2) failure to provide meal periods in violation of Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (3) failure to provide rest periods in violation of Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (4) failure to pay reporting time pay; (5) failure to timely pay wages upon separation of employment in violation of Labor Code § 203; (6) failure to timely pay wages during employment in violation of Labor Code § 204; (7) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (8) failure to indemnify necessary business expenses in violation of Labor Code § 2802; (9) unauthorized deduction of wages in violation of Labor Code §§ 221-224; (10) violation of Labor Code § 2751 (commission contracts); and (11) violation of Business and Professions Code § 17200, et seq. The PAGA Action seeks civil penalties under PAGA for the same and related alleged Labor Code violations Depending on your dates of employment, you may qualify for recovery under those claims as part of this Settlement to the extent the Court grants final approval of this Settlement.
- The Settlement provides cash payments to Class Members who worked in California, based on their number of workweeks of employment by DEFENDANT from June 30, 2021, through November 13, 2026**.** (the **"Class Period"**). DEFENDANT's records reflect you worked **[[Individual Workweeks]]** workweeks during the Class Period. Based on this information, if the Court grants final approval of the Settlement, your Individual Settlement Payment is estimated to be **$[[Individual Class Payment]]** (less any applicable state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as whether there are any workweek adjustments for Class Members.

- To the extent the Court grants final approval of the Settlement, the Settlement also provides for additional cash payments to individuals who worked for DEFENDANT as non-exempt employees in California at any time from April 12, 2022, through November 13, 2026**.** (the **"Aggrieved Employees"** during the **"PAGA Period"**), based on the number of weeks each PAGA Group Member worked during the PAGA Period.
    - [IF APPLICABLE] You have been identified as a PAGA Group Member and DEFENDANT's records reflect you worked **[[PAGA Workweeks]]** workweeks during the PAGA Period. Based on this information, if the Court grants final approval of the Settlement, your PAGA Settlement Payment is estimated to be **$[[PAGA Settlement Payment]].**
- DEFENDANT denies Plaintiff's contentions and maintains it has fully complied with the law. By entering into this settlement, DEFENDANT in no way admits any violation of law or any liability whatsoever to Plaintiff or Class Members, individually or collectively, and expressly denies all such liability.
- Plaintiff and DEFENDANT have reached this settlement in light of all known facts and circumstances—including the risks of significant delay and uncertainty associated with litigation, various defenses asserted by DEFENDANT, and numerous potential appellate issues—with the assistance of an experienced mediator knowledgeable of both the wage and hour laws and class and representative claims at issue.

THIS NOTICE IS NOT TO BE UNDERSTOOD OR VIEWED AS AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS ASSERTED BY PLAINTIFF OR DEFENSES ASSERTED BY DEFENDANT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Settlement Payment related to the Released Class Claims if the Court grants final approval of the Settlement. In such case, you will be bound by the Released Class Claims in the Settlement and release your claims in exchange for compensation.
OPT OUT	You may opt out of the Released Class Claims in the Settlement by submitting a Request for Exclusion form as explained below. If you opt out, you cannot object to the Settlement, you will not receive an Individual Settlement Payment related to the Released Class Claims, and you shall not be bound by the Released Class Claims in the Settlement. However, regardless if you choose to opt out, to the extent the Court grants final approval of the settlement and you worked within the PAGA Period identified above, you will still be sent a Settlement Check associated with those claims, as more fully described below.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the Settlement despite your objection, you will remain eligible to automatically receive an Individual Settlement Payment and you will be bound by the Released Class Claims. However, you can only file an objection if you do not opt out of the Settlement.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. **10B** of the San Joaquin Superior Court, located at 180 E Weber Ave,

Stockton, CA 95202. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. Why Did I Receive This Notice And What Is This Lawsuit About?

