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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

MARIO MARTIN, an individual, on behalf of himself and on behalf of all persons similarly situated,

Plaintiff,

vs.

UNITED RENTALS (NORTH AMERICA), INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **25CV108308**

DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Hearing Date: December 7, 2026
Hearing Time: 3:00 p.m.
Reservation ID: 450243218975

Judge: Hon. Joscelyn Jones
Dept.: 19

Action Filed: January 24, 2025
Trial Date: Not set

I, Kyle Nordrehaug, declare as follows:

1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, counsel for Plaintiff Mario Martin ("Plaintiff") in this matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is being submitted in support of Plaintiff's unopposed motion for preliminary approval of the proposed class action settlement with Defendant United Rentals (North America), Inc. ("Defendant"), which motion seeks entry of an order: (1) preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Settlement Agreement," or "Stipulation"); (2) for settlement purposes only, conditionally certifying the Class, which is comprised of "all persons who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, and classified as non-exempt employees within the State of California at any time during the Class Period", which is December 13, 2020 through October 14, 2026; (3) provisionally appointing Plaintiff as the Class Representative for settlement purposes only; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel; (5) approving the form and method for providing class-wide notice; (6) directing that notice of the proposed settlement be given to the class; (7) provisionally appointing and approving ILYM Group, Inc. as Settlement Administrator; and, (8) scheduling a final approval hearing date, proposed for May 17, 2027, which is at least 120 days from preliminary approval, to consider Plaintiff's motion for final approval of the settlement and for approval of attorneys' fees and expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Agreement along with exhibits thereto. This Declaration incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth in the Agreement.

Fairness of Settlement

3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount of Two Million Four Hundred Eighty-Five Thousand Dollars ($2,485,000) (the "Gross Settlement

Amount") is to be paid by Defendant, as set forth in the Settlement Agreement. The Gross Settlement Amount will settle all issues pending in the Action between the Parties and will be made in full and final settlement of the Released Class Claims in exchange for the Class Member Payments to Participating Class Members from the Net Settlement Amount, and also includes (a) the Settlement Administration Costs, (b) the Attorneys' Fees and Costs, (c) Representative Enhancement Payment, and (d) the PAGA Settlement Amount allocated 65% to the LWDA Payment and 35% ("PAGA Fund") to the PAGA Group Members. (Settlement Agreement at ¶ 13.) The following is a table of the key financial terms of the Settlement and the proposed deductions:

$2,485,000 (Gross Settlement Amount)

- $15,000 (Plaintiff's proposed Representative Enhancement Payment)
- $40,000 (Attorneys' Costs - not to exceed amount)
- $828,333 (Attorneys' Fees - not to exceed 1/3 of settlement)
- $50,000 (PAGA Settlement Amount)
- $27,885 (Settlement Administration Costs - not to exceed amount)

$1,523,782 (Net Settlement Amount)

4. The relief provided in the Settlement will benefit all members of the Class. The Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way. Payments to the Class Members are all determined under a neutral methodology. Each Participating Class Member will receive the same opportunity to participate in and receive payment through a neutral formula that is based upon the Workweeks for that individual.

5. On June 16, 2026, the Parties participated in an all-day mediation session presided over Steven Serratore, a respected and experienced mediator of wage and hour class actions. In preparation for the mediation, Defendant provided Class Counsel with payroll and employment data and other information regarding the Class Members, various internal documents, and other compensation and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement terms were negotiated and set forth in the Agreement now presented

for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is fair, reasonable and adequate.

6. Based upon 3,394 Class Members who collectively worked 244,704 Workweeks (Settlement Agreement at ¶ 51), the Gross Settlement Amount provides an average value of $732 per Class Member and $10.15 per Workweek and after deductions the Net Settlement Amount provides an average recovery of $448.96 per Class Member and a recovery of $6.22 per Workweek. The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff used this expert to analyze the data and determine the potential unpaid wages for the employees. The maximum potential damages were calculated to be $1,869,682 for the alleged unpaid wages due to off-the-clock work at 10 minutes per week, $364,276 for the alleged underpaid overtime due to the miscalculation of the regular rate, $405,144 for the alleged underpaid meal premiums, sick pay and vacation pay due to the miscalculation of the regular rate, $13,194,374 for alleged meal period damages based upon a 41.2% potential violation rate for shifts observed in the time records and after deduction for meal premiums already paid by Defendant, $7,117,951 for alleged rest period damages based upon a 20% potential violation rate (i.e. one involuntarily missed rest break per week), $284,576 for alleged unreimbursed business expenses for personal cell phone usage at $5 per month. As a result, the total damage valuation was calculated that Defendant was subject to a maximum damage claim in the amount of $23,236,003. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of $4,681,947, and potential maximum wage statement penalties were $10,240,000.[1] Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of $2,485,000 represents more than 10.6% of the maximum value of the alleged

[1] While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether and when the wages were due.").

damages at issue in this case at the time this Settlement was negotiated.[2] Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum calculations should then be adjusted in consideration for both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair and reasonable.

Procedural History of the Litigation

7. On November 14, 2024, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations, which included and incorporated a copy of the draft complaint. On October 16, 2026, Plaintiff filed with the LWDA and served on Defendant and amended notice under Labor Code section 299.3 to provide greater specificity as to the alleged violations and provide additional facts. Collectively, these notices are referred to as the "PAGA Notice" and are attached hereto as Exhibit #3 for the Court's reference.

8. On December 13, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Francisco, Case No. CGC-24-620586. This class action Complaint asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor

[2] Because the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick wages in violation of California Labor Code §§ 201-203, 233, 246. Defendant removed this complaint to the Northern District of California, Case No. 3:25-cv-02041-JSC ("Martin Matter"), and has been stayed pending arbitration in AAA of Plaintiff's individual claims, Case No. 01-25-0003-2951 ("Martin Arbitration"). On January 24, 2025, Plaintiff separately filed Private Attorneys General Act ("PAGA") action in Alameda County Superior Court Case No. 25CV108308 ("Martin PAGA Matter").

9. As part of the Settlement, Plaintiff is filing a First Amended Class and Representative Action Complaint in the Martin PAGA Matter to include all class claims and allegations asserted in the Martin Matter, via a stipulation that was filed on November 10, 2026. The First Amended Class and Representative Action includes additional PAGA and class claims and allegations for any alleged violations discussed during mediation, including alleged unpaid wages on account of on-call pay, Labor Code section 204 violations, failure to provide records upon request under both Labor Code section 226 and 1198.5, and failure to keep and maintain accurate payroll records. To the extent allegations of unpaid wages on account of on-call pay, Labor Code section 204 violations, failure to provide records upon request under both Labor Code section 226 and 1198.5, and failure to keep and maintain accurate payroll records are not already discussed in the notices filed with LWDA, The Fist Amended Class and Representative Action Complaint is the "Operative Complaint."

10. Over the course of litigation, the Parties engaged in the investigation of the claims, including informal discovery, and the production of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The information for mediation obtained by Plaintiff included: (1) data concerning the Class; (2) a sampling of payroll data and time punch data covering 399 Class Members, 182,410 shifts and 40,105 work weeks covering the period 6/6/2023 - 1/31/2026, which was then extrapolated to the Class; (3) Defendant's wage and hour policies; (4) the employment files for the Plaintiff; and, (5)

samples of wage statements provided by Defendant. As such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the Class.

11. Class Counsel has extensive experience in litigating wage and hour class actions in California. The Parties have vigorously litigated the Action since inception. During the course of litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendant have engaged in significant research and investigation in connection with the Action. Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert to perform an analysis of the data and valuation of the claims.

12. Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and information in connection with the Action. On June 16, 2026, the Parties participated in an all-day mediation with Steven Serratore, a respected and experienced mediator of wage and hour class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions based upon a mediator's proposal which was memorialized in a memorandum of understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and contentious.

13. Although a settlement has been reached, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for any purpose other than settlement, the Action is appropriate for class and/or representative treatment. Defendant contends, among other things, that it has complied at all times with Federal law, the applicable California Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendant contends that class certification is inappropriate for any reason other than for settlement. Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contend that the Action are appropriate for class certification on the basis that the claims meet the requisites for class certification. Without admitting that class certification is proper, Defendant has stipulated that the above Class may be certified for settlement purposes only.

(Agreement at ¶ 79.) The Parties agree that certification for settlement purposes is not an admission that class certification is proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class are satisfied.

14. Class Counsel has conducted an investigation into the facts of the Action. Informal discovery was obtained, which included the production of thousands of pages of documents and data. Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. In addition, Class Counsel previously negotiated settlements with other employers in actions involving nearly identical issues and analogous defenses. Based on the foregoing data and their own independent investigation, evaluation and experience, Class Counsel believe that the Settlement with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential appellate issues.

Settlement Terms and Plan of Allocation

15. The Gross Settlement Amount is Two Million Four Hundred Eighty-Five Thousand Dollars ($2,485,000). (Settlement Agreement at ¶ 13.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Class Member Payments to the Participating Class Members; (2) Attorneys' Fees and Costs; (3) Settlement Administration Costs; (4) the Representative Enhancement Payment to the Plaintiff; and (5) the PAGA Penalties payment which is allocated between the LWDA Payment and the PAGA Group Member Payments. (Settlement Agreement at ¶ 13.) The Gross Settlement Amount does not include Defendant's share of employer-side payroll taxes. (Settlement Agreement at ¶ 39(a).) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Settlement Agreement at ¶ 39(b).) The Gross

Settlement Amount excludes payment for Plaintiff's individual settlement for non-wage-and-hour claims ("Plaintiff's Payment"), as set forth in Plaintiff's Release Agreement (as explained below), which shall be separately paid by Defendant and is separately memorialized in a confidential individual settlement agreement. (Settlement Agreement at ¶ 13.)

16. Defendant shall fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of the payroll taxes by transmitting the funds to the Settlement Administrator no later than seven (7) days after the Effective Date. (Settlement Agreement at ¶ 39.) Within 14 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for the Attorneys' Fees and Costs, the LWDA Payment, the Representative Enhancement Payment, and Individual Settlement Payments. (Settlement Agreement at ¶ 44.)

17. The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for the Representative Enhancement Payment, Settlement Administration Costs, the PAGA Settlement Amount, and Attorneys' Fees and Costs (called the "Net Settlement Amount") shall be allocated to Class Members as their Class Member Payments. (Settlement Agreement at ¶ 17.) The Settlement Administrator will allocate the Class Member Payments to the Participating Class Members proportionate to each Participating Class Member's individual total Workweeks. A Participating Class Member's individual total Workweeks will be based on the number of Workweeks that the Participating Class Member worked as a non-exempt employee in California during the Class Period.. (Settlement Agreement at ¶ 39(b).) Workweeks will be based on Defendant's records, but Class Members will have the right to challenge the number of Workweeks.

18. Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ 46, Ex. A.) All Class Members who do not "opt out" will be deemed Participating Class Members who will be bound by the Settlement and will be entitled to receive an Class Member Payment. (Agreement at ¶ 28.) All PAGA Group Members will be paid their allocation of the PAGA Fund and will remain subject to the release of the Released PAGA Claims regardless of any request for exclusion. (Settlement Agreement at ¶¶ 31, 39(b) and 57.)

Finally, the Class Notice will advise the Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶ 48 and Ex. A.)

19. A Participating Class Member must cash his or her Class Member Payment check within 120 days after it is mailed. (Settlement Agreement at ¶ 39(b)(v).) Any settlement checks not cashed within 120 days will be voided and any funds represented by such checks sent to the United Compassion Fund, subject to Court approval, which is a nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Funds"). (Settlement Agreement at ¶ 39(b)(vii).)

20. Subject to Court approval, the Parties have agreed on ILYM Group, Inc. to administer the Settlement ("Settlement Administrator"). (Settlement Agreement at ¶ 36.) The Settlement Administrator will be paid for settlement administration in an amount not to exceed $27,885. (Settlement Agreement at ¶ 37.) ILYM Group provided an estimate of $25,350 for administration expenses and any difference will remain in the Net Settlement Amount.

