

.CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND **CLASS NOTICE**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jaime Garcia (“Plaintiff”) and defendant Penske Truck Leasing Co., L.P. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Actions” collectively means the following complaints that were filed in California state court and any amendments thereto, which are captioned as: (1) *Jaime Garcia v. Penske Truck Leasing Co, L.P.*, Case No. 2:24-CV-01881-WBS-JDP, United States District Court, Central District of California, remanded to Superior Court of Yolo County, Case No. CV2024-1405 (the “Class Action”) and (2) *Jaime Garcia v. Penske Truck Leasing Co, L.P.*, Superior Court of Yolo County, Case No. CV2024-1831 (the “PAGA Action”).¹

1.2 “Settlement Administrator” or “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity that Plaintiff has selected to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employees” mean all current and former non-exempt employees employed by Defendant in the State of California at any time during the PAGA Period. No employee may opt out of being an Aggrieved Employee.

1.5 “Class” means all current and former employees employed by Defendant in the State of California during the Class Period who do not opt out of the Settlement.

1.6 “Class Counsel” means Moon Law Group P.C.

1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions, as approved by the Court.

1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Period Pay Periods.

1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member. Specifically, all persons who worked for Defendant in California as an hourly, nonexempt employee from April 6, 2022, to April 29, 2025.

¹ The Parties plan to file a stipulation to consolidate the Class Action and the PAGA Action, as described in Paragraph 2.17 herein.

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement. The Class Notice will contain an estimated individual settlement payment, dates of employment, how to opt-out of the settlement, and how to object to the settlement.

1.12 “Class Period” means April 6, 2022, through April 29, 2025.

1.13 “Class Period Workweek(s)” means any week during which a Class Member or Settlement Class Member performed compensable work for Defendant in California as a non-exempt employee for one day during the Class Period.

1.14 “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.15 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Actions and providing services in support of the Actions.

1.16 “Court” means the Superior Court of California, County of Yolo.

1.17 “Defendant” means named Defendant Penske Truck Leasing Co., L.P.

1.18 “Defense Counsel” means Ogletree Deakins, Nash, Smoak & Stewart, P.C.

1.19 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Gross Settlement Amount” means \$1,600,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Period Workweeks as set forth in Section 3.2.4 below.

1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Period Pay Periods.

1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment (including without limitation any penalties and interest payable thereon), Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 “Operative Complaint” means the Second Amended Complaint, attached as Attachment “A” hereto.

1.31 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.32 “PAGA Notice” means Plaintiff’s letter(s) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.34 “PAGA Period” means the period from June 4, 2023, through April 29, 2025.

1.35 “PAGA Period Pay Period(s)” means any pay period, occurring during the PAGA Period, during which an Aggrieved Employee performed any compensable work for Defendant in California as a non-exempt employee.

1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37 “Plaintiff” means Jaime Garcia, the named plaintiff in the Action.

1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39 “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40 “Released Class Claims” means all causes of action and factual and/or legal theories alleged in the Operative Complaint or reasonably could have been alleged based on the facts and/or legal theories contained in the Operative Complaint, including but not limited to all of the following claims for relief: (a) failure to pay all wages due (including, but not limited to, claims for minimum wages, straight time wages, overtime, time-and-a-half, double time, vacation or PTO payout, miscalculation or underpayment of the regular rate, miscalculation or underpayment of meal and/or rest premiums, miscalculation or underpayment of sick time/sick pay, split shifts, reporting time, seventh-consecutive day pay, off-the-clock work, donning and doffing, rounding time, preparation time, participation in mandatory training, clean-up time, organizational time, waiting time, security checks, walking and commuting time, and/or unlawful deductions from pay); (b) failure to provide, authorize or permit compliant meal periods or pay proper premiums in lieu thereof; (c) failure to provide, authorize or permit compliant rest breaks or pay proper premiums in lieu thereof; (d) failure to indemnify or reimburse for necessary business expenses, employee-incurred debts, debt collection, or losses incurred as a result of employment or in the consequence of performing required duties including use of personal cell phones, necessary tools and other equipment, maintenance of items, cost of lost/missing/stolen/ replacement items, training expenses, and associated costs with training such as food and lodging); (e) failure to timely pay final wages at termination; (f) failure to timely pay wages during employment; (g) failure to provide accurate itemized wage statements; (h) recordkeeping violations; (i) unfair business practices; (j) any other claims under the wage and hour laws pleaded in the Action; and (k) all damages, interest, attorneys’ fees and costs, and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the facts alleged in the Action, and the California Unfair Competition Law. The period of the release shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Class Period.

