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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

DYLAN WALLEN, on behalf of himself, all others similarly situated, and on behalf of the general public, and as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"); and LARRY GENE STANDRIDGE, on behalf of himself and all others similarly situated,

Plaintiffs,

vs.

UNITED RENTALS (NORTH AMERICA), INC., a Delaware corporation, UNITED RENTALS, INC. a Delaware corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: CV-22-000399

Assigned for all purposes to Hon. John R. Mayne, Dept. 21

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Complaint Filed:	January 27, 2022
FAC Filed:	TBD
Trial Date:	None Yet Set

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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 Plaintiffs Dylan Wallen and Larry Gene Standridge (“Plaintiffs” or “Class and PAGA Representatives”), as individuals and on behalf of all others similarly situated, and Defendants United Rentals (North America), Inc. and United Rentals, Inc. (“Defendants”). (Plaintiffs and Defendants are collectively the “Parties.”)

DEFINITIONS

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

1. “Action” means the action entitled *Wallen v. United Rentals (North America, Inc.) and United Rentals, Inc.*, Stanislaus County Superior Court Case No. CV-22-000399 (“*Wallen*”), as amended to incorporate the allegations and claims asserted in *Standridge v. United Rentals (North America), Inc.*, Eastern District of California No. 1:23-cv-00166 (originally Stanislaus County Superior Court Case No. CV-22-005875) (“*Standridge*”). *Wallen* and *Standridge* are referred together as the Action.
2. “Attorneys’ Fees and Costs” or “Class Counsel Award” means attorneys’ fees agreed upon by the Parties and approved by the Court for Plaintiffs’ Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Plaintiffs’ Counsel in the Action, 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 Action, and expenses for any experts and/or consultants. Attorneys’ Fees and Costs shall be paid to Plaintiffs’ Counsel, the Law Offices of Mark Yablonovich and James Hawkins APLC. The Parties have agreed to, and Defendants will not oppose, an application to the court for attorneys’ fees in the amount of up to one-third (1/3) of the Gross Settlement Amount (i.e., Two Million Five Hundred Thousand Dollars (\$2,500,000)) unless the Gross Settlement Amount increases,

1 and costs up to Thirty Thousand Dollars (\$30,000) to Plaintiffs' Counsel. To the extent the
2 Court approves attorneys' fees or costs of less than these amounts, there shall be no right to
3 rescind the Settlement. Attorneys' fees and costs shall be paid to Plaintiffs' Counsel: (1) the
4 Law Offices of Mark Yablonovich and (2) James Hawkins APLC, as set forth below in
5 Paragraph 39(c).

6 3. "Class Counsel" or "Plaintiffs' Counsel" means the Law Offices of Mark
7 Yablonovich and James Hawkins APLC.

8 4. "Class List and Data" means a complete list of all Class Members and PAGA
9 Group Members that Defendants will provide to the Settlement Administrator in an electronic
10 database within twenty-five calendar days after Preliminary Approval of this Settlement. The
11 Class List and Data shall contain the Class Members' and PAGA Group Members' names, last
12 known contact information and Social Security Numbers, as well as the number of Workweeks
13 and Pay Periods each Class Member and PAGA Group Member worked at least one shift as a
14 non-exempt employee in California during the Class Period and PAGA Period.

15 5. "Class Member(s)," "Settlement Class," or "Settlement Class Member(s)" means
16 all persons who were employed by Defendants as non-exempt hourly-paid employees within the
17 State of California at any time during the Class Period.

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

21 7. "Class and PAGA Representative Enhancement Payments" means the amount to
22 be paid to Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf
23 of Class Members and PAGA Group Members, as well as the state of California, and for their
24 general release of claims. The Class and PAGA Representative Enhancement Payments are
25 separate and apart from any money Plaintiffs are entitled to as Class Members and PAGA
26 Group Members. Defendants will not oppose Plaintiffs' application to the Court for Class and
27 PAGA Representative Enhancement Payments of up to Fifteen Thousand Dollars (\$15,000)
28 each to Dylan Wallen and Larry Gene Standridge.