21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not to exceed one-third of the Gross Settlement Amount, as the Attorneys' Fees. (Settlement Agreement at ¶ 39(c).) Class Counsel will also be allowed to apply separately for an award of Attorneys' Costs in an amount not to exceed $40,000. (Settlement Agreement at ¶ 39(c).) Subject to Court approval, the Agreement provides for a payment of no more than $15,000 to the Plaintiff as the Representative Enhancement Payment. (Settlement Agreement at ¶ 39(d).)

22. Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are $50,000. (Settlement Agreement at ¶ 26.) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Settlement Amount shall be allocated as follows: 65% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 35% allocated to the PAGA Group Member Payments. (Settlement Agreement at ¶ 26.) As set forth in the accompanying proof of service, the LWDA has been served with this motion and the Agreement.

Risks of Continued Litigation and Standards for Approval

23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate and trying this Action against Defendant through possible appeals which could take several years. Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class Members.

24. A number of defenses asserted by Defendant present serious threats to the claims of the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all work time was properly recorded and compensation for that time was correctly compensated. Defendant contended that there was no miscalculation of the regular rate because all required compensation was included in the calculation. Defendant contends that its meal and rest period policies fully complied with California law and Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant could argue that its payment of significant meal period premiums was evidence of its lawful practices and good faith. Defendant contends that there was no failure to pay for business expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court,* 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant also argues that based on their facially lawful practices, Defendant acted in good faith and without willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good faith believed it was providing a complete and accurate wage statement in compliance with the requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage statement law.") Defendant's defenses could eliminate or substantially reduce any recovery

to the Class. While Plaintiff believes that these defenses could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

25. There was also a significant risk that, if the Action was not settled, Plaintiff would be unable to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf of any other employees. At the time of the mediation, Defendant forcefully opposed the propriety of class certification, arguing that individual issues precluded class certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has been certified. While other cases have approved class certification in wage and hour claims, class certification in this action was hotly disputed and the maintenance of a certified class through trial was by no means a foregone conclusion.

26. This settlement is therefore certainly entitled to preliminary approval. Were this case to go to trial, the Plaintiff and the other class members would need to prove, among other things, that wages were owed on a class-wide basis. This was and is a substantial risk.

27. Plaintiff will apply to the Court for a Representative Enhancement Payment in consideration for the services performed and for the risks undertaken on behalf of the Class. (Settlement Agreement at ¶ 3.2(a).) Plaintiff performed his duties admirably by working with Class Counsel over the course of litigation. The Declaration of the Plaintiff is submitted herewith in support. At this stage, the not to exceed amount for the service award is within the accepted range of awards for purposes of preliminary approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of $15,000 each are appropriate); *Louie v. Kaiser Foundation Health Plan, Inc*., 2008 WL 4473183, *7 (S.D.Cal. 2008) (awarding $25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding $25,000 service award in overtime class action and a pool of $100,000 in enhancements); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for $12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.,* 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding $12,500 where average class member payment was $351).

28. The stage of the proceedings at which this Settlement was reached also militates in favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel began investigating the Class Members' claims before the Action was filed, and during the course of litigation, Class Counsel engaged in informal discovery to obtain necessary information. Class Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was also experienced with the claims at issue here, as Class Counsel previously litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

29. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel for both parties possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

Class Certification Issues

30. Plaintiff contends that the proposed Settlement meet all of the requirements for class certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court should conditionally certify the Class for settlement purposes only, defined as follows:

> All persons who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, and classified as non-exempt employees within the State of California at any time during the Class Period.

(Settlement Agreement at ¶ 5.)

The Class Period is December 13, 2020 through October 14, 2026. (Settlement Agreement at ¶ 7.)

a. **Numerosity** - Plaintiffs assert that the 3,394 current and former employees that comprise the Class can be identified based on Defendant's records and are sufficiently numerous for class certification.

b. **Common Issues Predominate** - Plaintiff contends that common questions of law and fact are present, specifically the common questions of whether Defendant's employment practices were lawful, whether Defendant failed to provide meal and rest periods to Class Members, whether Class Members were lawfully compensated for all hours worked, whether Defendant miscalculated the regular rate when paying certain wages, whether Defendant failed to provide required expense reimbursement, and whether Class Members are entitled to damages and penalties as a result of these practices. Plaintiff contends that certification of this Class is appropriate because Defendant allegedly engaged in uniform practices with respect to the Class Members. As a result, these common questions of liability could be answered on a class wide basis.

c. **Typicality** - In this Action, Plaintiff contends that the typicality requirement is fully satisfied. Plaintiff, like every other member of the Class, was employed as an employee in California, and, alleges like every other member of the Class, that Plaintiff was subject to the same employment practices. Plaintiff, like every other member of the Class, also claims owed compensation as a result of the Defendant's company policies and practices. Thus, the claims of Plaintiff and the members of the Class arise from the same course of conduct by Defendant, involve the same issues, and are based on the same legal theories.

d. **Adequacy** - Plaintiff contends that the Class Members are adequately represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest with other class members, and (b) will prosecute the case vigorously on behalf of the class. This requirement is met here. First, Plaintiff is well aware of his duties as the representative of the Class and has actively participated in the prosecution of this case to date. Plaintiff effectively communicated with Class Counsel, provided documents and information to Class Counsel, and participated in the investigation and resolution of the Action. The personal involvement of the Plaintiff was essential to the prosecution of the Action and the monetary settlement reached.

Second, Plaintiff retained competent counsel who are experienced in employment class actions and who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of facts and legal theories.

31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can competently represent the Class. Other lawyers at my firm and I have extensive class litigation experience. We have handled a number of class actions and complex cases and have acted both as counsel and as lead and co-lead counsel in a variety of these matters. We have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits involving complex issues of law and fact. My firm is particularly experienced in wage and hour employment law class actions, including claims for misclassification, overtime, expense reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be adequate counsel by the courts throughout California. We have been approved as experienced class counsel by both state and federal courts in California in contested class certification proceedings. A true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this settlement is defined as "all persons who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, and classified as non-exempt employees within the State of California at any time during the Class Period." I have reviewed my firm's cases and representation of other plaintiffs and there is no conflict or representation which would prevent my firm from representing the interests of the Class this case. My firm only represents employees, and not employers. My firm has never represented Defendant nor any affiliate of the Defendant. My firm's only interest in the subject matter of this litigation is to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the claims are all against different and distinct employers. I can think of no conflict that would

arise in our representation of the Class and our adequate representation of the Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any affiliation with the proposed Cy Pres Recipient (United Compassion Fund) nor the proposed Settlement Administrator for this settlement. Thus, the adequacy requirement for my firm is satisfied.

32. In accordance with the Settlement Agreement, Defendant will provide to the Settlement Administrator a confidential electronic spreadsheet containing the Class List and Data. (Settlement Agreement at ¶ 4.) Within 20 days after receiving the Class List and Data, the Settlement Administrator will mail the Class Notice to all Class Members via first-class U.S. Mail using the available mailing address information. (Settlement Agreement at ¶ 43(c).) The Class Notice, drafted jointly and agreed upon by the Parties through their respective counsel and to be approved by the Court, includes all relevant information. (*See* Exhibit "A" to the Agreement.) The Class Notice will include, among other information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out, including a description of the applicable release; (iii) information to the Class Members regarding how to opt out and how to object to the Settlement; (iv) the estimated Class Member Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiff's service award request; and (vi) the anticipated expenses of the Settlement Administrator. The Class Notice will state that the Class Members shall have sixty (60) days from the date that the Class Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to submit a written objection. (Settlement Agreement at ¶¶ 35, 46, 48.) Class Members shall be given the opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to appear at the Final Approval Hearing. (Settlement Agreement at ¶ 48.) Class Members who do not submit a timely and proper request to opt-out will automatically receive a payment of their Class Member Payment. This notice program was designed to meaningfully reach the Class Members and it advises them of all pertinent information concerning the Settlement.

33. The PAGA Claim -

a. **Approval of PAGA Settlements**. The decision in *O'Connor v. Uber*, 201 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the same lens as the relief obtained by absent class members on other claims (i.e., the percentage of recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that primary consideration. "The LWDA recognizes that this Court does not review the PAGA allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent class members." (LWDA Response at p.4).

b. **Valuation of the PAGA Claim**. For mediation, Plaintiff calculated the value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between $5,253,750 and $10,507,500 for a single violation in every one of the 105,075 pay periods at issue in the PAGA Period, depending on whether the violation was $50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of $100 per pay period for violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate per pay period but without stacking.[3] The PAGA allocation in the Settlement is the amount of $50,000. This allocation is justified by several important considerations. First, the PAGA claim was subject to the same risks as the underlying class claims. Second, Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and

[3] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of between $5,253,750 and $10,507,500 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed. Moreover, the recent 2024 amendment to PAGA appears to bar stacking in certain circumstances and thus stacking may not be viable.

I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which only provided for a PAGA penalty of $5 per violation. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. Even if we assume that violations for all 105,075 pay periods were established, using the valuation from *Carrington* results in a potential recovery of only $525,375 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA claim, Class Counsel was also aware of what allocations other Courts have approved for similar PAGA settlements as compared to the total settlement amount. A class settlement that allocates approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class is also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of $5,000 in a $1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) ($7,500 payment to LWDA for PAGA on a $1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of $5,000 in a $500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of $10,000 to the LWDA for PAGA out of $1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of $7,500 to the LWDA out of $6.9 million common-fund settlement); Franco v. Ruiz Food Products, Inc., 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA payment of $7,500 to the LWDA out of $2.5 million common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of $408,420.32 gross settlement); *Garcia v. Gordon*

Trucking, Inc., 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of $3,700,000, with $10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of $8.25 million, with $82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of $2 million, with $10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) ($100,000 allotted as PAGA penalties or 0.48% of $21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) ($10,000 allotted as PAGA penalties or 0.13% of $7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) ($10,000 allotted as PAGA penalties or 0.22% of $4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) ($15,000 allotted as PAGA penalties or 0.40% of $3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) ($15,000 allotted as PAGA penalties or 0.46% of $3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) ($10,000 allotted as PAGA penalties or 0.40% of $2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) ($1,000 allotted as PAGA penalties or 0.18% of $550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) ($2,500 allotted as PAGA penalties or 0.37% of $675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) ($3,000 allotted as PAGA penalties or 0.33% of $900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013) ($5,000 allotted as PAGA penalties or 0.38% of $1,300,000 settlement amount); *Mejia v. DHL Express (USA) Inc*., No. 2:15CV00890 (C.D. Cal. 2017) ($5,000 allotted as PAGA penalties or 0.34% of $1,450,000 settlement amount).

34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the

Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and reasonable, and at the time of final approval, my firm will present lodestar to further support the reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees equal to one-third of the common fund in Court-approved wage and hour class settlements. Some of the class action awards obtained by Class Counsel in similar employment actions throughout the state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 3019, in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine Wine &* Spirits (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, *in Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v, Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage

and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company* (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healtcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No.

30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-thrid fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside County Superior Court Case No. CVRI2104986), Judge Harold W. Hopp awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-their fee award in a wage and hour class settlement. On November 20, 2023, in *Steele v. Legoland California* (San Diego County Superior Court Case No. 37-2021-00052868), Judge Carolyn M. Caietti awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-thrid fee award in a wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior* (Sacramento County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On November 14, 2025, in *Watson v. San Diego Dialysis* (San Diego Superior Court

Case No. 37-2024-00002851), Judge Wendy M. Behan approved a one-third fee award in a wage and hour class settlement. On February 26, 2026, in *Rugama-Hernandez v. P&B Intermodel Services* (Los Angeles County Superior Court Case No, 24STCV07771), Judge Timothy Patrick Dillon approved a one-third fee award in a wage and hour class settlement. A fee award capped at one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

35. Class Representative Service Payments - The reasonableness of the requested service award is also established by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding $25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding $14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding $15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding $15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding $10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding $10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding $10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding $10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding $10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding $10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding $10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,

2011)(awarding $10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding $10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding $10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding $10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding $10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding $10,000 service award); *Lazar v, Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding $10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding $10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding $10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding $10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding $10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding $10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding $10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding $10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding $10,000 service award); *Zirpolo v. UAG Stevens Creek II,* Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding $10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding $10,000 service award).