1.41 “Released PAGA Claims” means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), codified at Labor Code §§ 2698–2699.6, that were alleged in the Operative Complaint or in any PAGA notice(s) submitted to the California Labor and Workforce Development Agency (“LWDA”), or reasonably could have been alleged based on the facts and/or legal theories contained in the Operative Complaint or PAGA notice(s). These include, but are not limited to, civil penalties based on the following alleged violations: (a) failure to pay all wages due (including, but not limited to, claims for minimum wages, straight time wages, overtime, time-and-a-half, double time, vacation or PTO payout, miscalculation or underpayment of the regular rate, miscalculation or underpayment of meal and/or rest premiums, miscalculation or underpayment of sick time/sick pay, split shifts, reporting time, seventh-consecutive day pay, off-the-clock work, donning and doffing, rounding time, preparation time, participation in mandatory training, clean-up time, organizational time, waiting time, security checks, walking and commuting time, and/or unlawful deductions from pay); (b) failure to provide, authorize or permit compliant meal periods or pay proper premiums in lieu thereof; (c) failure to provide, authorize or permit compliant rest breaks or pay proper premiums in lieu thereof; (d) failure to indemnify or reimburse for necessary business expenses, employee-incurred debts, debt collection, or losses incurred as a result of employment or in the consequence of performing required duties including use of personal cell phones, necessary tools and other equipment,

maintenance of items, cost of lost/missing/stolen/ replacement items, training expenses, and associated costs with training such as food and lodging); (e) failure to timely pay final wages at termination; (f) failure to timely pay wages during employment; (g) failure to provide accurate itemized wage statements; and (h) recordkeeping violations. This release is limited to claims for civil penalties under PAGA that accrued during the PAGA period. The period of the release shall extend through the end of the PAGA Period as defined in the Settlement Agreement. The *res judicata* effect of the Judgment shall be limited to the scope of claims released under PAGA during the PAGA Period.

1.42 “Released Parties” means: the Defendant named by Plaintiff in his Complaint in this Action, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, benefit plans, and joint venturers.

1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and will be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator will have an additional 14 calendar days beyond the date the Response Deadline has expired. The timeliness of submitted Request for Exclusion Forms will be determined by valid postmark.

1.45 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

2. RECITALS.

Garcia Class Action

2.1 On June 4, 2024, Plaintiff Jaime Garcia filed a class action Complaint against Defendant in the Superior Court of the State of California, County of Yolo (the “Class Action”). Plaintiff asserted claims that Defendant:

- a. Failed to pay minimum wages in violation of Labor Code §§ 204, 1194, 1194.2, and 1197;
- b. Failed to pay overtime compensation in violation of in violation of Labor Code §§ 1194 and 1198;
- c. Failed to provide meal periods in violation of Labor Code §§ 226.7 and 512;
- d. Failure to authorize and permit rest periods in violation of Labor Code § 226.7;
- e. Failed to indemnify necessary business expenses in violation of Labor Code § 2802;
- f. Failed to timely pay final wages at termination in violation of Labor Code §§ 201 – 203;
- g. Failed to provide accurate itemized wage statements in violation of Labor

- Code § 226; and
- f. Violated California's Unfair Competition Law (Bus. & Prof. Code §§17200, *et seq.*)