You received this Notice because DEFENDANT's records show that you are a Class Member included in this Lawsuit by virtue of your employment with DEFENDANT. On _____, the Settlement was preliminarily approved by the Court in this Lawsuit. The Court in this Lawsuit ordered that this Class Notice be mailed to you and all other Class Members to notify you of the terms of the proposed Settlement so that you may make appropriate decisions, and to notify you of your rights to share in the proposed Settlement in this Lawsuit. This Class Notice does not express any opinion by the Court regarding the merits of any claims or defenses asserted by any party in the Lawsuit.

The terms of the Settlement are set forth in detail in the Settlement Agreement. You may obtain a copy of the Settlement Agreement from the neutral third-party appointed by the Court to administer the settlement (the **"Settlement Administrator"**). Details about how to get additional information about the Settlement Agreement are provided at the end of this Class Notice.

The Lawsuit is brought by Plaintiff, individually and on behalf of other individuals, alleging, among other things, that that DEFENDANT: (1) failure to pay wages, including overtime, in violation of Labor Code §§ 510 and 1194; (2) failure to provide meal periods in violation of Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (3) failure to provide rest periods in violation of Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (4) failure to pay reporting time pay; (5) failure to timely pay wages upon separation of employment in violation of Labor Code § 203; (6) failure to timely pay wages during employment in violation of Labor Code § 204; (7) failure to provide accurate itemized wage statements in violation of Labor Code § 226; (8) failure to indemnify necessary business expenses in violation of Labor Code § 2802; (9) unauthorized deduction of wages in violation of Labor Code §§ 221-224; (10) violation of Labor Code § 2751 (commission contracts); and (11) violation of Business and Professions Code § 17200, et seq. Plaintiff is represented by James Hawkins, APLC (**"Class Counsel"**).

DEFENDANT denies the allegations and denies that it owes money to Plaintiff, the Aggrieved Employees, or the Class Members for any of the alleged claims. DEFENDANT expressly denies any and all charges of wrongdoing or liability arising out of the acts, omissions, facts, matters, transactions, or occurrences alleged, or that could have been alleged, in the Lawsuit. DEFENDANT contends that it has complied with applicable state, municipal, and federal laws, statutes, ordinances, regulations, common law, and wage orders. DEFENDANT has raised numerous defenses to Plaintiff's claims and those defenses could significantly reduce or even eliminate any liability or damages owed to the Class Members.

The parties participated in a mediation with a respected mediator. After significant investigation and research into the facts and circumstances underlying the issues raised in the Lawsuit and with the aid of the mediator, the parties agreed to settle the Lawsuit, which was approved by the Court, upon the terms set forth in the Settlement Agreement. The Court did not decide in favor of Plaintiff or DEFENDANT and there was no trial.

The Settlement Agreement represents a compromise of highly disputed claims. DEFENDANT, by settling the Lawsuit, does not admit, concede, or imply any fault, wrongdoing, or liability. Plaintiff and DEFENDANT, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is appropriate. Counsel for Plaintiff and the Class Members believe that the proposed Settlement is fair, adequate, and reasonable and in the best interests of the Class Members.

2. What Are the Settlement Terms?

As a part of the Settlement, which includes the California Class Action and PAGA Settlement, DEFENDANT has agreed to pay the amount of $630,000.00 ("**Gross Settlement Amount**").

At the Final Approval Hearing, the Plaintiff, through Class Counsel, will ask the Court to approve the Gross Settlement Sum, including authorizing: (1) all Settlement Payments to Settlement Class Members, (2) the amount of up to $15,000 for Plaintiff's services as the representative of the Settlement Class Members ("**Enhancement Award**"); (3) the amount of up to 35% in attorneys' fees (i.e., an amount not to exceed $220,500.00) and the amount of up to $70,000 in litigation costs and expenses to Class Counsel ("**Attorneys' Fees and Costs**"); (4) reasonable settlement administration costs, up to $12,000 ("**Settlement Administration Costs**"); and (5) $31,500 to the California Labor and Workforce Development Agency for the PAGA Amount, 35% of which will be distributed to the Aggrieved Employees ("**PAGA Settlement Payment**"). Defendant's share of applicable payroll taxes will be paid by Defendant separately.