36. Potentially Related Other Actions - Besides this Action, I not aware of any other

related cases pending against Defendant which would be impacted by this settlement. I have searched the LWDA databased and could not locate another pending PAGA action other than this Action.

37. Administration - After seeking bids from qualified administrators, the estimate from ILYM Group is was selected, as it provided for an estimate of $25,350 to perform the settlement administration for a Class of up to 3,733. I have used ILYM Group successfully as the administrator in more than twenty settlements in the last couple years and know them to be competent and experienced. My firm has no relationship or connection with ILYM Group, and thus no conflict of interest exists. Submitted herewith in support of the motion is the Declaration of Anthony Rogers from ILYM Group which includes the estimate for administration from ILYM Group.

Service on the LWDA:

38. At the same time as the filing and service of this declaration, I am also serving the LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA Settlement Agreement. This service is verified by the accompanying proof of service.

Plaintiff's Separate Individual Settlement Agreement and General Release:

39. Plaintiff represents that he has additional individual claims against Defendant that are not alleged in the Actions or the Operative Complaint. Therefore, concurrently with the execution of this Agreement, the Parties are entering into a separate individual settlement agreement ("Plaintiff's Release Agreement") pursuant to which Plaintiff is generally releasing, to the fullest extent permitted by law, all known and unknown claims of any kind or nature against Defendant and the other Released Parties and waiving section 1542 of the California Civil Code, among other standard terms and conditions negotiated and agreed by the Parties. In return, Defendant has agreed to make a separate payment to Plaintiff, which will be paid in addition to the Gross Settlement Amount and will not be made until and unless this Settlement becomes Effective,

as further explained in Plaintiff's Release Agreement. If the Court requires the Parties to submit the terms of Plaintiff's Release Agreement to obtain approval of this Settlement, the Parties agree that Plaintiff will submit Plaintiff's Release Agreement in camera under seal to the Court.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 11th day of November, 2026, at La Jolla, California.

By: 
Kyle Nordrehaug

EXHIBIT #1

Docusign Envelope ID: 55577289-005C-870A-81D9-36EF287611B5

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

MARIO MARTIN, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, vs. UNITED RENTALS (NORTH AMERICA), INC., a Corporation, and DOES 1 through 50, inclusive, Defendants.	Case No.: 25CV108308 Assigned to the Hon. Joscelyn Jones Department: 19 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE** Complaint Filed: January 24, 2025

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JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Settlement Agreement," or "Stipulation") is made and entered into by and between Plaintiff Mario Martin ("Plaintiff"), as an individual and on behalf of all others similarly situated, and Defendant United Rentals (North America), Inc. ("Defendant"). Plaintiff and Defendant are collectively the "Parties."

DEFINITIONS

The following definitions are applicable to this Settlement Agreement as are definitions elsewhere in this Settlement Agreement:

1. "Action(s)" collectively means the lawsuits entitled: (1) *Martin v. United Rentals (North America), Inc., et al.,* San Francisco County Superior Court Case No. CGC-24-620586, which was removed to the Northern District of California, Case No. 3:25-cv-02041-JSC ("*Martin* Matter"), and has been stayed pending arbitration in AAA of Plaintiff's individual claims, Case No. 01-25-0003-2951 ("*Martin* Arbitration"); and (2) the separately filed Private Attorneys General Act ("PAGA") action entitled *Martin v. United Rentals (North America), Inc., et al.*, Alameda County Superior Court Case No. 25CV108308 ("*Martin* PAGA Matter"). The *Martin* Matter, the *Martin* Arbitration, and the *Martin* PAGA Matter are referred to together as the "Action(s)."

2. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Actions, and all costs incurred and to be incurred by Class Counsel in the Actions, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, obtaining entry of the Judgment in the Actions, and expenses for any experts and/or consultants. Attorneys' Fees and Costs shall be paid to Class Counsel, Blumenthal Nordrehaug Bhowmik De Blouw LLP. The Parties have agreed to, and Defendant will not oppose, an application to the court for attorneys' fees in the amount of up to one-third of the Gross Settlement

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Amount (which is currently estimated to be Eight Hundred Twenty Eight Thousand Three Hundred Thirty Three Dollars ($828,333)), and costs of up to Forty Thousand Dollars ($40,000) to Class Counsel. To the extent the Court approves attorneys' fees or costs of less than these amounts, there shall be no right to rescind the Settlement.

3. "Class Counsel" means Blumenthal Nordrehaug Bhowmik De Blouw LLP.

4. "Class List and Data" means a complete list of all Class Members and PAGA Group Members that Defendant will provide to the Settlement Administrator in an electronic spreadsheet within thirty (30) calendar days after Preliminary Approval of this Settlement. The Class List and Data shall contain the Class Members' and PAGA Group Members' names, last known addresses and Social Security Numbers, as well as the number of Workweeks and PAGA Pay Periods each Class Member and PAGA Group Member worked as a non-exempt employee in California during the Class Period and PAGA Period.

5. "Class Member(s)" means all persons who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, and classified as non-exempt employees within the State of California at any time during the Class Period.

6. "Class Member Payments" means each Class Member's share of the Net Settlement Amount, to be distributed to the Class Members who do not submit a valid Request for Exclusion.

7. "Class Period" means the period from December 13, 2020 through either the date the Court grants preliminary approval of the Settlement or October 14, 2026, whichever occurs first (and subject to the Escalation Clause below).

8. "Court" means the Superior Court of the State of California for the County of Alameda.

9. "Defendant" means Defendant United Rentals (North America), Inc., a Delaware Corporation.

10. "Defendant's Counsel" means Davis Wright Tremaine LLP.

11. "Effective Date" means the date on which the Judgment entered by the Court, upon approval of the Settlement, is no longer subject to appeal and thus becomes final, and more specifically: (a) the date of final affirmance of an appeal of the Judgment; (b) the date of final

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dismissal with prejudice of the last pending appeal from the Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing of or noticing of any form of valid appeal from the Judgment (i.e., sixty (60) calendar days after the entry of Judgment, pursuant to California Rule of Court 8.104 and California Code of Civil Procedure section 904.1). At no time will Defendant have an obligation to fund the Settlement until after the occurrence of this Effective Date.

12. "Final Approval" means the date on which the Court enters an Order granting final approval of the Settlement Agreement, substantially in the form attached hereto as Exhibit C to this Settlement Agreement and incorporated by reference into this Agreement.

13. "Gross Settlement Amount" means Two Million Four Hundred Eighty Five Thousand Dollars ($2,485,000). The Gross Settlement Amount consists of all Class Member Payments to Participating Class Members, Attorneys' Fees and Costs to Class Counsel, the Representative Enhancement Payment to Plaintiff (which is separate from Plaintiff's Payment, as defined below), the PAGA Settlement Amount to the Labor and Workforce Development Agency ("LWDA") and the PAGA Group Members, and Settlement Administration Costs to the Settlement Administrator. The Gross Settlement Amount excludes payment for Plaintiff's individual settlement for non-wage-and-hour claims ("Plaintiff's Payment"), as set forth in Plaintiff's Release Agreement (defined below), which shall be separately paid by Defendant and is separately memorialized in a confidential individual settlement agreement. In addition to the Gross Settlement Amount, Defendant will separately pay: i) applicable payroll taxes on the wage component of the settlement awards and ii) Plaintiff's Payment, but Defendant will otherwise not be liable for more than the Gross Settlement Amount. The Gross Settlement Amount is subject to the Escalation Clause addressed below in Paragraph 52.

14. "Individual Settlement Payments" means both the Class Member Payment and PAGA Group Member Payment.

15. "Judgment" means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Settlement Agreement.

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16. "Memorandum of Agreement" or "MOA" means the short form settlement agreement reflected in the Confidential Memorandum of Agreement executed by the Parties on or about July 22, 2026.

17. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining after deduction of the approved Representative Enhancement Payment, Settlement Administration Costs, the PAGA Settlement Amount, and Attorneys' Fees and Costs. The entire Net Settlement Amount will be distributed to Participating Class Members without the need to submit claim forms.

18. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's first and last name, signature, address, and telephone number; (b) a written statement of all grounds for the objection; and (c) copies of any papers, briefs, or other documents upon which the objection is based. Any Class Member who does not submit a valid written objection to the Settlement, or who fails to otherwise comply with the requirements of Paragraph 48 will be foreclosed from objecting to the Settlement and/or seeking any adjudication or review of the Settlement, by appeal or otherwise.

19. "Notice Packet" means the Notice of Class Action and Representative Action Settlement to be provided to the Class Members by the Administrator, substantially in the form attached as Exhibit A.

20. "Operative Complaint" means the operative complaint filed in the *Martin* PAGA Matter, to be filed pursuant to Paragraph 40(a).

21. "PAGA Group Member(s)" or "PAGA Group" means all persons who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, and classified as non-exempt employees within the State of California at any time during the PAGA Period.

22. "PAGA Group Member Payment" means each PAGA Group Member's share of the PAGA Fund.

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23. "PAGA Notice" collectively means Plaintiff's November 14, 2024 letter to Defendant and the LWDA, and Plaintiff's October 16, 2026 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).

24. "PAGA Pay Periods" means the biweekly pay periods during which PAGA Group Members worked during the PAGA Period.

25. "PAGA Period" means the period from November 21, 2023 through either the date the Court grants preliminary approval of the Settlement or October 14, 2026, whichever occurs first.

26. "PAGA Settlement Amount" means the amount the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") and PAGA Group Members in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq*., "PAGA"). The Parties have agreed that Fifty Thousand Dollars ($50,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement Amount. Pursuant to PAGA, Sixty-Five Percent (65%), i.e., Thirty Two Thousand Five Hundred Dollars ($32,500) of the PAGA Settlement Amount, will be paid to the LWDA (the "LWDA Payment"), and the remaining Thirty-Five Percent (35%), i.e., Seventeen Thousand Five Hundred Dollars ($17,500) ("PAGA Fund"), will be distributed to the PAGA Group Members without the need to submit claim forms.

27. "Parties" means Plaintiff and Defendant collectively.

28. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion.

29. "Preliminary Approval" means the date on which the Court enters an Order granting preliminary approval of the Settlement Agreement, substantially in the form attached hereto as Exhibit B to this Settlement Agreement.

30. "Released Class Claims" means the claims released by Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and include all claims, rights, demands, liabilities, and causes of action, whether known or unknown, suspected or unsuspected, that were

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pleaded in the Operative Complaint, are based on the factual allegations contained in the Operative Complaint, or that could have been alleged based on the same set of operative facts as those pleaded in the Operative Complaint, during the Class Period. The Released Class Claims excludes all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability insurance, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

31. "Released PAGA Claims" means the claims released by Plaintiff (as a representative for the State of California) and the LWDA for any PAGA civil penalties and includes all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties, whether known or unknown, suspected or unsuspected, that were plead in the PAGA Notice or that could have been alleged based on the same set of operative facts as those plead in the PAGA Notice. The Released PAGA Claims do not release any non-PAGA right of action, but do release any claims, rights, demands, liabilities, and causes of action for attorneys' fees and/or costs arising from or related to the PAGA claims alleged in Plaintiff's PAGA Notice. PAGA Group Members cannot request exclusion from the PAGA Settlement.

32. "Released Parties" means Defendant United Rentals (North America), Inc. and any and all of its former and present parents (including but not limited to United Rentals, Inc.), subsidiaries, affiliates, related persons or entities, joint employers, as well as any of its or their predecessors, assigns, successors, partners, officers, directors, employees, shareholders, members, managers, managing agents, owners, agents, attorneys, insurers, servants, and representatives, and any other person or entity that could be jointly and/or severally liable with any of the aforementioned released parties.