- 2.2 On July 8, 2024, Defendant removed the Class Action to the United States District Court, Eastern District of California.
- 2.3 On July 15, 2024, Defendant filed a motion to dismiss the Class Action Complaint.
- 2.4 On August 8, 2024, Plaintiff filed a motion to remand the Class Action to state court.
- 2.5 On October 3, 2024, the United States District Court, Central District of California denied Plaintiff's motion to remand to state court and granted Defendant's motion to dismiss with respect to Plaintiff's first, second, third, and fourth claims, with leave to amend.
- 2.6 On October 23, 2024, Plaintiff filed a First Amended Class Action Complaint against Defendant that contained the same causes of action, but included additional factual allegations as requested by the United States District Court, Central District of California.
- 2.7 On November 6, 2024, Defendant filed an Answer.

Garcia PAGA Action

- 2.8 On July 22, 2024, Plaintiff filed a separate representative PAGA Complaint against Defendant in the Superior Court of the State of California, County of Yolo, on behalf of the State of California as private attorneys general (the "PAGA Action"). The PAGA Action asserted one cause of action for civil penalties pursuant to PAGA for violations of Labor Code.
- 2.9 On August 26, 2024, Defendant filed a demurrer to the PAGA Complaint in the PAGA Action, or in the alternative, motion to stay the PAGA Action pending the resolution of the Class Action.
- 2.10 On September 10, 2024, Plaintiff filed an opposition to Defendant's demurrer and motion to stay.
- 2.11 On November 7, 2024, the Superior Court of the State of California, County of Yolo overruled Defendant's demurrer to the PAGA Complaint in the PAGA Action and granted Defendant's motion to stay the PAGA Action.

Mediation

- 2.12 Prior to mediation, Plaintiff obtained, through both informal discovery, statistical data regarding the Aggrieved Employees and Class Members, payroll records, time records, and employment policies and records. 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*").

2.13 On January 29, 2025, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, Esq., a respected mediator of wage and hour representative and class actions.

2.14 Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.15 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Actions.

Consolidation and Settlement Approval

2.16 On February 13, 2025, the federal Court in the Class Action remanded the case back to the Superior Court of California, County of Yolo. Defendant reserves the right to challenge County of Yolo's jurisdiction again and remove the case back to E.D. Cal should the settlement not be approved. Plaintiff forgoes his right to challenge E.D. Cal's jurisdiction in the case of removal.

2.17 To effectuate the Settlement efficiently and before a single Court, the Parties have agreed, subject to Court approval: (1) to file a Second Amended Consolidated Complaint (identical to that attached hereto as Attachment "A") in the Class Action now pending in Yolo Court, which will incorporate all of the claims and Parties in all of the Actions under a single master caption; (2) to stay all of the Actions pending the Court's decision to grant or not grant final approval of the Settlement; (3) to seek approval of this Settlement before the Court; (4) in the event the Settlement is approved, to dismiss the Actions with prejudice; (4) in the event the Settlement not approved or the Judgment is not entered, the stay of the Actions will be lifted; and (5) in the event the Settlement is not approved or the Judgment is not entered, the Actions will then proceed in and based on the same claims and statutes of limitations as they existed immediately prior to the date of mediation (January 29, 2025).

2.18 This Settlement is conditioned on Plaintiff, before filing any motion seeking approval of the Settlement, successfully amending the then-existing complaint to conform with the Second Amended Complaint, a copy of which is attached hereto as Attachment "A." The Second Amended Complaint will include, among other allegations, the claims alleged in the PAGA Action. Immediately upon filing of the Second Amended Complaint, Plaintiff will voluntarily dismiss the PAGA Action with prejudice.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below

Defendant agrees to pay \$1,600,000.00 and no more as the Gross Settlement Amount (except as stated below in Paragraph 8 if the Escalator Clause is triggered) and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without any reversions to Defendant. Any amount not approved by the Court shall become part of the Net Settlement Amount for distribution to the Class Members and shall not be grounds to void or invalidate this Agreement.