The Gross Settlement Sum minus the Enhancement Award, Attorneys' Fees and Costs, Individual PAGA Amount, and the Settlement Administration Costs, is referred to as the "**Net Settlement Fund.**" Payments to the Settlement Class Members will be allocated based on the number of workweeks each individual worked during the Class Period, on a pro-rata basis. Likewise, all non-exempt employees who worked in California during the PAGA Period ("Aggrieved Employees") will receive a pro rata portion of the Individual PAGA Amount based on the number of workweeks each individual worked during the PAGA Period. Partial weeks will be counted as full weeks.

The Class Settlement Fund shall be allocated under the following formula:

1. Distribution of Class Settlement Fund

The amount of the Class Settlement Fund each Settlement Class Member can receive will be determined based upon the number of workweeks worked during the Class Period. The Settlement Administrator will calculate Individual Settlement Payments by (1) dividing the Class Settlement Fund by the total number of workweeks worked by all Settlement Class Members, and then (2) multiplying the result by the number of workweeks worked by each respective Settlement Class Member.

a. Individual Class Payments

Each Class Member who does not timely and properly opt out of the Settlement ("Settlement Class Members") will be entitled to receive a portion of the Class Settlement Amount based on the formula above ("Individual Settlement Payments"). The Settlement Administrator will calculate Individual Settlement Payments for all Settlement Class Members.

b. Undeliverable or Uncashed Checks

If a Participating Class Member's or Aggrieved Employee's check is returned to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to remail it to the Participating Class Member or Aggrieved Employee at the correct address. It is expressly understood and agreed that the checks for the Individual Settlement Payments, including the Individual PAGA Amounts, will become void and no longer available if not cashed within 180 calendar days after mailing. The funds from uncashed and voided checks will be transferred to

the State of California's Unclaimed Property Fund in the name of the Participating Class Member/Aggrieved Employee.

2. Attorneys' Fees and Costs Award

You do not need to pay individually any portion of Class Counsel's Attorneys' Fees and Costs. Any payments for those Attorneys' Fees and Costs will be deducted from the Gross Settlement Sum. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of up to 35% of the Gross Settlement Sum (or $220,500.00) and costs in the amount of up to $70,000.00.

The Court's approval of an Attorneys' Fees and Costs Award is not a material term of the settlement. If the Court does not approve or approves only a lesser amount than requested by Class Counsel for an Attorneys' Fees and Costs Award, the other terms of the settlement shall apply. The Court's refusal to approve the Attorneys' Fees and Costs Award requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the Settlement. Any amount of an Attorneys' Fees and Costs Award requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

3. Enhancement Awards

Class Counsel intends to request that the Court approve an Enhancement Award for Plaintiff in the total amount of up to $15,000. Plaintiff's Enhancement Award is in addition to Plaintiff's Individual Settlement Payment.

The Court's approval of Plaintiff's Enhancement Award is not a material term of the settlement. If the Court does not approve or approves only a lesser amount than requested by Class Counsel for Plaintiff's Enhancement Award, the other terms of the settlement shall apply. The Court's refusal to approve Plaintiff's Enhancement Award requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the Settlement. Any amount of Plaintiff's Enhancement Award requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

4. Settlement Administration Costs

Class Counsel intends to request that the Court approve Settlement Administration Costs of up to $12,000.00, payable to the Settlement Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments or reporting, and calculating and distributing settlement payments. Any amount of Settlement Administration Costs requested by Class Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

5. PAGA Amount

Class Counsel intends to request that the Court allocate $31,500.00 to the PAGA Amount out of the Gross Settlement Sum, and approve an LWDA Payment of $23,625.00 (or 75% of the PAGA Amount) to the State of California Labor and Workforce Development Agency ("LWDA"), and the remaining $7,875.00 (or 25% of the PAGA Amount) for a payment to the Aggrieved Employees ("Individual PAGA Amount"). Any amount of the PAGA Amount requested by Plaintiff but not approved by the Court shall be allocated to the Net Settlement Amount.