1 8. “Class Period” means the period from April 21, 2020 through the Release End
2 Date.

3 9. “Complaint” means the operative complaint filed in the Action for violations of
4 the California Labor Code. The Complaint has been amended by the Parties’ Joint Stipulation
5 for Leave to File First Amended Class Action and PAGA Complaint, pursuant to Paragraph
6 40.a.

7 10. “Court” means the Superior Court of the State of California for the County of
8 Stanislaus.

9 11. “Defendants” means Defendants United Rentals (North America), Inc., a
10 Delaware Corporation, and United Rentals, Inc., a Delaware Corporation.

11 12. “Defendants’ Counsel” means Davis Wright Tremaine LLP.

12 13. “Effective Date” means the date on which the judgment entered by the Court,
13 upon approval of the Settlement, is no longer subject to appeal and thus becomes final, and
14 more specifically: (a) the date of final affirmance of an appeal of the judgment; (b) the date of
15 final dismissal with prejudice of the last pending appeal from the judgment; or (c) if no appeal is
16 filed, the expiration date of the time for the filing of or noticing of any form of valid appeal
17 from the judgment (i.e., sixty (60) calendar days after the entry of judgment, pursuant to
18 California Rule of Court 8.104 and California Code of Civil Procedure section 904.1). At no
19 time will Defendants have an obligation to fund the Settlement until after the occurrence of this
20 Effective Date.

21 14. “Final Approval” means the date on which the Court enters an order granting
22 final approval of the Settlement Agreement.

23 15. “First Amended Class Action Complaint” and or “FAC” means the First
24 Amended Class Action Complaint and Enforcement Action Under the Private Attorneys
25 General Act, California Labor Code section 2698, et seq. filed in the Action via stipulation
26 pursuant to Paragraph 40.a. by Plaintiffs against Defendants alleging claims for violations of
27 California Labor Code sections: (1) 510 and 1198 (failure to pay overtime and double-time
28 wages); (2) 223, 1182.12, 1194, 1197, 1197.1, and 1198 (failure to pay minimum wages); (3)

226.7, 512(a), and 1198 (failure to provide meal periods); (4) 226.7 and 1198 (failure to provide rest periods); (5) 226(a), and 1198 (failure to provide accurate itemized wage statements); (6) 1174(d) and 1198 (failure to maintain accurate and complete payroll records); (7) 1174(d) and 1198 (failure to maintain accurate and complete timekeeping records); (8) 204 (failure to timely pay wages during employment); (9) 201, 202 and 203 (failure to timely pay wages upon termination); (10) 2810.5 (failure to provide written notice of material information); (11) 432.5 (failure to conduct compliant background checks); (12) 432.3 (requesting salary history information); (13) 227.3 (failure to pay vested vacation time upon termination); (14) 2800 and 2802 (unreimbursed business expenses); (15) 1198 and California Code of Regulations, Title 8, section 11070(5)(A) and (5)(B) (failure to provide reporting time pay); (16) California Business & Professions Code sections 17200, et seq. (unfair business practices); and (17) 2698 et seq. (civil penalties pursuant to PAGA).

16. “Gross Settlement Amount” means the settlement amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) to be paid by Defendants in full satisfaction of all Released Claims, including Released Class Claims and Released PAGA Claims, arising from the Action, and includes all Class Member Payments to Participating Class Members, Attorneys’ Fees and Costs to Plaintiffs’ Counsel, the Class and PAGA Representative Enhancement Payments to Plaintiffs, the PAGA Settlement Amount to the Labor and Workforce Development Agency and the PAGA Group Members, and Settlement Administration Costs to the Settlement Administrator. Defendants will separately pay any applicable payroll taxes on the wage component of the settlement awards in addition to the Gross Settlement Amount. Defendants will not be liable for more than the Gross Settlement Amount except as otherwise expressly set forth in this Settlement Agreement.