3.1 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 to the Class Representative (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount in exchange for Plaintiff's service as Class Representative and a General Release of all claims against Defendant. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Even in the event that the Court reduces or does not approve the requested Class Representative Service Payment, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this Agreement, and it will remain binding.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$533,333.33 and a Class Counsel Litigation Expenses Payment equal to litigation costs and expenses according to proof and not to exceed \$35,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts and are supported by declaration(s). Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties will have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or

sharing of any of these Payments. Even in the event that the Court reduces or does not approve the requested Class Counsel Award and costs, Plaintiff and Plaintiff's Counsel shall not have the right to revoke the Agreement, and it will remain binding.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$21,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$21,750.00, the Administrator will allocate the remainder to the Net Settlement Amount. Even in the event that the Court reduces or does not approve the requested Administration Expenses Payment, Plaintiff and Plaintiff's Counsel shall not have the right to revoke the Agreement, and it will remain binding.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated as follows: (a) dividing the Net Settlement Amount allocated to the Class by the total number of Class Period Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Members Class Period Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). All Wage Portions will be subject to and reduced by mandatory payroll withholdings as calculated by the Settlement Administrator. The Settlement Administrator will issue IRS W-2 Forms for all Wage Portions. The Settlement Administrator will issue IRS 1099 Forms for all Non-Wage Portions. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Defendant and Defendant's counsel will have no responsibility for any tax consequences or obligations other than with respect to employer-side mandatory tax contributions on any payments allocated as wages. The Administrator shall be responsible for remitting to the tax authorities Defendant's and Participating Class Member's payroll taxes associated with all Wage Portions.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for reallocation and distribution to Participating Class Members.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment (\$75,000.00) and 25% allocated to the Individual PAGA Payments (\$25,000.00). Individual PAGA Payments will be made to all Aggrieved Employees, irrespective of whether they are Non-Participating Class Members.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA

Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of an amount different from the amount requested, the Administrator will allocate the difference to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimated at mediation that between April 6, 2022, and January 29, 2025, there were 168,665 workweeks in which Class Members recorded performing work as non-exempt hourly employees in California.

4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator. The Class Data will not be shared with Plaintiff and Class Counsel unless expressly approved by Defendant and Defense Counsel or if a Class Member requests that their personal data be shared with Class Counsel. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant will fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment will not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check will prominently state the date (not less

than 180 days after the date of mailing) when the check will be voided, which will be 180 days (hereinafter “Void Date”). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator will promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator will transmit the funds represented by such checks to the cy pres recipient Legal Aid at Work in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments will not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved, Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff and Plaintiff’s Counsel represent that they are not *currently* aware of any unalleged claims, facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the Operative Complaint in the Class Action. Plaintiff and Plaintiff’s Counsel will further represent that, other than the instant Actions, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum. Plaintiff and Plaintiff’s Counsel will further represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand and agree that the representations described in this paragraph are essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

5.2 Plaintiff's Release. In addition to releasing the Released Class Claims and Released PAGA Claims, Plaintiff and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agree to a general release of any and all claims, transactions, or occurrences against Released Parties—which will include without limitation any and all claims which in any way relate to Plaintiff's employment with Defendant, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Complaint or not, including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof (“Plaintiff's Release”). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release will be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff shall be bound by a complete section 1542 release and waiver of all claims known and unknown, without exception, except as may be prohibited by law. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.3 Release by Participating Class Members: All Settlement Class Members who do not opt out of the Settlement will be bound by a release of all Released Class Claims and causes of action falling within, that arise out of, or that could have been alleged as part of the definition of Released Class Claims. Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this Agreement, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims. The Parties understand and specifically agree that the scope of the release described in this Paragraph is a material part of the consideration for this Agreement; was critical in justifying the agreed upon economic value of this settlement and without it Defendant would not have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in Plaintiff's Complaint.

