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Attorneys for Plaintiff Oscar Serna

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

OSCAR SERNA, individually and on behalf of the State of California, the general public and all Aggrieved Employees,

Plaintiff,

v.

ARENA STUART RENTALS, INC., a Delaware Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV450809

REPRESENTATIVE ACTION

SECOND SUPPLEMENTAL DECLARATION OF HALI M. ANDERSON IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT AND REQUEST FOR AWARD OF ATTORNEYS' FEES, COSTS, AND SETTLEMENT ADMINISTRATION EXPENSES

Date: December 2, 2026
Time: 1:30 p.m.
Dept: 19
Judge: Hon. Shella Deen

Complaint Filed: November 1, 2024
Trial Date: None set

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

I, Hali M. Anderson, declare as follows:

1. I am an attorney at law licensed to practice before all courts of the State of California. I am a Shareholder at ARCH Legal, P.C. ("ARCH Legal") in San Diego, California. I am an attorney of record for Plaintiff Oscar Serna ("Plaintiff").

2. I am thoroughly familiar with and have personal knowledge of all the facts set forth herein, except as otherwise stated. If called as a witness, I could and would competently testify to the information set forth below.

3. I submit this second supplemental declaration in support of Plaintiff's Motion for Approval of PAGA Settlement and Request for Award of Attorneys' Fees, Costs, and Settlement Administration Expenses, which seeks an order:

a. Granting approval of the Settlement;

b. Appointing Phoenix Settlement Administrators as the Administrator;

c. Approving an Administrator's Expenses Payment in the amount of $4,000 to be paid to the Administrator;

d. Awarding a Plaintiff's Counsel Fees Payment in the amount of $66,666.66 (one-third of the Gross Settlement Amount) to ARCH Legal, P.C.; and

e. Awarding a Litigation Expenses Payment in the amount of $7,598.30 to ARCH Legal, P.C.

f. Approving the PAGA Penalties Payment of $42,466.67 (35% of the Net Settlement Amount) to Aggrieved Employees, pursuant to California Labor Code section 2699(m).

g. Approving the LWDA PAGA Payment of $78,866.67 (65% of the Net Settlement Amount) to the LWDA, pursuant to California Labor Code section 2699(m).

4. On November 17, 2026, the parties executed an Amended PAGA Settlement Agreement to address the issues raised by the Court in its October 14, 2026 ruling on Plaintiff's Motion for Approval of the PAGA settlement.

5. A true and correct copy of the parties' fully executed Amended PAGA Settlement Agreement is attached hereto as **Exhibit 1**.

6. In accordance with the Private Attorneys General Act of 2004 ("PAGA") and the Court's

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October 14, 2026 order, my office submitted the fully executed Amended Settlement Agreement to the California Labor and Workforce Development Agency ("LWDA") on November 17, 2026.

7. A true and correct copy of the confirmation of submission is attached hereto as **Exhibit 2**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 17th day of November 2026 in San Diego, California.

Hali M. Anderson
Attorney for Plaintiff Oscar Serna

ARCH LEGAL, P.C.
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SAN DIEGO, CALIFORNIA 92103

EXHIBIT 1

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AMENDED PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Oscar Serna ("Plaintiff") on behalf of the State of California and Defendant Arena Stuart Rentals, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as the "Parties."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Serna v. Arena Suart Rentals, Inc.*, Case No. 24CV450809, initiated on November 1, 2024, and pending in Superior Court of the State of California, County of Santa Clara.

1.2 "Administrator" means Phoenix Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means all current and former non-exempt employees of Defendant in the state of California employed during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.8 "Court" means the Superior Court of California, County of Santa Clara.

1.9 "Defendant" means named Defendant Arena Stuart Rentals, Inc.

1.10 "Defense Counsel" means Husch Blackwell LLP.

1.11 "Effective Date" means the date on which all of the following have occurred: (a) the Court has entered a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment has become final. For purposes of this paragraph, the Judgment shall be deemed final as follows:

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(i) No Objection Filed: If no objection or intervention is filed by the State of California (including the LWDA or any other state agency or official) or by any third party, the Judgment becomes final upon the Court's entry of the Order Approving the PAGA Settlement and Judgment.