6. All Payments Subject to Court Approval

All of the payments listed above will be made if and only if the Court grants final approval of the settlement. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

In exchange for your Individual Settlement Payment, you will be treated as a Settlement Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by [[Response Deadline]] (**"Response Deadline"**).

After the judgment is final and DEFENDANT has fully funded the settlement, Participating Class Members will be legally barred from asserting against Defendant The Hertz Corporation and each of its subsidiaries, affiliates, shareholders, owners, members, agents, officers, predecessors, successors, and assigns (collectively, the **"Released Parties"**) from any of the claims released under the Settlement (**"Released Claims"**), as follows:

any and all claims, actions, or causes of action against Defendant and the other Released Parties (a) that are alleged in the operative complaint; and/or (b) that could have been alleged in the operative complaint based upon or arising out of the same facts, transactions, or occurrences alleged therein, except claims under PAGA. The Released Claims exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and FEHA-related claims for retaliation, discrimination, or harassment, and any claims outside the Class Period.

6. How Can I Correct The Number of Workweeks Attributed To Me?

You have until the Response Deadline to correct or challenge the number of workweeks attributed to you in this Notice. You can submit your challenge by signing and sending a letter to the Settlement Administrator via mail or email to the Settlement Administrator at the following address:

Settlement Administrator:

[ ]

The Settlement Administrator will accept DEFENDANT's calculation of workweeks as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

7. How Will I Get Paid?

The Settlement Administrator will send, by U.S. mail, a single check to every Settlement Class Member following the Effective Date of this Settlement. Your check will be sent to the same address as this Notice. If you change your address, notify the Settlement Administrator as soon as possible.

8. What If I Lose My Settlement Check or Fail To Cash It?

If you lose or misplace your Settlement Check, the Settlement Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your

name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

9. How Do I Opt Out of the Class Settlement?

If you do not want to participate in the Class Settlement, you may opt out of the Class Settlement. If you opt out of the Class Settlement, you may not object to the Class Settlement, shall not receive any Individual Settlement Payment, and shall not be bound by the Released Class Claims in the Settlement Agreement. However, notwithstanding your decision to opt out, if the Court grants final approval of the Settlement and you otherwise qualify to participate in the Settlement as it pertains to the PAGA claims, you will still receive a Settlement Check in the mail associated with those claims, and you may not opt out of an approved PAGA settlement.

In order to opt out, you MUST express your desire to be excluded from the Class Settlement by taking the steps below. Failure to do so will be deemed a waiver of your request to opt out of the settlement, and you will be bound by the Released Class Claims:

(1) You must mail a written statement to the Settlement Administrator listed above.

(2) The written statement MUST include: your name, address, telephone number, the last four digits of your Social Security number, and the case name and number.

(3) The written statement must state in substance, "I wish to opt out of the settlement in the lawsuit *Kyle Sconce v. The Hertz Corporation*, Case No. STK-CV-UOE-6305

(4) The written statement must be postmarked by the Response Deadline, 60 days after mailing or 45 days after remailing, whichever is later.

This can be accomplished by mailing to the Settlement Administrator a "Request for Exclusion." You may use the attached "Request for Exclusion" form. Any such Request for Exclusion must be postmarked by the Response Deadline.

Any Request for Exclusion that does not include all required information or that is not submitted timely will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your objection will be valid and be deemed to invalidate the Request for Exclusion.

Any Class Member who validly requests to be excluded from the Settlement will not be a Settlement Class Member and will not receive an Individual Payment for the release of the Released Class Claims. Notwithstanding, should the Court grant final approval of the Settlement and you are a PAGA Group Member, you will still receive a settlement payment associated with the resolution of the PAGA claims in this Lawsuit and you will be bound by the Released PAGA Claims.

10. How Do I Object to the Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will receive your Individual Settlement Payment automatically if the Court grants final approval of the Settlement.