5.4 Release by Aggrieved Employees: All Aggrieved Employees (irrespective of whether they opt out of the Settlement, and irrespective of whether they receive any Class Payment) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims and causes of action falling within, that arise out of, or that could have been alleged as part of the definition of Released PAGA Claims. The release of Released PAGA Claims shall apply to Plaintiff, the Aggrieved Employees, the Labor & Workforce Development Agency, and the State of California during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and email to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; (vi) its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.2 Responsibilities of Counsel. Plaintiff’s Counsel agree that they will not file any documents relating to or seeking to effectuate this Settlement (including but not limited to papers relating to preliminary approval, final approval, or motions relating to attorneys’ fee awards) without providing copies of such documents to Defendant’s counsel at least five business days before the documents are filed with the Court and receiving Defendant’s approval to file. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and

Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. Plaintiff selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. Plaintiff, Plaintiff's counsel, Defendant, and Defendant's counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments.

7.2 Employer Identification Number. The Administrator will have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator will establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than five (5) business days after receipt of the Class Data, the Administrator will notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Class Period Workweeks, and PAGA Period Pay Periods.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail and via e-mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A and a return postage-paid envelope. The first page of the Class Notice will prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks and PAGA Period Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator will update Class Member addresses using the National Change of Address database. A reminder postcard will be mailed and e-mailed out 30 days after the Class Notice is sent to Class Members.

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator will re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not

provide a forwarding address, the Administrator will conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to workweeks, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Class Members who submit timely requests to opt out of the settlement will not participate in the settlement and will not be bound by the release of Released Class Claims, but will remain bound by the release of Released PAGA Claims. The Parties and their counsel agree not to take any action to encourage any Settlement Class Members to opt out of and/or object to the Settlement.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all

benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.3 and 5.4 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and will not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. However, because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment. Put differently, even if a Class Member opts out, they are still bound by PAGA Release (Paragraph 5.4 above) and receive PAGA Payment. All Settlement Class Members will be bound by the release of PAGA claims without any opportunity to opt out.

7.6 Challenges to Calculation of Workweeks. Each Class Member will have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks and PAGA Period Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator will promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel (with identifying information other than names redacted) and the Administrator's determination of the challenges. All workweek challenges will be resolved by the Administrator, with consultation with Defense Counsel and/or Class Counsel as appropriate. The Administrator's determination of each Class Member's allocation of Class Period Workweeks and/or PAGA Period Pay Periods will be final and not appealable or otherwise susceptible to challenge.

7.7 Objections to Settlement.

- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed). If a Participating Class Member submits both a Request for Exclusion and an Objection, the Objection shall be ignored, and the Request for Exclusion shall be deemed controlling.

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator will email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”), with personal information other than names not included; (b) the names of Class Members who have submitted invalid Requests for Exclusion, with personal information other than names not included; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid), with personal identifying information other than names redacted.

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek Challenges. The Administrator has the authority to address and make decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of workweeks. All workweek challenges will be resolved by the Administrator, with consultation with Defense Counsel and/or Class Counsel as appropriate. The Administrator’s decision will be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of

Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

As of January 29, 2025, Defendant estimated that between April 6, 2022, and January 29, 2025 (the "Extrapolated Period"), there were 168,665 workweeks in which Class Members recorded performing work as non-exempt hourly employees in California (the "Relevant Workweeks"). If, prior to the date of the Final Approval Order, the Parties agree or the Court finds that the actual number of Relevant Workweeks during the Extrapolated Period is more than ten percent (10%) above 168,665 (i.e., more than 185,532) Defendant will have the option to either: (a) increase the Maximum Settlement Amount by the percentage that the actual number of Relevant Workweeks exceeds 10% of the original estimate (e.g., if the total number of Relevant Workweeks is 11 % above the original estimate, the Maximum Settlement Amount would be increased by 1%); or, (b) shorten the Class Period so that there is no increase above the 10% threshold.