17. “Individual Settlement Payments” means both the Class Member Payment and PAGA Group Member Payment.

18. “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 December 20, 2023.

1 19. “Net Settlement Amount” means the portion of the Gross Settlement Amount
2 remaining after deduction of the approved Class and PAGA Representative Enhancement
3 Payments, Settlement Administration Costs, the PAGA Settlement Amount, and Plaintiffs’
4 Attorneys’ Fees and Costs. The entire Net Settlement Amount will be distributed to
5 Participating Class Members without the need to submit claim forms.

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

14 21. “Notice Packet” means the Notice of Class Action and Representative Action
15 Settlement, substantially in the form attached as Exhibit A.

16 22. “PAGA Group Member(s)” or “PAGA Group” means all persons who were
17 employed by Defendants as non-exempt hourly-paid employees within the State of California at
18 any time during the PAGA Period. PAGA Group Members are also referred to as Aggrieved
19 Employees.

20 23. “PAGA Group Member Payment” means each PAGA Group Member’s share of
21 the PAGA Fund.

22 24. “PAGA Period” means the period from April 21, 2020 through the Release End
23 Date.

24 25. “PAGA Settlement Amount” means the amount the Parties have agreed to pay to
25 the California Labor and Workforce Development Agency (“LWDA”) and PAGA Group
26 Members in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab.
27 Code §§ 2698, et seq., “PAGA”). The Parties have agreed that Five Hundred Thousand Dollars
28 (\$500,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement Amount.

Pursuant to PAGA, Seventy-Five Percent (75%), i.e., Three Hundred Seventy-Five Thousand Dollars (\$375,000) of the PAGA Settlement Amount, will be paid to the LWDA (the “Labor and Workforce Development Agency Payment”), and the remaining Twenty-Five Percent (25%), i.e., One Hundred Twenty-Five Thousand Dollars (\$125,000) (“PAGA Fund”) of the PAGA Settlement Amount, will be distributed to the PAGA Group Members without the need to submit claim forms.

26. “Parties” means Plaintiffs and Defendants collectively.

27. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

28. “Pay Periods” means the biweekly pay periods worked by PAGA Group Members during the PAGA Period.

29. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

30. “Release End Date” means June 5, 2023 or, at Defendants’ option pursuant to Paragraph 51(b), the date when the threshold number of workweeks was reached (i.e., 181,500).

31. “Released Class Claims” means the claims released by Participating Class Members, and include all claims, rights, demands, liabilities, and causes of action, whether known or unknown, suspected or unsuspected, that were pleaded in the original or amended complaints or Plaintiff Wallen’s LWDA letters, or based on the factual allegations contained in the original or amended complaints or Plaintiff Wallen’s LWDA letters, or that could have been alleged based on the same set of operative facts as those pleaded in the original or amended complaints or Plaintiff Wallen’s LWDA letters, during the Class Period. The Released Class Claims excludes all other claims, including claims for wrongful termination, unemployment insurance, disability, and workers’ compensation.

32. “Released PAGA Claims” means the claims released by PAGA Group Members 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 pleaded in the original or amended complaints or Plaintiff Wallen’s LWDA letters, or

1 based on the factual allegations contained in the original or amended complaints or Plaintiff
2 Wallen's LWDA letters, or that could have been alleged based on the same set of operative facts
3 as those pleaded in the original or amended complaints or Plaintiff Wallen's LWDA letters
4 arising during the PAGA Period. The Released PAGA Claims do not release any non-PAGA
5 right of action and/or wage and hour claim(s) held by individual aggrieved employees but do
6 release any claims, rights, demands, liabilities, and causes of action for attorneys' fees and/or
7 costs arising from or related to the PAGA claims. PAGA Group Members cannot request
8 exclusion from the PAGA Settlement.