(ii) Objection Filed: If an objection or intervention is filed by the State of California (including the LWDA or any other state agency or official) or by any third party, the Judgment becomes final only after the time to appeal has expired without the filing of a notice of appeal, or, if a notice of appeal is filed, upon final resolution of that appeal, writ petition, or other appellate proceeding challenging the Order Approving the PAGA Settlement and Judgment.

It is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is no longer subject to any form of timely appellate review or challenge. Should any appeal or writ proceeding result in the Court's disapproval of the Settlement, the Settlement shall be void ab initio and of no further force or effect, and the Parties shall be restored to their respective positions as of October 21, 2025.

1.12 "Gross Settlement Amount" means $200,000.00 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 the Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.13 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of the PAGA Penalties Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14 "Judgment" means the judgment entered by the Court based upon the approval of the settlement.

1.15 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (m).

1.16 "LWDA PAGA Payment" means the amount payable to the LWDA pursuant to PAGA, and as specified in Paragraph 3.2.3.1 of this Agreement.

1.17 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.18 "PAGA Period" means the period from August 28, 2023, through October 21, 2025.

1.19 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.20 "PAGA Notices" means Plaintiff's July 8, 2024, October 16, 2024, and October 31,

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2024, letters to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.21 "PAGA Penalties Payment" means the amount payable to the Aggrieved Employees in accordance with Paragraph 3.2.3.2 of this Agreement.

1.22 "Plaintiff" means Oscar Serna, the named plaintiff in the Action.

1.23 "Plaintiff's Counsel" means ARCH Legal, P.C., the attorneys representing the Plaintiff in the Action.

1.24 "Plaintiff's Counsel Fees Payment" and "Plaintiff's Counsel Litigation Expenses Payment" mean the amounts allocated to Plaintiff's Counsel for reimbursement of reasonable attorney's fees and expenses, respectively, incurred to prosecute the Action.

1.25 "Released PAGA Claims" means the claims being released by Plaintiff and Plaintiff's Counsel and as described in Paragraph 5.1 below.

1.26 "Released Parties" means Defendant Arena Stuart Rentals, Inc. and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns (specifically including but not limited to Arena Event Services, Inc., Stuart Event Resources, Inc., and AES Americas Ltd).

1.27 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On July 8, 2024, Plaintiff satisfied the procedural requirements of section 2699.3 by serving his initial notice of various wage and hour violations and applicable penalties, including the facts and theories to support each violation upon: (1) the LWDA, electronically; and (2) Defendant via certified mail. On October 16, 2024, Plaintiff submitted a First Amended Notice to the LWDA with additional facts and allegations in support of a PAGA claim for retaliation. On October 31, 2024, Plaintiff submitted a Second Amended Notice, to add further factual support and additional allegations regarding a violation of Labor Code Section 213.

2.2 On November 1, 2024, Plaintiff Oscar Serna commenced this Action by filing a Complaint alleging a single cause of action under PAGA seeking civil penalties ("Operative Complaint") for the following violations: (1) Failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; (2) Failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; (3) Failing to reimburse necessary business expenses; (4) Failing to furnish accurate itemized wage statements; (5) Failing to maintain accurate employment records; and (6) Failing to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties. Defendant denies the allegations in the

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Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3 The Parties participated in a full day private mediation with Hon. Timothy M. Casserly on October 21, 2025. With the assistance of the mediator, the Parties reached an agreement to settle Plaintiff's PAGA claims and several individual claims. Plaintiff's individual claims are subject to separate, confidential settlement agreement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $200,000.00 and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 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 its approval of the PAGA settlement:

3.2.1 To Plaintiff's Counsel: A Plaintiff's Counsel Fees Payment of not more than $66,666.66 (one-third of the Gross Settlement Amount) and a Plaintiff's Counsel Litigation Expenses Payment of not more than $8,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a Plaintiff's Counsel Fees Payment and/or a Plaintiff's Counsel Litigation Expenses Payment of less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel arising from any claim to any portion any Plaintiff's Counsel Fee Payment and/or Plaintiff's Counsel Litigation Expenses Payment. The Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Expenses Payment using one or more IRS 1099 Forms.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed $4,000.00 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 $4,000.00, the Administrator will distribute the remainder to the Aggrieved Employees as part of the PAGA Penalties Payment.