33. "Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Actions on behalf of Class Members and PAGA Group Members, as well as the state of California. The Representative Enhancement Payment is separate and apart from any money Plaintiff is entitled to as a Class Member and PAGA Group Member. Defendant will not oppose Plaintiff's application to the Court for a Representative Enhancement Payment of up to Fifteen Thousand Dollars ($15,000).

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34. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the class portion of the Settlement. The Request for Exclusion shall: (a) be signed by the Class Member requesting exclusion; (b) contain the first and last name and the last four digits of the Social Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Settlement; (d) be returned by mail to the Settlement Administrator at the specified address; and (e) be postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means by which to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Participating Class Member and will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. PAGA Group Members cannot request exclusion from the PAGA portion of the Settlement.

35. "Response Deadline" means the deadline by which Class Members must postmark to the Settlement Administrator valid Requests for Exclusion, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may be extended by express agreement between Class Counsel and Defendant's Counsel. Except as expressly set forth in this Settlement Agreement, the Settlement Administrator will not have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or objection to the Settlement.

36. "Settlement Administrator" means ILYM Group, Inc., the third-party class action settlement administrator chosen by Class Counsel and approved by Defendant and the Court for the purposes of administering this Settlement. The Settlement Administrator's duties will include, but are not limited to, reporting payments of the Class Members and PAGA Group Members to all required taxing and other authorities, taking appropriate withholding from the Class Member Payments, issuing IRS Forms W-2 and 1099 for Class Member Payments, and issuing IRS

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Form 1099 for PAGA Group Member Payments. The Settlement Administrator will also pay all employer payroll taxes that will be separately funded by Defendant. It is also understood and agreed that the Settlement Administrator will establish a Qualified Settlement Fund, or QSF, pursuant to Section 468B(g) of the Internal Revenue Code for the purpose of administering the Settlement.

37. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, mailing reminder postcards, calculating estimated amounts per Class Member and PAGA Group Member, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth in this Settlement Agreement in order to process this Settlement, and as requested by the Parties or Court. All of the costs, fees, and expenses incurred by the Settlement Administrator in performing these functions shall be paid and deductible from the Gross Settlement Amount. Based on the estimate obtained by Class Counsel, the Settlement Administration Costs are not expected to exceed $27,885. To the extent that actual Settlement Administration Costs exceed this estimate, such excess amount will be deducted from the Gross Settlement Amount. To the extent that actual Settlement Administration Costs are less than this estimate, the allocated-but-not-paid amount will be distributed to Participating Class Members pro rata.

38. "Workweek(s)" means any seven consecutive days, starting with the same calendar day each week. "Workweek(s)" is a fixed and regularly recurring period of 168 hours (seven consecutive 24-hour periods).

TERMS OF AGREEMENT

Plaintiff, on behalf of himself, the Class Members and the PAGA Group, and Defendant, agree as follows:

39. **Monetary Terms of Settlement:**

a. Gross Settlement Amount: In exchange for the promises set forth herein, Defendant will make a one-time deposit of the Gross Settlement Amount into a Qualified

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Settlement Fund (to be established by the Settlement Administrator) within seven (7) calendar days of the Effective Date ("Funding Date"). Defendant will pay the employer's share of payroll taxes separately and Plaintiff's Payment in addition to the Gross Settlement Amount. Except as to 1) the separate payroll taxes due on the wage portion of the Gross Settlement Amount and 2) Plaintiff's Payment, and subject to Paragraph 52, Defendant will not be obligated to pay more than the Gross Settlement Amount. Each Participating Class Member will be responsible for paying their share of taxes due on their portion of the Gross Settlement Amount. Each PAGA Group Member shall be responsible for paying their share of taxes due on their portion of the PAGA Fund.

b. Division of Settlement Amounts:

i. **Type of Settlement:** This Settlement is non-reversionary. Defendant maintains no reversionary right to any portion of the Gross Settlement Amount. This Settlement does not require Class Members or PAGA Group Members to submit a claim form to participate in the Settlement.

ii. **Calculation of Class Member Payment Amounts:** The Settlement Administrator will allocate the Class Member Payments to the Participating Class Members proportionate to each Participating Class Member's individual total Workweeks. A Participating Class Member's individual total Workweeks will be based on the number of Workweeks that the Participating Class Member worked as a non-exempt employee in California during the Class Period. Participating Class Members are entitled to one hundred percent (100%) of the Net Settlement Amount. If there are any valid Requests for Exclusion, the Settlement Administrator will proportionately increase the Class Member Payments for each Participating Class Member, so the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

iii. **Calculation of PAGA Group Member Payment Amounts:** The Settlement Administrator will allocate the PAGA Group Member Payments to the PAGA Group Members proportionate to each PAGA Group Member's individual total PAGA Pay Periods. Each PAGA Group Member's individual total PAGA Pay Periods will be based on the number of PAGA

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Pay Periods a PAGA Group Member worked as a non-exempt employee in California during the PAGA Period. PAGA Group Members are entitled to the entire PAGA Fund.

iv. **Tax Allocation:** All Individual Settlement Payments will be allocated as follows: 34% to settlement of wage claims and 66% to settlement of claims for interest and penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to interest and penalties will be reported on an IRS Form 1099 by the Settlement Administrator. If Class Members opt out of the Settlement, they will still be entitled to their share of the PAGA Fund, in which case the entire award will be treated as a settlement of PAGA civil penalties under PAGA and therefore reported on an IRS Form 1099.

v. **Cashing of Checks and Unclaimed Funds:** Participating Class Members and PAGA Group Members will have 120 calendar days after the initial date of mailing of their Individual Settlement Payments to cash their Individual Settlement Payments check and will be advised of the deadline. Ninety days after the Individual Settlement Payments checks are mailed, the Settlement Administrator will mail reminder postcards to Class Members and PAGA Group Members whose checks remain uncashed.

vi. Any failure of a Participating Class Member and/or PAGA Group Member to deposit a check will not affect the enforceability of the release of claims as stated in this Settlement Agreement, as the Parties jointly agree valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks.

vii. Proceeds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining uncashed for more than one hundred and twenty (120) calendar days after issuance will be tendered pursuant to Code of Civil Procedure section 384 to the following nonprofit organization: United Compassion Fund ("Cy Pres Funds"). In the event the Court does not approve the United Compassion Fund for whatever reason, the parties agree that the Cy Pres Funds should instead be distributed to Legal Aid at Work.

c. Attorneys' Fees and Costs:

i. **Attorneys' Fees:** The Parties agree Class Counsel may seek, and

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Defendant will not oppose, up to one-third of the Gross Settlement Amount as attorneys' fees, i.e., Eight Hundred Twenty Eight Thousand Three Hundred Thirty Three Dollars ($828,333). Attorneys' fees and costs shall be paid to Class Counsel Blumenthal Nordrehaug Bhowmik De Blouw LLP.

ii. **Costs:** The Parties agree Class Counsel may seek, and Defendant will not oppose, up to Forty Thousand Dollars ($40,000) as reasonable out-of-pocket costs and expenses subject to reasonable proof if required by the Court.

iii. Class Counsel will not seek attorneys' fees or costs in excess of the amounts expressly set forth above.

iv. Class Counsel assumes full responsibility and liability for any taxes owed on the Attorneys' Fees and Costs and holds the Released Parties harmless, and indemnifies the Released Parties, from any dispute or controversy regarding the payment of Attorneys' Fees or Costs.

v. Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorneys' fees and costs.

d. Representative Enhancement Payment: The Parties agree Defendant will not oppose Plaintiff's application to the Court for the Representative Enhancement Payment, in addition to Plaintiff's Payment and Plaintiff's Individual Settlement Payments, in the amount of up to Fifteen Thousand Dollars ($15,000), to be paid out of the Gross Settlement Amount. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Representative Enhancement Payment.

40. **Non-Monetary Terms of Settlement:**

a. Filing of Amended Complaint: The Parties agree Plaintiff will file a First Amended Class Action Representative Action Complaint ("FAC") in the *Martin* PAGA Matter to include all class claims and allegations asserted in the *Martin* Matter, via a stipulation or, if necessary, a motion for leave to amend (which shall be unopposed so long as it is consistent with this Settlement Agreement). Plaintiff's FAC will also include any additional PAGA and class claims and allegations for any alleged violations discussed during mediation, to the extent those

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are not already addressed in the PAGA complaint, including alleged unpaid wages on account of on-call pay, Labor Code section 204 violations, failure to provide records upon request under both Labor Code section 226 and 1198.5, and failure to keep and maintain accurate payroll records. To the extent allegations of unpaid wages on account of on-call pay, Labor Code section 204 violations, failure to provide records upon request under both Labor Code section 226 and 1198.5, and failure to keep and maintain accurate payroll records are not already discussed in the notices filed with LWDA, Plaintiff will file an amended notice with the LWDA and will take any and all reasonable steps necessary to validly and effectively amend his complaint to reflect those alleged claims and theories of liability. The Parties stipulate to the filing of the FAC solely for purposes of settlement. The FAC shall be the "Operative Complaint." If, for any reason, the Settlement is not effectuated, the Operative Complaint will be null and void (but without prejudice to Plaintiff seeking leave to amend his complaint) and the Actions will be restored to their *status quo ante* as of the date of the Parties' MOA, and the Parties will cooperate to the fullest extent possible to restore the Actions to their *status quo ante.* By stipulating to the filing of an amended complaint for the purpose of Settlement, Defendant is in no way agreeing an amendment would be appropriate outside the context of this Settlement.

b. Tolling: The Parties have agreed, pursuant to California Code of Civil Procedure section 583.330 [extension by agreement among the Parties] to extend the five-year statute of limitations set forth in California Code of Civil Procedure section 583.310 for the entire duration of time that the Settlement approval process is pending. This extension during the pendency of the Settlement approval process would remain in effect if approval is not granted.

41. **No Credit Toward Benefit Plans:** The Individual Settlement Payments made to Participating Class Members and PAGA Group Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members, PAGA Group Members or both may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or

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amounts to which any Class Members, PAGA Group Members, or both may be entitled under any benefit plans.

42. **Notice to the LWDA:** Within ten days after either (1) Final Approval if the Settlement is approved or (2) entry of order denying the Settlement if the Court does not approve the Settlement, Class Counsel will provide a copy of the Superior Court's Judgment or Order to the LWDA pursuant to Labor Code section 2699(*l*)(3). A copy of the Settlement Agreement and Complaint will be timely served on the LWDA.

43. **Settlement Administration Process:**

a. Appointment of Settlement Administrator: Subject to the Court's approval, Plaintiff has selected, and Defendant approves, ILYM Group Inc. to serve as the Settlement Administrator. The costs of settlement administration will be paid out of the Gross Settlement Amount prior to distribution to the Participating Class Members and PAGA Group Members. The Parties agree to cooperate in the administration of the Settlement and make reasonable efforts to control and minimize the costs and expenses incurred in the administration.

b. Delivery of Class List and Data: Within thirty (30) days of Preliminary Approval of Settlement by the Court, Defendant shall deliver to the Settlement Administrator the Class List and Data. This information will remain confidential and will not be shared with Plaintiff or his counsel except as set forth in this paragraph. This provision will not preclude the Settlement Administrator from sharing information relating to specific Class Members if the need arises with respect to any objections, disputes, opt-outs, or similar issues by specific Class Members, or a Class Member's request to speak with Class Counsel during the settlement approval process; provided, however, that Class Counsel will not have access to the last known address or Social Security Numbers for any Class Members unless agreed to in writing by Defendant's counsel, or such Class Members voluntarily agree to provide such information to Class Counsel.

c. Delivery of the Notice Packet: The Settlement Administrator will prepare a Notice Packet for each Class Member and PAGA Group Member and deliver it by First Class U.S. Mail to each Class Member and PAGA Group Member within twenty (20) calendar days of the receipt of the Class List and Data. Prior to mailing, the Settlement Administrator will perform

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a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Class Members will have until the Response Deadline to opt out of the class portion of the Settlement. PAGA Group Members cannot opt out of the PAGA portion of the Settlement. Any Notice Packet returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or Social Security Number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement. Before mailing any Notice Packets, the Settlement Administrator will provide a Notice Packet template for review by Class Counsel and counsel for Defendant. The template will not contain any Class Member names or data specific to any Class Members.