9 33. "Released Parties" means Defendants United Rentals (North America), Inc. and
10 United Rentals, Inc., and all of their former and present parents, subsidiaries, affiliates, related
11 persons or entities, joint employers, predecessors, assigns, successors, partners, officers,
12 directors, employees, shareholders, members, managers, managing agents, owners, agents,
13 attorneys, insurers, servants, and representatives, and any other of their successors, assigns,
14 affiliates, related persons or entities or legal representatives, as well as any other person or entity
15 that could be jointly and/or severally liable with any of the aforementioned released parties.

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

1 35. “Response Deadline” means the deadline by which Class Members must
2 postmark to the Settlement Administrator valid Requests for Exclusion, or postmark Notices of
3 Objection to the Settlement Administrator. The Response Deadline will be forty-five (45)
4 calendar days from the initial mailing of the Notice Packet by the Settlement Administrator,
5 unless the thirty (30th) calendar day falls on a Sunday or Federal holiday, in which case the
6 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
7 The Response Deadline may be extended by express agreement between Plaintiffs’ Counsel and
8 Defendants’ Counsel. Except as expressly set forth in this Settlement Agreement, the Settlement
9 Administrator will not have the authority to unilaterally extend the deadline for Class Members
10 to submit a Request for Exclusion or objection to the settlement.

11 36. “Settlement Administrator” means the third-party class action settlement
12 administrator chosen by Plaintiffs’ Counsel and approved by Defendants and the Court for the
13 purposes of administering this Settlement. The Settlement Administrator’s duties will include,
14 but are not limited to, reporting payments of the Class Members and PAGA Group Members to
15 all required taxing and other authorities, taking appropriate withholding from the Class Member
16 Payments, issuing IRS Forms W-2 and 1099 for Class Member Payments, and issuing IRS Form
17 1099 for PAGA Group Member Payments. The Settlement Administrator will also pay all
18 employer payroll taxes that will be separately funded by Defendants and will not come from the
19 Gross Settlement Amount. It is also understood and agreed the Settlement Administrator will
20 establish a Qualified Settlement Fund, or QSF, pursuant to Section 468B(g) of the Internal
21 Revenue Code for the purpose of administering the Settlement.

22 37. “Settlement Administration Costs” means the costs payable from the Gross
23 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
24 but not limited to, printing, distributing, and tracking documents for this Settlement, mailing
25 reminder postcards, calculating estimated amounts per Class Member and PAGA Group
26 Member, tax reporting, distributing the Gross Settlement Amount, Plaintiffs’ Counsel Award,
27 enhancement payments, and providing necessary reports and declarations, and other duties and
28 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 Plaintiffs' Counsel, the Settlement Administration Costs are not expected to exceed Twenty-Five Thousand Dollars (\$25,000). To the extent that actual Settlement Administration Costs exceed \$25,000, such excess amount will be deducted from the Gross Settlement Amount.

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

Plaintiffs, on behalf of themselves, the Settlement Class and the PAGA Group, and Defendants, agree as follows:

39. **Monetary Terms of Settlement:**

a. **Gross Settlement Amount:** The Gross Settlement Amount is Seven Million Five Hundred Thousand Dollars (\$7,500,000) subject to the terms and conditions in this Settlement Agreement. The Gross Settlement Amount includes all: (i) payments to Participating Class Members; (ii) Plaintiffs' Attorneys' Fees and Costs; (iii) Settlement Administration Costs; (iv) the PAGA Settlement Amount, which includes payments to the LWDA and the PAGA Group Members; and (v) Class and PAGA Representative Enhancement Payments. Defendants shall be separately responsible for any employer-side payroll taxes, such as the employer FICA (Social Security and Medicare) and unemployment insurance (FUTA and SUTA/SUI), which shall not be paid from the Gross Settlement Amount. Except as to separate payroll taxes due on the wage portion of the Gross Settlement Amount and subject to Paragraph 51(a), Defendants 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:**