However, if you want to object to the Settlement, you must take the steps below. Failure to do so will be deemed a waiver of any objections, and you may not be permitted to appear at the final approval hearing before the Court:

(1) You must mail a written statement to the Settlement Administrator listed above.

(2) The written statement MUST include: your name, address, telephone number, last four digits of your Social Security number, and the basis for your objection along with copies of any papers, briefs, or other documents upon which the objection is based.

(3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.

(4) The written statement must be postmarked by 60 calendar days after the initial mailing of Class Notice.

If you fail to make an objection in the manner specified above, you shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to this settlement.

If you submit an objection, you will be bound by the Settlement if it is finally approved. If you do not want to be bound by the Settlement if finally approved, you must opt out of the settlement.

11. Can I Attend the Final Approval Hearing?

You may, but are not required to, attend the Final Approval Hearing on [[Final Approval Hearing Date]] at [[Final Approval Hearing Time]] in Dept. 10B of the San Joaquin Superior Court, located at 180 E Weber Ave, Stockton, CA 95202**. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Sum will be paid to the LWDA, Class Counsel, the Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and defense counsel before making a decision.**

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Settlement Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you intend to appear.

12. How Can I Get More Information?

The Settlement Agreement sets forth everything DEFENDANT and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement or any other Settlement documents is to go to the Court's website, access the Register of Actions, and search for the case using the case number at the top of this notice. You can also contact the Settlement Administrator (_____, contact information above), or Class Counsel at the address below:

Class Counsel:
JAMES HAWKINS APLC
James Hawkins, Esq.
Gregory Mauro, Esq.
9880 Research Dr., Irvine, CA 92618
Office: (949) 387-7200

Fax: (949) 387-6676
www.jameshawkinsaplc.com

PLEASE DO NOT CALL THE COURT, CLERK OF THE COURT, JUDGE, THE COMPANY, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES FOR INFORMATION REGARDING THE SETTLEMENT

Request for Exclusion Form

KYLE SCONCE v. THE HERTZ CORPORATION
Superior Court of the State of California for the County of San Joaquin
Case No. STK-CV-UOE-6305

By signing and returning this form, I confirm that I do not want to be included in the Settlement or receive a settlement check in the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any payments related to the class action claims in this Settlement. To "opt out," this form must be postmarked no later than [[Response Deadline]] and mailed via U.S. Mail to the following address:

[ ]

I confirm I have reviewed the Notice of Class Action Settlement. I have decided to be excluded from the class and **not** participate in the proposed class action settlement or receive an individual settlement check I am otherwise entitled to receive.

Dated: _____

_____
(Signature)

_____
(Last Four Digits of SSN)

_____
(Type or print name and former name(s))

_____
(Telephone Number)

_____
(Address)

EXHIBIT 2

Docusign Envelope ID: 3C9B6625-FA66-8932-804B-0BEF4A3B30FE

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff KYLE SCONCE,
individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

KYLE SCONCE, individually and on behalf of the general public as private attorney general,

Plaintiff,

vs.

THE HERTZ CORPORATION, a Delaware Corporation and DOES 1-50, inclusive,

Defendant.

Case No. STK-CV-UOE-2023-6305
DEPT: 10B

AMENDMENT NO.1 TO SETTLEMENT AGREEMENT

Docusign Envelope ID: 3C9B6625-FA66-8932-804B-0BEF4A3B30FE

AMENDMENT NO.1 TO SETTLEMENT AGREEMENT

Plaintiff KYLE SCONCE ("Plaintiff") and Defendant The HERTZ CORPORATION ("Defendant") (together, the "Parties") pursuant to Paragraph 71 of the SETTLEMENT AGREEMENT AND STIPULATION TO RESOLVE CLASS ACTION AND PAGA CLAIMS entered into on or around October 2, 2026 ("Agreement"), hereby agree to amend the terms of the Agreement, as stated herein. Other than as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect.