9. DEFENDANT'S RIGHT TO WITHDRAW.

Defendant maintains the right, in its sole discretion, to revoke the settlement and its stipulation to class certification prior to the final fairness hearing in the event that three percent (3%) or more of Settlement Class Members opt out of the settlement. The Parties agree that, if Defendant withdraws, the Settlement will be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 10 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel agree that they will not file any documents relating to or seeking to effectuate this Settlement (including but not limited to papers relating to preliminary approval, final approval, or motions relating to

attorneys' fee awards) without providing copies of such documents to Defendant's counsel at least five business days before the documents are filed with the Court and receiving Defendant's approval to file. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment will not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, following entry of the Final Order and Judgement, the Court shall retain jurisdiction under California Code of Civil Procedure section 664.6 with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith. The Court's jurisdiction in this regard will expire as of the date that all monies contemplated under the Settlement are distributed by the Settlement Administrator.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement will be null and void. The Parties will nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify

the Court's award of the Class Representative Service Payment or any payments to Class Counsel will not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Defendant expressly denies any liability. The Agreement shall not constitute an admission of liability or the accuracy of any allegation made by Plaintiff or her counsel. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. If the Court does not grant either preliminary or final approval of this settlement, the Parties stipulate that class certification will be revoked without prejudice. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality. Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the Agreement, including the fact of the Agreement, its terms or contents, and the negotiations underlying the Agreement, in any manner or form directly or indirectly, to any person or entity, except potential class members and as shall be contractually required to effectuate the terms of the Agreement. For the avoidance of doubt, this section means Plaintiff and Plaintiff's Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Agreement, including the fact of the Agreement, its terms or contents and the negotiations underlying the Agreement, except as shall be contractually required to effectuate the terms of the Agreement. However, for the limited purpose of allowing Plaintiff's Counsel to prove adequacy as class counsel in other actions, Plaintiff's Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

12.2.1 Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released

Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits will constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator for resolution.

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

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

12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. If the Court believes the fees, costs, Plaintiff's incentive award, or PAGA Payment should be modified, the other terms of the settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. A reduction to the fees, costs, or incentive award is not a ground for rescinding the settlement.

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

12.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard

to conflict of law principles.

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

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

12.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. If requested by Defendant after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff will destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

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

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

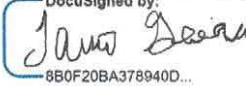
TO PLAINTIFF:	TO DEFENDANT:
Kane Moon Allen Feghali Lilit Ter-Astvatsatryan S. Emily Grams MOON LAW GROUP P.C. 725 South Figueroa Street, 31 st Floor Los Angeles, California 90017 Tel. 213-232-3128 Fax 213-232-3125	Evan R. Moses Matt J. Gagnon Noel M. Hernandez Sona P. Patel OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C. 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 Tel: 213-239-9800 Fax: 213-239-9045

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement will be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed

counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation for all Actions will be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process, beginning on the date of execution of this Agreement. The Parties agree to stay of all litigation and discovery deadlines pending settlement approval.

12.19 Plaintiff hereby represents that by _____, Plaintiff will provide notice of this Agreement and proposed settlement to the Labor Workforce Development Agency ("LWDA") as required by Labor Code Section 2699(l)(2).

PLAINTIFF	
Date: 5/21/2025	Docusigned by:  8B0F20BA378940D...
	Jaime Garcia

PENSKE TRUCK LEASING CO., L.P.	
Date: 5/21/2025	
	By: Lucy Anthony Its: VP & Asst. General Counsel

APPROVED AS TO FORM AND CONTENT:

COUNSEL FOR PLAINTIFF AND DEFENDANT	
Date: 5/21/2025	
	Kane Moon Allen Feghali Lilit Ter-Astvatsatryan S. Emily Grams MOON LAW GROUP P.C.

Date: 5/22/2025	
	Evan R. Moses Matt J. Gagnon Noel M. Hernandez Sona P. Patel OGLETREE, DEAKINS, NASH, SMOAK, & STEWART, P.C.