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

5 ii. **Calculation of Class Member Payment Amounts:** Each Class
6 Member's estimated share of the Net Settlement Amount will be based upon each Class
7 Member's individual total Workweeks. The Settlement Administrator will allocate the Class
8 Member Payments to the Participating Class Members proportionate to each Participating Class
9 Member's individual total Workweeks. Class Member's individual total Workweeks will be
10 based on the number of Workweeks a Participating Class Member worked during the Class
11 Period in California. Participating Class Members are entitled to one hundred percent (100%) of
12 the Net Settlement Amount. If there are any valid Requests for Exclusion, the Settlement
13 Administrator will proportionately increase the Class Member Payments for each Participating
14 Class Member so the amount actually distributed to Participating Class Members equals 100%
15 of the Net Settlement Amount. Defendants maintain no reversionary right to any portion of the
16 Net Settlement Amount.

17 iii. **Calculation of PAGA Group Member Payment Amounts:**
18 Each PAGA Group Member's estimated share of the PAGA Fund will be based upon each
19 PAGA Group Member's individual total Pay Periods. The Settlement Administrator will
20 allocate the PAGA Group Member Payments to the PAGA Group Members proportionate to
21 each PAGA Group Member's individual total Pay Periods. PAGA Group Member's individual
22 total Pay Periods will be based on the number of Pay Periods a PAGA Group Member worked
23 during the PAGA Period in California. PAGA Group Members are entitled to the entire PAGA
24 Fund. Defendants maintain no reversionary right to any portion of the PAGA Settlement
25 Amount.

26 iv. **Funding of Gross Settlement Amount:** Defendants will make a
27 one-time deposit of the Gross Settlement Amount of Seven Million Five Hundred Thousand
28 Dollars (\$7,500,000) into a Qualified Settlement Account (to be established by the Settlement

Administrator) within seven (7) calendar days of the Effective Date (“Funding Date”).

Defendants will pay the employer’s share of payroll taxes separately and in addition to the Gross Settlement Amount. Settlement funds will not be disbursed until after the Effective Date.

v. **Tax Allocation:** All Individual Settlement Payments will be allocated as follows: 33% to settlement of wage claims and 67% 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.

vi. **Cashing of Checks and Unclaimed Funds:** Participating Class Members and PAGA Group Members will have 180 calendar days after the initial date of mailing of their Individual Settlement Payment to cash their Individual Settlement Payment check and will be advised of the deadline. Ninety days after the Individual Settlement Payment checks are mailed, the Settlement Administrator will mail reminder postcards to Class Members and PAGA Group Members whose checks remain uncashed.

vii. 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.

viii. Proceeds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining uncashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to one to two mutually agreed-upon cy pres recipient(s) pursuant to Code of Civil Procedure section 384. The Parties agree to designate one to two recipients of unclaimed funds from the Individual Settlement Payments at least 30 days before Final Approval. If the Parties are unable to agree, each Party will propose to the Court one recipient each, subject to Court approval, and agrees to disclose to the Court any financial interest or control over their respectively proposed cy pres

recipients. The Parties agree that to the extent they object or oppose the other's proposed cy pres recipient, each Party will be permitted to submit their position to the Court at least 10 days before Final Approval.

c. Attorneys' Fees and Costs:

i. **Attorneys' Fees:** The Parties agree Plaintiffs' Counsel may seek, and Defendants will not oppose, up to one-third (i.e., 1/3) of the Gross Settlement Amount as attorneys' fees, i.e., Two Million Five Hundred Thousand Dollars (\$2,500,000) (unless the Gross Settlement Amount increased pursuant to Paragraph 51(a)). Plaintiffs and their respective counsel agree to the division of attorneys' fees as follows: 85% on the one hand to the Law Offices of Mark Yablonovich and 15% on the other hand to James Hawkins APLC.

ii. **Costs:** The Parties agree Plaintiffs' Counsel may seek, and Defendants will not oppose, up to Thirty Thousand Dollars (\$30,000) as reasonable out-of-pocket costs and expenses subject to reasonable proof if required by the Court.

iii. Plaintiffs' Counsel will not seek attorneys' fees in excess of one-third of the Gross Settlement Amount or the agreed-upon costs except as provided in Paragraph 51(a).

iv. Plaintiffs' 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, Defendants and Plaintiffs shall each bear their own attorneys' fees and costs.