44. **Issuance of Payment:** Attorneys' Fees and Costs, the LWDA Payment, the Representative Enhancement Payment, and Individual Settlement Payments will be distributed by the Settlement Administrator within fourteen (14) calendar days after the Funding Date.

45. **Tax Forms:** The Settlement Administrator (and not Defendant) will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Group Members, and Class Counsel any W-2, IRS Form 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, with the exception of funds paid for Plaintiff's Payment. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities, with the exception of payroll taxes and penalties due on account of Plaintiff's Payment, which will be detailed in the separate individual settlement agreement.

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46. **Request for Exclusion Procedures:** Any Class Member wishing to opt-out from the class portion of the Settlement shall sign and postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who shall certify to, and notify, Class Counsel and Defendant's Counsel of the Requests for Exclusion that were timely submitted. Plaintiff will not request exclusion from this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to opt out of the Settlement.

47. **Defective Submissions:** If a Class Member's Request for Exclusion is defective as to the requirements listed in this Settlement Agreement, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three business days of receiving the defective submission to advise the Class Member their submission is defective, and the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline, or (b) fifteen calendar days from the date of the cure letter, whichever date is later, to postmark a valid Request for Exclusion. If a Class Member fails to correct the identified deficiencies after receiving a cure letter, the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it shall be deemed untimely.

48. **Objection Procedures:** To object to the Settlement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written or oral objections to the Settlement or appeal from the final approval order and Judgment.

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Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member submits both a Request for Exclusion and a Notice of Objection, the Settlement Administrator will attempt to contact the Class Member and determine whether the Class Member would like to withdraw either the Request for Exclusion or the Notice of Objection. If the Class Member does not withdraw the Request for Exclusion, or if the Settlement Administrator is unable to make contact with a Class Member who submits both a Request for Exclusion and a Notice of Objection, the Request for Exclusion will be valid and it will be presumed that the Class Member does not wish to participate in the class portion of the Settlement.

49. **Certification Reports Regarding Class Member Exclusions, Payments, and Payment Calculations:** The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the Net Settlement Amount attributed to Class Members who have submitted valid Requests for Exclusion; (c) whether any Class Member has submitted a Notice of Objection; (d) whether any Class Member has submitted a challenge to any information contained in their Notice Packet; and (e) the amounts of cashed and uncashed checks, and number of Class Members entitled to a reminder postcard. Additionally, the Settlement Administrator shall provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested. The Settlement Administrator will also prepare a final opt-out report within seven (7) days of the Response Deadline, or the Re-mailing Response Deadline, if applicable, to both Defendant's Counsel and Class Counsel pursuant to Defendant's Right to Rescission in Paragraph 53.

50. **Certification of Completion:** Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration(s) under oath to certify such completion to the Court and counsel for all Parties.

51. **Class Member Workweeks and PAGA Group Pay Periods:** Based on its records, Defendant estimated that there were approximately 3,394 Class Members who collectively worked a total of 244,704 Workweeks through the date of mediation, June 16, 2026 (this figure excludes 155,525 Workweeks covered by the 2023 class action and PAGA settlement

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in *Wallen v. United Rentals (North America), Inc., et al.*, Stanislaus Superior Court Case No. CV-22-000399, because those Workweeks were subject to the prior release in *Wallen*). Defendant estimated that there were approximately 2,625 PAGA Group Members who collectively worked a total of 105,075 PAGA Pay Periods through the date of mediation, June 16, 2026.

52. **Escalation Clause:** The Gross Settlement Amount was calculated based on the approximately 244,704 Workweeks worked by Class Members from June 6, 2023 to June 16, 2026 (155,525 Workweeks covered by the 2023 class action and PAGA settlement in *Wallen v. United Rentals (North America), Inc., et al.*, Stanislaus Superior Court Case No. CV-22-000399 ("*Wallen*"), were not counted as these Workweeks were subject to a prior release). If the total number of Workweeks worked by Class Members during the Class Period is more than a 10% increase in the number of Workweeks (i.e., more than 269,174 Workweeks for the Class Period after subtracting the 155,525 Workweeks covered by *Wallen*), then at Defendant's option, Defendant may either: (a) increase the Gross Settlement Amount by 1% for every full 1% increase in Workweeks over the 10% threshold (any fractional percentage increase shall be disregarded) or (b) shorten the Class Period to the date when the threshold number of Workweeks (i.e., 269,174) is reached. Within seven (7) calendar days of receipt of the Class List and Data by the Settlement Administrator, the Settlement Administrator will provide to Class Counsel, without revealing any confidential information such as names, Social Security Numbers, or addresses, the total number of Workweeks worked by all Class Members at which time Defendant will advise of its option under this Escalation Clause if it is triggered.

53. **Right to Rescission:** If 1% or more of the Class Members opt-out, Defendant will have the right, in its sole discretion, to rescind and void the Settlement (and Stipulation and MOA). To do so, Defendant must provide written notice, such as through email, to Class Counsel within ten (10) days of receiving the Settlement Administrator's final opt-out report. However, if this option is exercised by Defendant, Defendant will be solely responsible for the costs charged by the Settlement Administrator as a result of any settlement administration.

54. **Tax Liability:**

a. **Circular 230 Disclaimer:** EACH PARTY TO THIS AGREEMENT

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ACKNOWLEDGES AND AGREES (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

b. Neither the Parties nor their attorneys make any representations as to the tax treatment of the payments called for hereunder, and neither Class Members nor PAGA Group Members shall rely on any statement or representation by the Parties or their attorneys. Class Members and PAGA Group Members are advised that they will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described here and will defend, indemnify, and hold the Released Parties harmless from and against any claims resulting from treatment of the payments described here.

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55. **No Prior Assignments:** The Parties and their counsel represent, covenant, and warrant 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 in this Settlement Agreement released and discharged.

56. **Release by Participating Class Members:** Effective on the date when Defendant funds the Gross Settlement Amount, all Participating Class Members fully and finally release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all applicable Released Class Claims during the Class Period. Each Participating Class Member will be deemed to have made the foregoing release as if by manually signing it. In light of the method of notice set forth by this Settlement Agreement, and subject to final Court approval, all Participating Class Members shall be bound by the Settlement and shall release the Released Parties from the Released Class Claims during the Class Period, even if they never received mailed notice of the Actions or this Settlement or cashed their check. Upon the Effective Date, Participating Class Members will be forever barred from pursuing against the Released Parties any and all of the Released Class Claims.

57. **Release by Plaintiff and** the **LWDA** Effective on the date when Defendant funds the Gross Settlement Amount, Plaintiff (as a representative for the State of California) and the LWDA fully and finally releases and forever discharges Released Parties, to the fullest extent permitted by law, of and from any and all applicable Released PAGA Claims during the PAGA Period. In light of the method of notice set forth by this Settlement Agreement, and subject to final Court approval, Plaintiff and the LWDA shall release the Released Parties from the Released PAGA Claims during the PAGA Period, even if they never received mailed notice of the Actions or this Settlement or cashed their check. The order granting final approval and judgment will have the same effect under *Arias v. Superior Court* (2009) 46 Cal.4th. 969 as if the Released PAGA Claims had been litigated to a judgment covering all PAGA Group Members. This means that, by operation of the order granting final approval and judgment, neither the State of California nor any of the PAGA Group Members (including Plaintiff) may pursue recovery of civil penalties from Defendant or any of the other Released Parties for any of the Released PAGA Claims.

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Accordingly, effective on the date when Defendant funds the Gross Settlement Amount, the PAGA Group Members (including Plaintiff) and the LWDA will be forever barred from pursuing against the Released Parties any and all of the Released PAGA Claims.

58. **Plaintiff's Separate Individual Settlement Agreement and General Release:** Plaintiff represents that he has additional individual claims against Defendant that are not alleged in the Actions or the Operative Complaint. Therefore, concurrently with the execution of this Agreement, the Parties are entering into a separate individual settlement agreement ("Plaintiff's Release Agreement") pursuant to which Plaintiff is generally releasing, to the fullest extent permitted by law, all known and unknown claims of any kind or nature against Defendant and the other Released Parties and waiving section 1542 of the California Civil Code, among other standard terms and conditions negotiated and agreed by the Parties. In return, Defendant has agreed to make a separate payment to Plaintiff, which will be paid in addition to the Gross Settlement Amount and will not be made until and unless this Settlement becomes Effective, as further explained in Plaintiff's Release Agreement. If the Court requires the Parties to submit the terms of Plaintiff's Release Agreement to obtain approval of this Settlement, the Parties agree that Plaintiff will submit Plaintiff's Release Agreement in camera under seal to the Court.

59. **Settlement Documentation and Approval:** The Settlement is contingent upon judicial approval. If the Court does not approve this Settlement, or if the Court's final approval of the Settlement is reversed, the Settlement shall be null and void and will not be admissible in any other proceeding or action.

60. **Preliminary Approval Hearing:** Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class Members for settlement purposes only; (b) preliminary approval of this proposed Settlement Agreement; and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified in this Settlement Agreement and the appointment of the Settlement Administrator. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this

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Settlement, and will include the proposed Notice Packet, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval, at Plaintiff's expense. Class Counsel will provide to the LWDA a copy of the proposed Settlement at the same time it is submitted to the Court pursuant to Labor Code section 2699(*l*)(2). At least fifteen (15) days before filing the motion for preliminary approval of the Settlement, Class Counsel will send the draft motion to Defendant's counsel for review and comment.

61. **Final Settlement Approval Hearing and Entry of Judgment:** Upon expiration of the deadlines to postmark Requests for Exclusion, or objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine whether to grant final approval of the Settlement, as well as the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) Settlement Administration Costs; (c) Representative Enhancement Payments; and (d) the LWDA Payment. Class Counsel will be responsible for drafting all documents necessary to obtain final approval, at Plaintiff's expense. Class Counsel will also be responsible for drafting the Attorneys' Fees and Costs application as well as the Representative Enhancement Payments application to be heard at the final approval hearing. At least fifteen (15) days before filing the motion for final approval of the Settlement, Class Counsel will send the draft motion to Defendant's counsel for review and comment.

62. **Judgment and Continued Jurisdiction:** Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a jointly prepared Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

63. **Dismissal of the Actions:** Within seven (7) days of the Effective Date, counsel for Plaintiff shall cause: (1) an order of dismissal with prejudice to be filed in the *Martin* Arbitration, and (2) an order of dismissal without prejudice to be filed in the *Martin* Matter.

64. **Use and Return of Data:** Information and documents provided to Class Counsel in connection with the mediation, settlement negotiations, or this Settlement may be used only

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with respect to this Settlement and/or the Settlement approval process, and no other purpose, and may not be used in any way that violates any existing protective order, contractual agreement, statute, or rule of court.

65. **Preclusive Effect of Settlement:** The terms of this Settlement Agreement, the approval order, and the Judgment are binding on Plaintiff, Participating Class Members, and PAGA Group Members, as well as their heirs, executors, and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata, collateral estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings constitute Released Class Claims, Released PAGA Claims, or Plaintiff's Released Claims as set forth in the Agreement. Notwithstanding any other provision in this Settlement Agreement, this Settlement Agreement, the approval order, and the Judgment in the Actions may be filed in any action against or by Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, Judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

66. **Exhibit Incorporated by Reference:** The terms of this Settlement include the terms set forth in any attached exhibits, which is incorporated by this reference as though set forth in this Settlement Agreement. Any exhibits to this Settlement are an integral part of this Settlement.

67. **Entire Agreement:** This Settlement Agreement, Plaintiff's Release Agreement, and the attached exhibits constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral agreements, including the MOA, can be deemed binding on the Parties.

68. **Amendment or Modification:** This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors-in-interest.