Agreement Revisions

The following paragraphs of the Agreement are replaced or otherwise modified as follows:

1. Paragraph 4 now reads: "Attorneys' Fees and Costs" means the amount authorized by the Court for: (i) an award of attorneys' fees to Class Counsel for litigation and resolution of the matter, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $220,500.00); and (ii) reimbursement of actual, reasonable out-of-pocket costs incurred by Class Counsel in connection with the Actions, in an amount not to exceed $70,000.00, subject to Court approval.

2. Paragraph 52 now states:

Subject to final Court approval and the conditions specified in this Agreement, Defendant agrees to pay a non-reversionary Gross Settlement Amount of $630,000.00, plus applicable Employer's Taxes paid separately. The Gross Settlement Amount includes, but is not limited to, payments to Participating Class Members, Attorneys' Fees and Costs, the Enhancement Award, the PAGA Amount, and Settlement Administration Costs. Except as set forth in Paragraph 53, Defendant shall not be required to pay any amount over $630,000.00 (exclusive of Employer's Taxes) for this Settlement. The following table summarizes the intended allocation of the Gross Settlement Amount:

Gross Settlement Amount of $630,000.00, Allocated As Follows:

PAGA Amount of $31,500.00 (5% of the GSA)

- o $23,625.00 for the LWDA Payment
- o $7,875.00 for payments to Aggrieved Employees on a pro rata basis (i.e., Individual PAGA Payment)

- Class Counsel Attorneys' Fees not to exceed $220,500.00
- Class Counsel Costs not to exceed $70,000.00

Docusign Envelope ID: 3C9B6625-FA66-8932-804B-0BEF4A3B30FE

- Up to $15,000.00 for an Enhancement Award for Named Plaintiff
- Settlement Administration Costs not to exceed $12,000.00 (payable to ILYM Group, Inc.)
- Remainder paid to Class Members on a pro rata basis (i.e., Participating Class Member Payment)

3. Paragraph 54(a) is replaced with the following:

Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $220,500.00, unless adjusted pursuant to Paragraph 53), and reimbursement of actual, reasonable out-of-pocket costs not to exceed $70,000.00. Defendant will not oppose such applications, consistent with the Mediator's Proposal. These fees and costs are included in, and shall be paid from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded. If the Court awards a lower amount than requested, the difference will become part of the Net Class Settlement Amount distributed to Participating Class Members and shall not be grounds to invalidate or terminate this Agreement.

PLAINTIFF KYLE SCONCE

Dated: 10/27/2026

By: DocuSigned by: 52DD2AAB73844DE...
Kyle Sconce
Named Plaintiff

Dated: _____

DEFENDANT THE HERTZ CORPORATION

By: _____

Title: _____

Docusign Envelope ID: 98415A4D-FF7D-859E-8118-DF42EDCFB453

- Up to $15,000.00 for an Enhancement Award for Named Plaintiff
- Settlement Administration Costs not to exceed $12,000.00 (payable to ILYM Group, Inc.)
- Remainder paid to Class Members on a pro rata basis (i.e., Participating Class Member Payment)

3. Paragraph 54(a) is replaced with the following:

Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $220,500.00, unless adjusted pursuant to Paragraph 53), and reimbursement of actual, reasonable out-of-pocket costs not to exceed $70,000.00. Defendant will not oppose such applications, consistent with the Mediator's Proposal. These fees and costs are included in, and shall be paid from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded. If the Court awards a lower amount than requested, the difference will become part of the Net Class Settlement Amount distributed to Participating Class Members and shall not be grounds to invalidate or terminate this Agreement.

PLAINTIFF KYLE SCONCE

Dated: _____

By: _____
Kyle Sconce
Named Plaintiff

Dated: _____

DEFENDANT THE HERTZ CORPORATION

By: Signed by: Melissa O'Boyle F7CD1B9CB5844DA...