3.2.3 Net Settlement Amount:: The Net Settlement Amount shall consist of the Gross Settlement Amount less the deductions for the Plaintiff's Counsel Fees, Plaintiff's Litigation Expenses Payment, and the Administration Expenses Payment ($121,333.34).

3.2.3.1 To the LWDA: 65% of the Net Settlement Amount ($78,866.67) shall be payable to the California Labor and Workforce Development Agency pursuant to Section 2699(m) of PAGA.

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3.2.3.2 .

3.2.3.3 To Aggrieved Employees: 35% of the Net Settlement Amount ($42,466.67) shall constitute the share of PAGA penalties recoverable by Aggrieved Employees pursuant to Section 2699(m) of PAGA. This 35% shall be known as the "PAGA Penalties Payment." Aggrieved Employees do not need to make a claim to participate in the Settlement.

3.2.3.4 The Administrator will calculate each Aggrieved Employee's Individual PAGA Payment by (a) dividing the amount of the PAGA Penalties Payment due to Aggrieved Employees ($42,466.67) 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 137 Aggrieved Employees who worked a total of 4,593 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 10 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data. In the event Defendant fails to timely provide the Aggrieved Employee Data to the Administrator, all subsequent deadlines set forth in Paragraphs 4.3 and 4.4 shall be reduced by the number of days of Defendant's delay.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA

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Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff's Counsel Fees Payment, and Plaintiff's Counsel Expenses Payment.

4.4.1 Along with the Notice attached as "Exhibit A" to this Agreement, the Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. 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 an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 5 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (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, Plaintiff and Plaintiff's Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including Plaintiff's Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notices ("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, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may

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discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true, but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Notwithstanding the foregoing, this Release excludes any and all individual claims alleged in JAMS, Case No. A328525 (the "Arbitration Action"), which are subject to a separate Confidential Settlement Agreement and Full and Final Release of All Claims.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waive and relinquish 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.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, including claims for Defendant allegedly (1) Failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment; (2) Failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment; (3) Failing to reimburse necessary business expenses; (4) Failing to furnish accurate itemized wage statements; (5) Failing to maintain accurate employment records; (6) Failing to timely pay all wages due and owing at the time of separation of employment and/or the required waiting time penalties; (7) Unlawful mandatory direct deposit; and (8) Retaliation under Labor Code section 98.6. ("Released PAGA Claims").

5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (s)(2)) including (i) a draft Proposed Order Granting

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Approval of PAGA Settlement; (ii) 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 Aggrieved Employee Data; and the nature and extent of any financial relationship with Plaintiff, Plaintiff's Counsel or Defense Counsel; and (iii) a signed declaration from Plaintiff's Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (s)(1)), and this Agreement (Lab. Code, § 2699, subd. (s)(2)).

6.2 Responsibilities of Plaintiff's and Defendant's Counsel. Plaintiff's Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel shall provide the motion for approval of this Settlement to Defense Counsel for review of the substance contained in the motion at least five calendar days prior to filing. Plaintiff's Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's 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 without increasing the Gross Settlement Amount.

6.4 Notice of Proposed PAGA Settlement to LWDA. Pursuant to California Labor Code section 2699(s)(2), Plaintiff's Counsel will submit a copy of this Settlement Agreement to the LWDA at the same time that it is submitted to the Court for approval of the Settlement, and undertaking any and all required online submissions to the LWDA of orders, judgment, and information regarding the Settlement, in order to implement the Settlement.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action 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.

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

7.4 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.

8. PRO RATA INCREASE. The Gross Settlement Amount was calculated with, and is premised on, the Parties' understanding that there are approximately 137 Aggrieved Employees who worked approximately 4,593 PAGA Pay Periods between August 28, 2023, to August 15, 2025. The Parties agree that if the total number of PAGA Pay Periods worked by Aggrieved Employees exceeds 10% or more of the estimated PAGA Pay Periods (i.e. exceeds 5,052 Pay Periods), the Gross Settlement Amount will increase proportionally. (e.g. if the Pay Periods worked by aggrieved employees exceeds 4,593 by 6%, the Gross Settlement Amount will increase by 1%).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party 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.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability 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

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merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. 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).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall 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.