69. **Binding on Successors and Assigns:** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

70. **No Admission/Denial of Liability:** The Parties enter into this Settlement in order

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to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Similarly, in entering into this Settlement, Plaintiff does not admit, and specifically denies, that Defendant's defenses in the Action have merit. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law; nor should it be intended or construed as an admission by Plaintiff that Plaintiff's claims lack merit or that Defendant's defenses in the Action have merit. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a noncompliance with, federal, state, local, or other applicable law.

71. **Confidentiality and No Publicity:** The Parties and their counsel agree that they will maintain the confidentiality of the negotiations and terms of this Stipulation until filed in Court. Further, Class Counsel agrees not to make public statements, unrelated to routine settlement administration, about the Actions or Settlement at any time (including through any vague references, such as referring to a settlement with the "largest equipment rental company"). This provision does not prohibit counsel from notifying AAA or the courts in any of the Actions that there is a pending Settlement or from sharing factual information in response to direct inquiries from the court, Class Members, PAGA Group Members, and/or the LWDA, nor does it prevent them from disseminating—in written, telephonic, or electronic form—notice of the Settlement and public court documents pertaining to the Actions and Settlement to keep Class Members, PAGA Group Members, and the LWDA informed and notified of the Settlement. Nor does it prohibit Defendant's Counsel from communicating with counsel, the court, the arbitrator, or the arbitration

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service provider in any related actions regarding the pending Settlement. Plaintiff agrees not to publicize the Settlement at any time, and if contacted by the media, Plaintiff will not comment but will instead refer such media to their counsel. Nothing in this paragraph will be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with their ethical obligations owed to Class Members. Further, nothing in this Agreement will be construed to restrict Plaintiff, Class Counsel, Defendant, and/or Defendant's Counsel from disclosing this Settlement Agreement to: (1) the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel, the court, the arbitrator, or the arbitration service provider in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. For the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, or to seek approval of comparable settlements, Class Counsel may disclose in court filings information about the Actions and Settlement available in the public record.

72. **Non-disparagement**: Plaintiff agrees that at no time in the future will he knowingly or maliciously make false statements about Defendant or any of the other Released Parties. For example, Plaintiff agrees that he shall not make publicly disparaging statements about the Defendant's products or services that are not tied to complaints about a labor controversy with Defendant. The Parties acknowledge and agree that this non-disparagement provision applies to statements made verbally or in a writing, including in any electronic media. Notwithstanding any provision to the contrary, nothing in this Settlement Agreement prohibits Plaintiff from reporting alleged violations of law or regulation to an appropriate governmental agency or entity or making other disclosures or statements that are protected under applicable law, including but not limited to, the National Labor Relations Act, as amended. Plaintiff does not need the prior authorization of Defendant to make any such reports or disclosures, and Plaintiff is not required to notify Defendant that he has made such reports or disclosures. Further, nothing in this Settlement Agreement prevents Plaintiff from discussing or disclosing factual information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that he has reason to

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believe is unlawful.

73. **References:** Plaintiff has no present intention to apply for employment with Defendant or any of its subsidiaries or affiliated entities. Plaintiff understands, without conceding, that: (1) Defendant has a good-faith belief that it has a legitimate, non-discriminatory and non-retaliatory reason for refusing to rehire him, and (2) Defendant has made and documented a good-faith determination, before Plaintiff's discharge, that Plaintiff engaged in timecard fraud. Defendant agrees that, except as required by law, in response to all inquiries or requests for information regarding Plaintiff's employment with Defendant, Defendant shall only provide information regarding Plaintiff's dates of employment and job title. Should Plaintiff obtain employment at a company that is subsequently acquired by United Rentals, United Rentals, Inc., or any of its or their subsidiaries or affiliated companies, Plaintiff agrees to immediately resign his employment with that company.

74. **Governing Law:** This Settlement Agreement is made under the laws of the State of California, without regard to otherwise applicable principles of conflicts of laws, whether of the State of California or any other jurisdiction.

75. **Authority to Sign:** The signatories represent and warrant they each have the authority to sign on behalf of their designated Parties.

76. **Signatures:** This Settlement Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Photographic or facsimile copies as well as DocuSign signatures of any such signed counterparts may be used in lieu of the original for any said purpose.

77. **Acknowledgment the Settlement is Fair and Reasonable:** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge they are each represented by competent counsel of their choice and they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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78. **Invalidity of Any Provision:** Before declaring any provision of this Settlement Agreement invalid, the Court must first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to deem all provisions of this Settlement Agreement valid and enforceable.

79. **Class Action Certification for Settlement Purposes Only:** The motion for preliminary approval seeking, among other things, certification of a class is for purposes of the Settlement only. If, for any reason, the Settlement is not approved or if the Court's final approval of the Settlement is reversed, the stipulation to certification will be void. This Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified as Plaintiff proposed; (ii) Defendant is liable to Plaintiff or the Class; or (iii) that Defendant's defenses to class certification have merit.

80. **Captions:** The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

81. **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 and the Class:

Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

To Defendant:

Julie M. Capell
Nancy R. Thomas
Jaime D. Walter
Davis Wright Tremaine LLP
350 South Grand Avenue, 27th Floor
Los Angeles, California 90071

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Tel.: (213) 633-6800
Fax: (213) 633-6899
E-Mail: juliecapell@dwt.com
nancythomas@dwt.com
jaimewalter@dwt.com

82. **Waiver:** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties shall be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

83. **Enforcement Action:** In the event one or more of the Parties institutes any legal action or other proceeding against any other Party to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

84. **Mutual Preparation:** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact it may have been prepared by counsel for one of the Parties, it being recognized, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

85. **Cooperation and Execution of Necessary Documents:** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties will also cooperate in good faith to continue and/or vacate any and all upcoming court and arbitration dates, hearing/conference dates, and/or deadlines, such as deadlines to respond to discovery and/or file and serve motion(s) to compel and motions for class certification, in all Actions. The Parties agree that no discovery shall take place while the Settlement is pending. The Parties also agree to stay the *Martin* Arbitration while the Settlement is pending.

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THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE AGREEMENT AND KNOW THE CONTENTS OF THE AGREEMENT AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DEFENDANT UNITED RENTALS (NORTH AMERICA), INC.

Dated: 11/9/2026

Signed by: Jeffrey Pegula 800CD017419D4BA

By: Jeffrey Pegula

Its: Associate General Counsel & Director, Legal Affairs, an authorized representative

PLAINTIFF

Dated: 10/28/2026

Mario martin (Oct 28, 2026 10:37:19 PDT)

Mario Martin

Approved as to form and content:

Dated: 11/6/26

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 11/10/2026

Julie M. Capell
Davis Wright Tremaine LLP
Attorney for Defendant

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EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR FINAL COURT APPROVAL]

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EXHIBIT "A"

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

Martin v. United Rentals (North America), Inc.,
Superior Court of the State of California, County of Alameda, Case No. 25CV108308

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.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible to receive money from an employee class action lawsuit ("Action") against United Rentals (North America), Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by former employee Mario Martin ("Plaintiff"), who seeks payment of (1) wages and other relief on behalf of all persons who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, and classified as non-exempt employees within the State of California at any time during the Class Period (December 13, 2020 through October 14, 2026) ("Class Members"), and (2) penalties and other relief on behalf of all persons who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, and classified as non-exempt employees within the State of California at any time during the PAGA Period (November 21, 2023 through October 14, 2026) ("PAGA Group Members").

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

Based on Defendant's records, and the Parties' current assumptions, **your Class Member Payment is estimated to be <<$_____>> (less withholdings), and your PAGA Group Member Payment is estimated to be <<$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If $0.00 is stated, then according to Defendant's records you are not eligible for that payment.)

The above estimates are based on Defendant's records showing that **you worked <<_____>> workweeks** as a non-exempt employee in California during the Class Period and **you worked <<_____>> pay periods** as a non-exempt employee in California during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 or not you act. Read this Notice carefully. You will be deemed to have carefully

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read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendant.

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 a Class Member Payment and/or a PAGA Group Member Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims against Defendant as described in Section 4 below.

(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 Settlement Administrator in writing. If you opt-out, you will not receive a Class Member Payment, however you will preserve your right to personally pursue Released Class Claims against Defendant. If you are a PAGA Group Member, you remain eligible for a PAGA Group Member 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 Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for a Class Member Payment and a PAGA Group Member 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).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____.**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for a Class Member Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. You will still be paid your PAGA Group Member Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.

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Participating Class Members Can Object to the Settlement **Written Objections Must be Submitted by the Response Deadline** **_____**	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 can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **8** of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on_____ at _____ [a.m./p.m.], at the Alameda County Superior Court, in Department 19 before Judge Joscelyn Jones. This hearing may change as explained below in Section **9**. 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 **9** of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods **Written Challenges Must be Submitted by the Response Deadline (_____)**	The amount of your Class Member Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your PAGA Group Member Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of 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 must challenge it by _____. See Section **5** of this Notice.

1. What is action about?

Plaintiff was an employee of Defendant. The Action accuses Defendant of violating California labor laws by allegedly failing to pay minimum and overtime wages, failing to provide required meal and rest periods and unpaid premiums, failing to maintain and provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failing to pay sick wages, and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act ("PAGA"). On _____, 2026, Plaintiff filed the First Amended Class and Representative Action Complaint, which is the "Operative Complaint".

Defendant denies that it has done anything wrong and disputes all the claims in the Action.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an

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effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement") and agreeing to ask the Court to enter a judgment ending the Action and enforcing the Settlement 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 strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to approve the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. **Defendant has agreed to pay an "all in" amount of Two Million Four Hundred Eighty-Five Thousand Dollars ($2,485,000) (the "Gross Settlement Amount").** The Gross Settlement Amount includes all Class Member Payments, Attorneys' Fees and Costs to Class Counsel, a Representative Enhancement Payment to Plaintiff, the Settlement Administration Costs, and the PAGA Settlement Amount for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Class Member Payments allocated to wages will be separately paid by Defendant. Defendant will fund the Gross Settlement Amount and the amount necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Settlement Administrator no later than 7 days after the Effective Date. The "Effective Date" means the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail your check to you.

Court Approved Deductions from the Gross Settlement Amount. Certain payments will be deducted from the Gross Settlement Amount before checks are mailed. The amounts of these payments will be decided by the Court at the Final Approval Hearing:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed $27,885, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals $828,333 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed $40,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will request, and the final amounts to be paid will be decided at the Final Approval Hearing.

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- Representative Enhancement Payment. A Representative Enhancement Payment in an amount not more than $15,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook. The amount stated is what Plaintiff will request, and the final amount to be paid will be decided at the Final Approval Hearing.

- PAGA Settlement Amount. A payment of $50,000 relating to Plaintiff's claim under PAGA, $32,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining $17,500 ("PAGA Fund") will be distributed to the PAGA Group Members as PAGA Group Member Payments. The Settlement Administrator will allocate the PAGA Group Member Payments to the PAGA Group Members proportionate to each PAGA Group Member's individual total PAGA Pay Periods. Each PAGA Group Member's individual total PAGA Pay Periods will be based on the number of PAGA Pay Periods a PAGA Group Member worked as a non-exempt employee in California during the PAGA Period. PAGA Group Members assume full responsibility and liability for any taxes owed on their PAGA Group Member Payment. "PAGA Pay Period" means the biweekly pay periods during which PAGA Group Members worked during the PAGA Period, which is November 21, 2023 through October 14, 2026.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Representative Enhancement Payment, the PAGA Settlement Amount, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", will be distributed as Class Member Payments to Participating Class Members. The Net Settlement Amount is estimated to be at least $_____. The Settlement Administrator will allocate the Class Member Payments to the Participating Class Members proportionate to each Participating Class Member's individual total Workweeks. A Participating Class Member's individual total Workweeks will be based on the number of Workweeks that the Participating Class Member worked as a non-exempt employee in California during the Class Period. "Workweek" means any seven consecutive days, starting with the same calendar day each week. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Class Member Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. All Individual Settlement Payments will be allocated as follows: 34% to settlement of wage claims and 66% to settlement of claims for interest and penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to interest and penalties

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will be reported on an IRS Form 1099 by the Settlement Administrator. If Class Members opt out of the Settlement, they will still be entitled to their share of the PAGA Fund, in which case the entire award will be treated as a settlement of PAGA civil penalties under PAGA and therefore reported on an IRS Form 1099. Neither Class Counsel nor Defendant's Counsel intend for anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Class Member Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment and this Settlement becoming effective.