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

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

You may be eligible to receive money from a class action lawsuit ("Action") against Penske Truck Leasing Co., L.P. ("Defendant") for alleged wage and hour violations: *Jaime Garcia v. Penske Truck Leasing Co, L.P.*, Case No. CV2024-1405. The Action was filed by former employee Jaime Garcia ("Plaintiff") and seeks recovery of wages, reimbursements, and penalties for all persons who worked for Defendant in California as an hourly, non-exempt employee during the Class Period. **The "Class Period" is from April 6, 2022, through April 29, 2025.** Plaintiff also seeks penalties under the California Private Attorney General Act ("PAGA") for all persons who worked for Defendant in California as an hourly, non-exempt employee during the "PAGA Period," which is from **June 4, 2023 through April 29, 2025** (Aggrieved Employees").

The Court has not made any determination regarding the merits of the claims alleged. Defendant denies all of the allegations in the Action.

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

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is DATE	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by DATE	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on DATE. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by DATE	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by DATE. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges Defendant violated California labor laws by failing to pay all wages, pay overtime wages, provide compliant meal periods, provide complaint rest periods, provide accurate itemized wage statements, keep required records, failure to timely pay all wages during employment and upon separation of employment, reimburse business expenses, and violated California’s Unfair Competition Law. Plaintiff seeks PAGA penalties for: failure to pay all wages (including overtime wages), meal period violations, rest period violations, inaccurate wage statements, failure to timely pay all wages upon separation and during employment, failure to reimburse business expenses, and failure to maintain accurate records. Plaintiff is represented by following attorneys in the Action: Moon Law Group P.C. (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contend it complied with all applicable laws.

The Court has not yet made any decisions regarding the merits of the Action or the claims in the Action.

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

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

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

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

1. Defendant Will Pay \$1,600,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$533,333.33 (33.33% of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
- B. Up to \$10,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award

will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$21,750.00 to the Administrator for services administering the Settlement.
- D. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Defendant and Defendant's counsel will have no responsibility for any tax consequences or obligations other than with respect to employer-side mandatory tax contributions on any payments allocated as wages.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the cy pres recipient Legal Aid at Work in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Unclaimed Property Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, **Phoenix Class Action Administration Solutions** (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its related entities based on the claims resolved by this Settlement.

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

Released Class Claims: All Settlement Class Members who do not opt out of the Settlement will be bound by a release of all claims and causes of action falling within, that arise out of, or that could have been alleged as part of the definition of "Released Class Claims" (below). Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this Agreement, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims. The Parties understand and specifically agree that the scope of the release described in this Paragraph: is a material part of the consideration for this Agreement; was critical in justifying the agreed upon economic value of this settlement and without it Defendant would not have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in Plaintiffs' Complaint.

“Released Class Claims” means all causes of action and factual and/or legal theories alleged in the Operative Complaint or reasonably could have been alleged based on the facts and/or legal theories contained in the Operative Complaint, including but not limited to all of the following

claims for relief: (a) failure to pay all wages due (including, but not limited to, claims for minimum wages, straight time wages, overtime, time-and-a-half, double time, vacation or PTO payout, miscalculation or underpayment of the regular rate, miscalculation or underpayment of meal and/or rest premiums, miscalculation or underpayment of sick time/sick pay, split shifts, reporting time, seventh-consecutive day pay, off-the-clock work, donning and doffing, rounding time, preparation time, participation in mandatory training, clean-up time, organizational time, waiting time, security checks, walking and commuting time, and/or unlawful deductions from pay); (b) failure to provide, authorize or permit compliant meal periods or pay proper premiums in lieu thereof; (c) failure to provide, authorize or permit compliant rest breaks or pay proper premiums in lieu thereof; (d) failure to indemnify or reimburse for necessary business expenses, employee-incurred debts, debt collection, or losses incurred as a result of employment or in the consequence of performing required duties including use of personal cell phones, necessary tools and other equipment, maintenance of items, cost of lost/missing/stolen/ replacement items, training expenses, and associated costs with training such as food and lodging); (e) failure to timely pay final wages at termination; (f) failure to timely pay wages during employment; (g) failure to provide accurate itemized wage statements; (h) recordkeeping violations; (i) unfair business practices; (j) any other claims under the wage and hour laws pleaded in the Action; and (k) all damages, interest, attorneys' fees and costs, and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the facts alleged in the Action, and the California Unfair Competition Law. The period of the release shall extend to the limits of the Class Period. The res judicata effect of the Judgment will be the same as that of the Class Period.

10. Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees and the State of California will be barred from asserting PAGA claims against Defendant that arise or relate to the Released PAGA Claims, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA claims resolved by this Settlement. The Aggrieved Employees' releases are defined below as "Released PAGA Claims."

"Released PAGA Claims" means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), codified at Labor Code §§ 2698–2699.6, that were alleged in the Operative Complaint or in any PAGA notice(s) submitted to the California Labor and Workforce Development Agency ("LWDA"), or reasonably could have been alleged based on the facts and/or legal theories contained in the Operative Complaint or PAGA notice(s). These include, but are not limited to, civil penalties based on the following alleged violations: (a) failure to pay all wages due (including, but not limited to, claims for minimum wages, straight time wages, overtime, time-and-a-half, double time, vacation or PTO payout, miscalculation or underpayment of the regular rate, miscalculation or underpayment of meal and/or rest premiums, miscalculation or underpayment of sick time/sick pay, split shifts, reporting time, seventh-consecutive day pay, off-the-clock work, donning and doffing, rounding time, preparation time, participation in mandatory training, clean-up time, organizational time, waiting time, security checks, walking and commuting time, and/or unlawful deductions from pay); (b) failure to provide,

authorize or permit compliant meal periods or pay proper premiums in lieu thereof; (c) failure to provide, authorize or permit compliant rest breaks or pay proper premiums in lieu thereof; (d) failure to indemnify or reimburse for necessary business expenses, employee-incurred debts, debt collection, or losses incurred as a result of employment or in the consequence of performing required duties including use of personal cell phones, necessary tools and other equipment, maintenance of items, cost of lost/missing/stolen/ replacement items, training expenses and associated costs with training such as food and lodging); (e) failure to timely pay final wages at termination; (f) failure to timely pay wages during employment; (g) failure to provide accurate itemized wage statements; and (h) recordkeeping violations. This release is limited to claims for civil penalties under PAGA that accrued during the PAGA period. The period of the release shall extend through the end of the PAGA Period as defined in the Settlement Agreement. The *res judicata* effect of the Judgment shall be limited to the scope of claims released under PAGA during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Class Period Workweeks and/or PAGA Period you worked, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jaime Garcia v. Penske Truck Leasing Co., L.P., et al.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website or the Court's website.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is DATE.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Jaime Garcia v. Penske Truck Leasing Co., L.P. et al.* include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **DATE** at **TIME** in Department 5 of the Yolo County Superior Court, located at 1000 Main Street, Woodland, CA 95695. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at: **SITE** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Plaintiff and Defendant have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Phoenix Class Action Administration Solutions website at **SITE**. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.yolo.courts.ca.gov/>) and entering the Case Number for the Action, Case No. CV2024-1405. You can also make an appointment to personally review court documents in the Clerk's Office at the Courthouse by calling (530) 406-6704.

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

Class Counsel:

Name of Attorney(s): Kane Moon, Allen Feghali, Lilit Ter-Astvatsatryan, S. Emily Grams
Email Address(es): kmoon@moonlawgroup.com, afeghali@moonlawgroup.com, lilit@moonlawgroup.com, seggrams@moonlawgroup.com
Name of Firm: Moon Law Group P.C.
Mailing Address: 725 South Figueroa Street, 31st Floor, Los Angeles CA 90017
Telephone: (213) 232-3128

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your

check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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