Title: Vice President

Docusign Envelope ID: 3C9B6625-FA66-8932-804B-0BEF4A3B30FE

Dated: 10/27/26

JAMES HAWKINS APLC

By: _____
Gregory Mauro
Attorney for Kyle Sconce

Dated: _____

SEYFARTH SHAW LLP

By: _____
Christopher A. Crosman
Attorney for Defendant

Docusign Envelope ID: 98415A4D-FF7D-859E-8118-DF42EDCFB453

Dated: _____

JAMES HAWKINS APLC

By: _____
Gregory Mauro
Attorney for Kyle Sconce

Dated: _10-27-26_____

SEYFARTH SHAW LLP

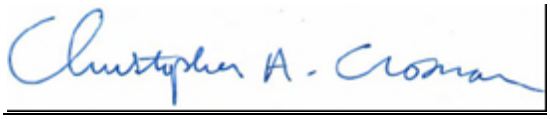
By: 
Christopher A. Crosman
Attorney for Defendant

EXHIBIT 3

The Hertz Corporation -Kyle Sconce v.

Open + Add tags

Edit matter

.

Activities

Add entry

All Time Expense Fixed fee MM/DD/YYYY – MM/DD/YYYY Filter by keywo Columns Filters

	Actions	Qty	Description	R...	Billable	Date	Invoice status
☐	Edit	1.00	EXA- IN#18947 CK#3153	$... U...	$10,802.50 USD	08/26/2026	Unbilled
					$10,802.50 USD -h		

1–1 of 1 Expand rows Export

The Hertz Corporation PAGA -Kyle Sconce v.

Open + Add tags

Edit matter

.

Activities

Add entry

All Time Expense Fixed fee MM/DD/YYYY – MM/DD/YYYY Filter by keywo Columns Filters

Actions	Qty	Description	R...	Billable	Date	Invoice status
Edit	1.00	LDS - Court Filing - Stip and Proposed Order Granting Leave of court to File FAC IN# 15781873	$... U...	$220.00 USD	09/11/2026	Unbilled
				$220.00 USD -h		

1–1 of 1 Expand rows Export

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 09/28/2026**
Client: **KYLESCONCE - Kyle Sconce**
Matter: **THE HERTZ PAGA - The Hertz Corporation PAGA -Kyle Sconce v.**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
	Balance Forward:		$0.00						
06/19/2023	FST	First Legal Network - Filing - S&C, Initial Docs IN# 30240914	$1,701.01		Unbilled				
07/31/2023	FST	First Legal Network - Process Serve - PAGA Complaint and Initial Docs IN# 30244254	$166.12		Unbilled				
08/02/2023	FST	First Legal Network - Filing - Proof of Service IN# 30248438	$110.91		Unbilled				
05/28/2024	FST	First Legal Network - Filing - Joint Stip & Proposed Order IN# 30283542	$137.09		Unbilled				
04/03/2025	LDS	Legal Document Server - Court Filing - CM Statement IN# 11660221	$120.00		Unbilled				
		Total:	$2,235.13	$0.00					
		Balance:	$2,235.13						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description		Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - - - - - - - - - - - - - - -			**$0.00**							
Total Fees Unbilled : - - - - - - - - - - - - - - - -			**$0.00**							
Total Fees Received : - - - - - - - - - - - - - - - -			**$0.00**							
Total Soft Cost Billed : - - - - - - - - - - - - - -			**$0.00**							
Total Soft Cost Unbilled : - - - - - - - - - - -			**$0.00**							
Total Soft Cost Received : - - - - - - - - - - -			**$0.00**							
Total Hard Cost Billed : - - - - - - - - - - - - -			**$0.00**							
Total Hard Cost Unbilled : - - - - - - - - - - -			**$2,235.13**							
Total Hard Cost Received : - - - - - - - - - - -			**$0.00**							
Total Taxes Billed : - - - - - - - - - - - - - - - - -			**$0.00**							
Total Taxes Unbilled : - - - - - - - - - - - - - - -			**$0.00**							
Total Taxes Received : - - - - - - - - - - - - - - -			**$0.00**							
Total Late Charges Billed : - - - - - - - - -			**$0.00**							
Total Late Charges Unbilled: - - - - - - - -			**$0.00**							
Total Late Charges Received : - - - - - - - -			**$0.00**							
Trust Balance: - - - - - - - - - - - - - - - - - - -			**$0.00**							