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

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

2 **a. Filing of Amended Complaint:** The Parties agree Plaintiff Wallen will
3 amend his complaint to plead a class action that asserts all claims and allegations currently
4 underlying Plaintiff Wallen's PAGA claim as direct class claims. Plaintiff Wallen's amended
5 complaint will also include additional PAGA and class claims for 1) the alleged failure to
6 incorporate all forms of nondiscretionary compensation into the regular rate of pay, 2) reporting
7 time pay, 3) the alleged use of—and non-reimbursement for—personal cell phones, 4) the
8 alleged use of communication devices during meal and rest periods, and 5) any other theory of
9 liability asserted in *Standridge* that is not already encompassed by the *Wallen* litigation. The
10 amended pleading will include class claims under Labor Code sections 201, 202, 203, 204, 223,
11 226(a), 226.7, 227.3, 432.3, 432.5, 510, 512, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800,
12 2802, 2810.5, and Section 5(A) and 9 of the applicable IWC Wage Order, California Business &
13 Professions Code sections 17200, et seq. The FAC will include all claims alleged in Plaintiff
14 Wallen's PAGA letters and Complaint, and those claims alleged in *Standridge*. Plaintiff Wallen
15 will take any and all reasonable steps necessary to validly and effectively amend his complaint
16 to reflect the additional claims and theories of liability and will also amend his complaint to add
17 Plaintiff Standridge as a named plaintiff to *Wallen*. The Parties will stipulate to the filing of the
18 amended complaint solely for purposes of settlement and that Defendants waive their right to
19 remove the action to federal court; however, if the Court requires Plaintiff Wallen to file a
20 motion for leave to file an amended complaint, Defendants will not oppose this motion. In the
21 event the Court does not approve the Settlement for any reason, the amended complaint will be
22 null and void (but without prejudice to Plaintiffs seeking leave to amend their respective
23 complaints) and the Action will be restored to its status quo ante as of the date of the Parties'
24 MOA, and the Parties will cooperate to the fullest extent possible to restore the Action to its
25 status quo ante.¹ By stipulating to the filing of an amended complaint for the purpose of
26 Settlement, Defendants are in no way agreeing an amendment would be appropriate outside the

27 ¹ The Parties have agreed to toll the five-year statute of limitations set forth in California Code of
28 Civil Procedure section 583.310 while the Settlement approval process is pending. The tolling period
during the pendency of the Settlement approval process would remain in effect if approval is not granted.

context of this Settlement. Plaintiffs do not agree the matter is or would be removable to federal court or federal jurisdiction is proper. Notwithstanding the amendment to add class allegations, Defendants agree the FAC does not confer jurisdiction to any federal court, and therefore agree not to remove the Action to federal court; if, however, the Settlement is not approved for any reason and the action is restored to its status quo ante, Defendants' right to remove the action to federal court shall remain fully intact, and Plaintiffs agree that they will not oppose such removal on the basis that Defendants waived their right through this Settlement Agreement. The stipulation to amend the complaint has been prepared by Plaintiff Wallen and approved by Defendants.

b. Confirmatory Information: Defendants shall provide the following updated data to Plaintiffs, which shall be used for the purpose of obtaining settlement approval: the number of Class Members during the Class Period, the total number of Workweeks during the Class Period, the total number of Pay Periods during the PAGA Period, the addresses of any United Rentals locations operating in California, and the names of any pending related cases to the extent those names have not already been disclosed to Plaintiffs' counsel.