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 to enter a Judgment. 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.

Need to Promptly Cash Payment Checks. The front of every check issued 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 transmitted to the Cy Pres Recipient. The Parties propose United Compassion Fund as the Cy Pres Funds, subject to Court approval.

Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement 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 Settlement Administrator's contact information is contained in Section 8 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant funds the Gross Settlement Amount, all Participating Class Members fully and finally release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all applicable Released Class Claims during the Class Period. The "Released Class Claims" are the claims released by Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and include all claims, rights, demands, liabilities, and causes of action, whether known or unknown, suspected or unsuspected, that were pleaded in the Operative Complaint, are based on the factual allegations contained in the Operative Complaint, or that could have been alleged based on the same set of operative facts as those pleaded in the Operative Complaint, during the Class Period. The Released Class Claims excludes all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability insurance, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

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This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant funds the Gross Settlement Amount, Plaintiff (as a representative for the State of California) and the LWDA fully and finally releases and forever discharges Released Parties, to the fullest extent permitted by law, of and from any and all applicable Released PAGA Claims during the PAGA Period. The "Released PAGA Claims" are the claims released by Plaintiff (as a representative for the State of California) and the LWDA for any PAGA civil penalties and includes all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties, whether known or unknown, suspected or unsuspected, that were plead in the PAGA Notice or that could have been alleged based on the same set of operative facts as those plead in the PAGA Notice. The Released PAGA Claims do not release any non-PAGA right of action, but do release any claims, rights, demands, liabilities, and causes of action for attorneys' fees and/or costs arising from or related to the PAGA claims alleged in Plaintiff's PAGA Notice. PAGA Group Members cannot request exclusion from the PAGA Settlement.

Released Parties. The Released Parties are: Defendant United Rentals (North America), Inc. and any and all of its former and present parents (including but not limited to United Rentals, Inc.), subsidiaries, affiliates, related persons or entities, joint employers, as well as any of its or their predecessors, assigns, successors, partners, officers, directors, employees, shareholders, members, managers, managing agents, owners, agents, attorneys, insurers, servants, and representatives, and any other person or entity that could be jointly and/or severally liable with any of the aforementioned released parties.

5. How much will my payment be?

Class Member Payments. The Settlement Administrator will calculate Class Member Payments by allocating the Class Member Payments to the Participating Class Members proportionate to each Participating Class Member's individual total Workweeks. A Participating Class Member's individual total Workweeks will be based on the number of Workweeks that the Participating Class Member worked as a non-exempt employee in California during the Class Period.

Defendant's records reflect that you worked <<_____>> Workweeks during the Class Period (December 13, 2020 through October 14, 2026). Based on this information, your estimated Class Member Payment from the Net Settlement Amount is <<_____>>.

Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the PAGA Period (November 21, 2023 through October 14, 2026). Based on this information your estimated PAGA Group Member Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an

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additional 15 days in the case of re-mailing, whichever is later]. Any dispute should include credible written evidence (such as paystubs) and will be resolved by the Settlement Administrator. The Settlement Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send credible records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement 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 Defendant's Counsel.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Class Member Payment and, if applicable, your PAGA Group Member Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 8 of this Class Notice has the Settlement Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself (or "opt out") from the Class portion of the Settlement. **If you opt out, you will not receive a Class Member Payment from the Settlement**, **and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, PAGA Group Members who opt out of the Class portion will still be paid their allocation of the PAGA Settlement Amount and will remain subject to the release of the Released PAGA Claims.

To opt out, you must submit to the Settlement Administrator a written, signed, and dated request to opt-out, postmarked no later than the Response Deadline, which is _____. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Martin v. United Rentals (North America)* lawsuit (Case No. 25CV108308). The request to opt-out should state your full name and last four digits of your social security number and should be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is _____. Requests for exclusion that are postmarked after _____ or are unsigned or otherwise incomplete will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. 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 sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that

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includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Representative Enhancement Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Martin v. United Rentals (North America)* or on the Court's website (https://eportal.alameda.courts.ca.gov/) and entering the Case No. 25CV108308.

A Participating Class Member who disagrees with any aspect of the Settlement 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 Response Deadline for sending written objections to the Settlement Administrator is_____**[sixty (60) days after the date of the Notice or an additional 15 days after the Notice in the case of re-mailing]. Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Include copies of any papers, briefs, or other documents upon which your objection is based. Make sure you identify the Action, *Martin v. United Rentals (North America)*, Case No. 25CV108308, and include your name, current address, telephone number, and signature. The Settlement Administrator's contact information is as follows:

Settlement Administrator:
Name of Company: ILYM Group, Inc.
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____

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. You also have the option to appear at the hearing remotely. Instructions on how to do so are available on the Court's website at http://www.alameda.courts.ca.gov/. Check the Court's website for the most current information. See Section 9 of this Notice for specifics regarding the Final Approval Hearing.

The contact information for Class Counsel is as follows:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

9. Can I Attend the Final Approval Hearing?

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You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 19 of the Superior Court of California, County of Alameda, at 1221 Oak Street, Oakland, CA 94612, before Judge Joscelyn Jones. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's website for the most current information concerning appearances and procedures at the Court - http://www.alameda.courts.ca.gov/. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Martin v. United Rentals (North America)*. In addition, hearing dates are posted on the eCourt Public Portal for the California Superior Court for the County of Alameda (https://eportal.alameda.courts.ca.gov/); enter Case No. 25CV108308.

10. How Can I Get More Information?

You may call the Settlement Administrator at _____ or write to *Martin v. United Rentals (North America)* Settlement Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Martin v. United Rentals (North America)*, where these documents will be posted as they become available. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at https://eportal.alameda.courts.ca.gov. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number (25CV108308) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings, including the Clerk's Office at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes -** To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

- **What if You Fail to Cash a Check -** Settlement checks will be null and void 120 days after issuance if not deposited or cashed, and this expiration date is printed on the check.

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In such event, the Settlement Administrator shall pay all unclaimed funds to the Cy Pres Recipient. The Parties propose United Compassion Fund as the Cy Pres Funds, subject to Court approval.

- **What if You Lose Your Check -** If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement before the void date.

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EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

MARIO MARTIN, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, vs. UNITED RENTALS (NORTH AMERICA), INC., a Corporation; and DOES 1 through 50, inclusive, Defendants.	**CASE NO.: 25CV108308** **[PROPOSED] PRELIMINARY APPROVAL ORDER** Hearing Date: _____ Hearing Time: Judge: Hon. Joscelyn Jones Dept: 19 Date Filed: January 24, 2025 Trial Date: Not set

This matter came before the Honorable Joscelyn Jones of the Superior Court of the State of California, in and for the County of Alameda, on _____[DATE], for hearing on the unopposed motion by Plaintiff Mario Martin ("Plaintiff") for preliminary approval of the Settlement with Defendant United Rentals (North America), Inc. ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good

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cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Agreement") attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement. This is based on the Court's determination that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. The Gross Settlement Amount that Defendant shall pay is Two Million Four Hundred Eighty-Five Thousand Dollars ($2,485,000). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arm's-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and

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reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

5. The Agreement provides for an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed $40,000, and proposed Representative Enhancement Payment to the Plaintiff in an amount not to exceed $15,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests, including lodestar, prior to final approval.

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of the Class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the Class which consists of "all persons who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, and classified as non-exempt employees within the State of California at any time during the Class Period." The "Class Period" is December 13, 2020 through October 14, 2026.

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate representative of the Class.

8. The Court provisionally appoints Plaintiff as the representative of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel

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for the Class.

9. The Agreement provides for a PAGA Settlement Amount out of the Gross Settlement Amount of $50,000, $32,500 of which shall be allocated to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 65% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and $17,500 to the PAGA Group Members. "PAGA Group Member(s)" are all persons who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, and classified as non-exempt employees within the State of California at any time during the PAGA Period (November 21, 2023 through October 14, 2026). Pursuant to Labor Code section 2699, the LWDA will be provided notice of the Agreement and these settlement terms. The Court finds the PAGA Settlement Amount to be reasonable.

10. The Court hereby approves, as to form and content, the Notice Packet attached to the Agreement as Exhibit A. The Court finds that the Notice Packet appears to fully and accurately inform the Class of all material elements of the proposed Settlement, of the Class Members' right to be excluded from the Class by submitting a written opt-out request, and of each member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Notice Packet substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Notice Packet by first class mail pursuant to the terms set forth in the Agreement. If a Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly search for a more current address for the Class Member and re-mail the Notice Packet to any new address for the Class Member promptly after the receipt of the undelivered Notice Packet.

11. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator. No later than thirty (30) days after this Order, Defendant will provide the Class List and Data to the Settlement Administrator. The Settlement Administrator will perform address updates and

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verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later than twenty (20) days after receiving the Class Data, the Settlement Administrator will mail the Notice Packet to all Class Members via first-class regular U.S. Mail to their last known address.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Class as provided in the Notice Packet by following the instructions for requesting exclusion from the Class that are set forth in the Notice Packet. All requests for exclusion must be postmarked no later than sixty (60) calendar days after the date of the mailing of the Notice Packet ("Response Deadline"). If a Notice Packet is re-mailed, the Class Member will have an additional fifteen (15) days from the date of the remailing or until the Response Deadline, whichever is later, to request exclusion. Any such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Settlement Agreement, and the Judgment. A request for exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

13. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice Packet. Class Members will have until the Response Deadline to submit their written objections to the Settlement Administrator. If a Notice Packet is re-mailed, the Class Member will have an additional fifteen (15) days from the date of the remailing or until the Response Deadline, whichever is later, to object. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

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14. If the Response Deadline falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may be extended by express agreement between Class Counsel and Defendant's Counsel.

15. A final approval hearing shall be held on _____ at _____ in Department 19 of the Alameda County Superior Court to hear the motion for final approval and the motion for attorneys' fees and costs, and to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate, and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate, and reasonable to the Class Members; and to finally approve attorneys' fees and costs, service award, and the expenses of the Settlement Administrator. All papers in support of the motions for final approval and for attorneys' fees, costs, and service award shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing and both motions shall be heard at this final approval hearing.

16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,

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evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage.

17. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of the date of their July 2026 Memorandum of Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

19. The Action is otherwise stayed and all trial and related pre-trial dates, if any, are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HON. JOSCELYN JONES
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

MARIO MARTIN, an individual, on behalf of himself and on behalf of all persons similarly situated,

Plaintiff,

vs.

UNITED RENTALS (NORTH AMERICA), INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 25CV108308

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Hearing Date: _____
Hearing Time:

Judge: Hon. Joscelyn Jones
Dept: 19

Date Filed: January 24, 2025
Trial Date: Not set

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The unopposed motions of Plaintiff Mario Martin ("Plaintiff") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant United Rentals (North America), Inc. ("Defendant"), attorneys' fees and costs, service payment, and the expenses of the Administrator duly came on for hearing on _____ before the Honorable Joscelyn Jones.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the Superior Court for the State of California, in and for the County of Alameda, and over all Parties to this litigation, including Class Members.

3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of Two Million Four Hundred Eighty-Five Thousand Dollars ($2,485,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On _____, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only.