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 09/28/2026**
Client: **KYLESCONCE - Kyle Sconce**
Matter: **THEHERTZCORPORA - The Hertz Corporation -Kyle Sconce v.**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
	Balance Forward:		$0.00						
04/12/2023	FIL	Filing Fee - LWDA Filing Fee	$75.00		Unbilled				
04/12/2023	POS	Postage - 04.12.23 Crs to agents re LWDA Filing via certified mail.	$9.48		Unbilled				
04/12/2023	FST	First Legal Network - Filing - S&C, Initial Docs IN#30233810	$1,728.41		Unbilled				
05/22/2023	FST	First Legal Network - Process Serve - S&C, Initial docs, Ntc IN# 30237327	$181.41		Unbilled				
05/23/2023	FST	First Legal Network - E-Filing - Proof of Service IN# 30237327	$35.75		Unbilled				
02/27/2024	MED	Mediation Services- CK#11558	$14,000.00		Unbilled				
05/15/2024	FST	First Legal Network - Filing - Joint Stip to Continue IN# 30283542	$145.59		Unbilled				
10/03/2024	EXA	Expert Analysis IN#12888 CK# 1220	$5,330.00		Unbilled				
10/14/2024	LDS	Legal Document Server - Filing - Joint Report and Request to Vacate Oct 24 2024 hearing Proposed Order IN# 10555266	$140.00		Unbilled				
10/16/2024	LDS	Legal Document Server - Filing - Joint report and Reqeust to Vacate Oct 30, 2024, hearing Proposed Order IN# 10588359	$140.00		Unbilled				
03/14/2025	POS	Postage - 03.14.25 Crs to client re contact via certified mail.	$9.64		Unbilled				
03/28/2025	LDS	Legal Document Server - Court Filing - CM Statement IN# 11626203	$120.00		Unbilled				
09/23/2025	LDS	Legal Document Server - Court Filing - CM Statement IN# 12933994	$200.00		Unbilled				
10/31/2025	EXA	Expert Analysis IN#16353 CK# 2383	$13,632.50		Unbilled				
11/06/2025	EXA	Expert- IN# 251020 CK# 2413	$4,000.00		Unbilled				
03/23/2026	EXA	Expert Analysis IN#17964 (Via QB)	$1,282.50		Unbilled				
04/10/2026	MED	Mediation Services IN#693570 CK#2790	$9,000.00		Unbilled				
		Total:	$50,030.28	$0.00					
		Balance:	$50,030.28						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description		Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - - - - - - - - - - - - - - -			**$0.00**							
Total Fees Unbilled : - - - - - - - - - - - - - - - -			**$0.00**							
Total Fees Received : - - - - - - - - - - - - - - - -			**$0.00**							
Total Soft Cost Billed : - - - - - - - - - - - - - -			**$0.00**							
Total Soft Cost Unbilled : - - - - - - - - - - -			**$0.00**							
Total Soft Cost Received : - - - - - - - - - - -			**$0.00**							
Total Hard Cost Billed : - - - - - - - - - - - - -			**$0.00**							
Total Hard Cost Unbilled : - - - - - - - - - - -			**$50,030.28**							
Total Hard Cost Received : - - - - - - - - - - -			**$0.00**							
Total Taxes Billed : - - - - - - - - - - - - - - - - -			**$0.00**							
Total Taxes Unbilled : - - - - - - - - - - - - - - -			**$0.00**							
Total Taxes Received : - - - - - - - - - - - - - - -			**$0.00**							
Total Late Charges Billed : - - - - - - - - -			**$0.00**							
Total Late Charges Unbilled: - - - - - - - -			**$0.00**							
Total Late Charges Received : - - - - - - - -			**$0.00**							
Trust Balance: - - - - - - - - - - - - - - - - - - -			**$0.00**							