10.3 Attorney Authorization. Plaintiff's 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.

10.4 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 and/or the Court for resolution.

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

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

10.7 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.

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

10.9 Applicable Law. All terms and conditions of this Agreement will be governed by and

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interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 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.

10.11 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 shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to Plaintiff's Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to Plaintiff's 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 California Rules of Court rule.

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

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

10.15 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:

Hali M. Anderson
Ommar Chavez
ARCH Legal, P.C.
3555 Fifth Avenue, Suite 200
San Diego, CA 92013
handerson@archlegal.com
ochavez@archlegal.com

To Defendant:

Kate Juvinall
Cooper Page
Husch Blackwell
355 South Grand Ave., Suite 2850
Los Angeles, CA 90071
Kate.Juvinall@huschblackwell.com
Cooper.Page@huschblackwell.com

10.16 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 shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

PLAINTIFF

Dated:

By: _____
Oscar Serna

DEFENDANT ARENA STUART RENTALS, INC.

Dated: 11/16/2026

By: DocuSigned by: Michael Berman 19C3E90D57A840C...
Michael Berman

Title: President/CEO

Approved as to Form and Content by Counsel:

ARCH LEGAL, P.C.

Dated:

By: _____
Hali M. Anderson
Ommar Chavez
Attorneys for Plaintiff

HUSCH BLACKWELL LLP

Dated: November 16, 2026

By: _____
Kate E. Juvinall
Cooper Page
Attorney for Defendant Arena Stuart Rentals, Inc.

Docusign Envelope ID: 2B02D0DF-F77D-81E0-8394-2DEF3083F83A

To Defendant:

Kate Juvinall
Cooper Page
Husch Blackwell
355 South Grand Ave., Suite 2850
Los Angeles, CA 90071
Kate.Juvinall@huschblackwell.com
Cooper.Page@huschblackwell.com

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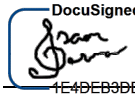
PLAINTIFF

By: DocuSigned by:  1E4DEB3DDC904D3...
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Approved as to Form and Content by Counsel:

ARCH LEGAL, P.C.

Dated: 11/17/26

By: _____
Hali M. Anderson
Ommar Chavez
Attorneys for Plaintiff

HUSCH BLACKWELL LLP

Dated:

By: _____
Kate E. Juvinall
Cooper Page
Attorney for Defendant Arena Stuart Rentals, Inc.

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EXHIBIT A

Docusign Envelope ID: 2B02D0DF-F77D-81E0-8394-2DEF3083F83A

Dear [NAME]:

The enclosed check is your proportional share of the settlement payment in the California Private Attorneys General Act ("PAGA") lawsuit titled *Serna v. Arena Stuart Rentals, Inc.,* Santa Clara Superior Court, Case No. 24CV450809. The lawsuit alleged various violations of the California Labor Code, including meal and rest period violations; unreimbursed expenses; wage statement violations: record keeping violations; retaliation for reporting of any workplace injuries; unlawful direct deposit requirements; and other related claims. Based on those allegations, the lawsuit sought civil penalties pursuant to the PAGA. You are receiving this check because you worked for Arena Stuart Rentals, Inc., ("Stuart") within the state of California at some point between August 28, 2023, and October 21, 2025.

It is important to note that the Court has not ruled on the merits of the claims or defenses, and the court has not ruled in favor of either party. Further, Stuart denies all claims and allegations in the lawsuit and maintains that it did nothing wrong and that it complied with the law at all times. However, recognizing the risks and costs of maintaining the lawsuit, both parties mutually agreed to resolve and settle their disputes, and the Court has approved the settlement and release of the PAGA claims.

This settlement releases claims for civil penalties under the PAGA, but does not release other certain claims. Enclosed you will also find an IRS Form 1099 for 100% of this payment, which represents civil penalties only. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date.

If you have any questions about this payment, contact Phoenix Class Action, the Settlement Administrator at (000) 000-0000. Please note that we cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,