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Notice to the Class

6. In compliance with the Preliminary Approval Order, the Court-approved Notice Packet was mailed by first class mail to members of the Class at their last-known addresses on or about _____. The mailing of the Notice Packet to their last-known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Notice Packet given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process, and other applicable law. The Notice Packet fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The Response Deadline for opting out or submitting written objections to the Settlement was _____. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and to act on their decision. A full and fair opportunity has been afforded to the Class Members to participate in this hearing, and all Class Members and other persons wishing to be heard have had a full and fair opportunity to be heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness of the Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the Parties after an all-day mediation before Steven Serratore, a respected and experienced mediator of

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wage and hour class actions. There has been no collusion between the Parties in reaching the Settlement.

b. Plaintiff and Class Counsel's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all Parties are experienced in similar employment class action litigation. Class Counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. ____ objections were received. _____ requests for exclusion were received.

e. The participation rate was high. _____ Participating Class Members will be mailed a settlement payment, representing _____% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable, and adequate compensation for the release of Participating Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

10. The Agreement is approved as fair, adequate, and reasonable and in the best interests of the Class Members.

Class Counsel Attorneys' Fees and Costs

11. An award of $_____ for attorneys' fees, representing one-third of the Gross Settlement Amount, and $_____ for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statement.

Representative Enhancement Payment

12. The Agreement provides for a Representative Enhancement Payment of not more than $15,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Representative Enhancement Payment in the amount of $_____ to the Plaintiff is reasonable

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in light of the risks and burdens undertaken by the Plaintiff in this litigation and for his time and effort in bringing and prosecuting this matter on behalf of the Class.

Settlement Administration Costs

13. The Administrator shall calculate and administer the payment to be made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Representative Enhancement Payment to the Plaintiff, issue all required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented $_____ in fees and expenses, and this amount is reasonable in light of the work performed.

PAGA Settlement Amount

14. The Agreement provides for a PAGA Settlement Amount out of the Gross Settlement Amount of $50,000, $32,500 of which is allocated to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 65% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and $17,500 of which is to be distributed to the PAGA Group Members and allocated to the PAGA Group Member Payments proportionate to each PAGA Group Member's individual total PAGA Pay Periods. Each PAGA Group Member's individual total PAGA Pay Periods will be based on the number of PAGA Pay Periods a PAGA Group Member worked as a non-exempt employee in California during the PAGA Period. "PAGA Group Members" are all persons who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, and classified as non-exempt employees within the State of California at any time during the PAGA Period (November 21, 2023 through October 14, 2026). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA Settlement Amount to be reasonable.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

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15. The Class is certified for the purposes of settlement only. The Class is defined as follows:

> All persons who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, and classified as non-exempt employees within the State of California at any time during the Class Period (December 13, 2020 through October 14, 2026).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS].

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of the payroll taxes by transmitting the funds to the Administrator no later than 7 days after the Effective Date.

18. Class Counsel are awarded attorneys' fees in the amount of $_____ and costs in the amount of $_____. Class Counsel shall not seek or obtain any other compensation or reimbursement from the Released Parties, Plaintiff, or members of the Class.

19. The payment of a Representative Enhancement Payment in the amount of $ _____ to the Plaintiff is approved.

20. The payment of $_____ to the Administrator for its fees and expenses is approved.

21. The PAGA Settlement Amount of $50,000 is approved and is to be distributed in accordance with the Agreement. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

22. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class or representative treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the

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Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or Released PAGA Claims.

23. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order and Judgment shall be posted on the website as set forth in the Notice Packet to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members.

24. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of the date of their July 2026 Memorandum of Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

25. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiff, and all members of the Class, shall take nothing in the Action.

26. All Parties shall bear their own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

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27. Effective on the date when Defendant funds the Gross Settlement Amount, all Participating Class Members fully and finally release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all applicable Released Class Claims during the Class Period. The "Released Class Claims" are the claims released by Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and include all claims, rights, demands, liabilities, and causes of action, whether known or unknown, suspected or unsuspected, that were pleaded in the Operative Complaint, are based on the factual allegations contained in the Operative Complaint, or that could have been alleged based on the same set of operative facts as those pleaded in the Operative Complaint, during the Class Period. The Released Class Claims excludes all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability insurance, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

28. Effective on the date when Defendant funds the Gross Settlement Amount, Plaintiff (as a representative for the State of California) and the LWDA fully and finally release and forever discharge Released Parties, to the fullest extent permitted by law, of and from any and all applicable Released PAGA Claims during the PAGA Period. The "Released PAGA Claims" are the claims released by Plaintiff (as a representative for the State of California) and the LWDA for any PAGA civil penalties and includes all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties, whether known or unknown, suspected or unsuspected, that were plead in the PAGA Notice or that could have been alleged based on the same set of operative facts as those plead in the PAGA Notice. The Released PAGA Claims do not release any non-PAGA right of action, but do release any claims, rights, demands, liabilities, and causes of action for attorneys' fees and/or costs arising from or related to the PAGA claims alleged in Plaintiff's PAGA Notice. PAGA Group Members cannot request exclusion from the PAGA Settlement.

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29. For any Class Member or PAGA Group Member whose Class Member Payment check or PAGA Group Member Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Cy-Pres Recipient, consistent with the requirements of California Code of Civil Procedure Section 384, subd. (b). The Parties have proposed United Compassion Fund as the Cy Pres Funds recipient, and the Court approves the United Compassion Fund.

30. The Court hereby enters judgment in the entire Action as of the filing date of this Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: _____

_____
HON. JOSCELYN JONES
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP
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FIRM RESUME

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Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.
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Admitted: 2024, California; 2014, Mexico
Educated: The Juarez University

Justin Hewgill
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Admitted: 2008, California,
Education: University of California, Riverside (B.A. 2005); University of California, Berkeley, School of Law (2005)

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);
Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);
Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under Aerojet-General. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);
In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshow v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd. Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand

Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., *LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

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Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L'Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa Counrt Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank –San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v.The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC –U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc.– Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation –Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County

Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co, – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc, – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG;Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior C ourt, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court,

Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____ ; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday Al Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-

00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Egineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

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November 14, 2024
CA3569

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

United Rentals (North America), Inc.
Certified Mail #9589071052701502087985
CSC - LAWYERS INCORPORATING SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite 150N
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

"Aggrieved Employees" refers to all individuals who are or previously were employed by United Rentals (North America), Inc. in California, including any employees staffed with United Rentals (North America), Inc. by a third party, and classified as non-exempt employees during the time period of November 14, 2023 until a date as determined by the Court. Our offices represent Plaintiff Mario Martin ("Plaintiff") and other Aggrieved Employees in a lawsuit against United Rentals (North America), Inc. ("Defendant"). Plaintiff was employed by Defendant in California from February of 2022 to August 28, 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant

required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq*. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

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WRITERS EXT: 1006

October 16, 2026
CA3569

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

United Rentals (North America), Inc.
Certified Mail #9589071052704676786609
JAIME D. WALTER
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DAVIS WRIGHT TREMAINE LLP
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SECOND AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1061773-24

Re: Second Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2100 et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Mario Martin ("Plaintiff") and other Aggrieved Employees in a lawsuit against United Rentals (North America), Inc., ("Defendant").

Plaintiff originally sent a PAGA Notice on November 14, 2024, which gave notice to the LWDA and Defendant to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et. seq*. Plaintiff sent an amended PAGA Notice on October 7. 2026, which provided notice to the LWDA and Defendant to enable Plaintiff to proceed witch the Complaint against Defendant as authorized by CLC section 2699 *et. seq.*

This Second Amended Notice is being sent to specify the alleged violations and provide additional facts.

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"Aggrieved Employees" refers to all individuals who are or previously were employed by United Rentals (North America), Inc. in California, including any employees staffed with United Rentals (North America), Inc. by a third party, and classified as non-exempt employees during the time period of November 14, 2023 until a date as determined by the Court. Our offices represent Plaintiff Mario Martin ("Plaintiff") and other Aggrieved Employees in a lawsuit against United Rentals (North America), Inc. ("Defendant").

Plaintiff, Mario Martin, was employed by Defendant as an equipment associate, customer service, and machine operator in California from February of 2022 to August 28, 2024. Plaintiff's entire job was performed at the warehouse where he moved vehicles, assisted customers and tested machines. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock.

Aggrieved Employees clock in on their computers or the general office computer using their ID number and password. However, from time to time prior to clocking in, Aggrieved Employees donned uniform consisting of pants, shirt, heavy-duty boots, and PPE, including helmet, glasses and collecting their gloves, before clocking in. The off the clock donning and doffing resulted in Plaintiff and other aggrieved employees not being paid the correct minimum and overtime wages in violation of Cal. Lab. Code Sections 510, 1194, 1197 and 1197.1. Supervisor, Kevin Davis advised Plaintiff and Aggrieved Employees that they must be "ready for work" when clocking in. In addition to expecting employees to be ready to start work at their scheduled start time, employees were locked out and unable to clock in more than 6 minutes early for their shifts. Davis reminded employees to clock out at "quitting time," (their scheduled end of shift). Davis required employees to punch out and then doff their clothing. All employees used lockers no matter the amount of uniform or PPE as they were required to store their personal items and cellular phones in their lockers.

Additionally, Defendant failed to pay Plaintiff and Aggrieved Employees for on-call pay. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this

resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B).

Defendant's practices did not allow employees to take 30 minute meal breaks in violation of Cal. Lab. Code Sections 226.7 and 512. Employees were required to work while clocked out for meal breaks. Plaintiff typically started his shift at 7:00a.m. and was supposed to take his meal break at 11a.m.. However, from time to time Plaintiff did not take his meal break until 12p.m. or 1p.m.. On the occasions, where Plaintiff had to take a late meal break, Plaintiff's Manager, Guido, instructed Plaintiff to clock out in advance of the 5th hour of work and told Plaintiff to set an alarm to clock in after 30 minutes and take his lunch later. Additionally, Plaintiff and the Aggrieved Employees were assigned radios and were required to have them on and with them during their meal and rest periods. Moreover, throughout his employment, Plaintiff asserts he did not ever have a first rest break and seldom took a second rest break, on average only once per week. This was due to the size of the lot Plaintiff worked at and the amount of work the he had to complete daily. Rather than automatically paying meal and rest break premiums, Defendant implemented California Meal and Rest Break Premium Request forms, requiring employees to affirmatively request premiums for their inability to take a timely and uninterrupted 30 minute meal period. Defendant also rounded employees' meal periods to exactly 30 minutes. Additionally, Defendant's Policy and Procedures regarding Time and Attendance for California Locations included an illegal on-premises rest policy.

Defendant paid Profit Sharing, RSU and Sales Quarterly Bonus' to Plaintiff and other Aggrieved Employees yet did not include these payments when calculating the regular rate of pay for overtime, meal and rest break premiums, sick pay and vacation pay wages in violation of Cal. Lab. Code Section 226.7, 227.3, 246, 51 and 512.

Additionally, pursuant to California Labor Code Sections 204 and 210. Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Defendant rounded time worked and recorded for the benefit of Defendant. Plaintiff also contends that Defendant failed to keep and maintain accurate payroll records an failure to provide records under Labor Code Section 226. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Further, Additionally, Defendant failed to adequately pay employees twice per month pursuant to Cal. Lab. Code Section 204. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats.

Defendant failed to fully reimburse Plaintiff and other Aggrieved Employees for necessary business expenses incurred in direct consequence of performing their job duties in violation of California Labor Code Section 2802. Plaintiff used his personal cellular telephone

to perform his job duties from to time, including to communicate with Defendant's employees. Defendant also failed to reimburse home office expenses.

Further, Defendant failed to pay all wages and premiums owed to Plaintiff and other Aggrieved Employees during their employment and failed to timely pay all amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-203. At the time Plaintiff's employment ended on August 28, 2024, Plaintiff was owed wages and premiums stemming from the California Labor Code violations described herein. Defendant therefore failed to pay all wages due and owing upon Plaintiff's separation and failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees resulting from the non-payment of wages and premiums described herein.

Finally, Defendant failed to comply under 1198.5 of the California Labor Code, under which employees have the right to inspect and receive copies of their personnel records relating to his performance and any grievances. Defendant is required to comply and respond within thirty (30) days of a written request for the employment file.

Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2100 et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Operative Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (ii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein.

If the agency needs any further information, please do not hesitate to ask. This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq*. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Sergio J. Puche*
Sergio J. Puche, Esq.