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 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, Plaintiffs' Counsel will provide a copy of the Superior Court's judgment or order to the LWDA pursuant to Labor Code section 2699(1)(3). A copy of the

1 Settlement Agreement and First Amended Complaint will be timely served on the LWDA.

2 **43. Settlement Administration Process:**

3 **a. Appointment of Settlement Administrator:** Subject to the Court's
4 approval, Plaintiffs have selected, and Defendants approve, Rust Consulting to serve as the
5 Settlement Administrator. The costs of settlement administration will be paid out of the Gross
6 Settlement Amount prior to distribution to the Participating Class Members and PAGA Group
7 Members. The Parties agree to cooperate in the administration of the settlement and make
8 reasonable efforts to control and minimize the costs and expenses incurred in the administration
9 of the Settlement.

10 **b. Delivery of Class List and Data:** Within twenty-five days of Preliminary
11 Approval of Settlement by the Court, Defendants shall deliver to the Settlement Administrator
12 the Class List and Data. This information will remain confidential, and will not be shared with
13 Plaintiffs or their counsel except as set forth in Paragraph 43.c. This provision will not preclude
14 the Settlement Administrator from sharing information relating to specific Class Members if the
15 need arises with respect to any objections, disputes, opt-outs, or similar issues by specific Class
16 Members, or a Class Member's request to speak with Plaintiffs' counsel during the settlement
17 approval process; provided, however, that Plaintiffs' counsel will not have access to the last
18 known contact information or Social Security Numbers for any Class Members unless agreed to
19 in writing by Defendants' counsel, or such Class Members voluntarily agree to provide such
20 information to Plaintiffs' counsel.

21 **c.** Within seven days of receipt of the Class List and Data by the Settlement
22 Administrator, the Settlement Administrator will provide to Plaintiffs' Counsel, without
23 revealing any confidential information such as names, Social Security Numbers, contact
24 information, etc., the number of unique Class Members along with the number of Workweeks
25 worked by each Class Member as well as the number of unique PAGA Group Members along
26 with the number of Pay Periods worked by each PAGA Group Member. To the extent it has not
27 already done so, the Settlement Administrator will also concurrently provide a Notice Packet
28 template for review by Plaintiffs' Counsel and counsel for Defendants. The template will not

1 contain any Class Member names or data specific to any Class Members.

2 **d. Delivery of the Notice Packet:** The Settlement Administrator will
3 prepare a Notice Packet for each Class Member and PAGA Group Member and deliver it by
4 First Class U.S. Mail to each Class Member and PAGA Group Member within twenty (20)
5 calendar days of the receipt of the Class List and Data. Prior to mailing, the Settlement
6 Administrator will perform a search based on the National Change of Address Database for
7 information to update and correct for any known or identifiable address changes. Class
8 Members will have until the Response Deadline to opt out. PAGA Group Members cannot opt
9 out. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before
10 the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
11 address affixed and the Settlement Administrator will indicate the date of such re-mailing on the
12 Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
13 attempt to determine the correct address using a skip-trace, or other search using the name,
14 address, and/or Social Security Number of the Class Member involved, and will then perform a
15 single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-
16 trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until the
17 Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the
18 Settlement.

19 **44. Issuance of Payment:** Attorneys' Fees and Costs, the Labor and Workforce
20 Development Agency Payment, the Class and PAGA Representative Enhancement Payments,
21 and Individual Settlement Payments will be paid within fourteen (14) calendar days after the
22 Funding Date of the Gross Settlement Amount, or fourteen (14) calendar days after the Effective
23 Date, whichever is earliest.

24 **45. Tax Forms:** The Settlement Administrator (and not Defendants) will be
25 responsible for issuing to Plaintiffs, Participating Class Members, PAGA Group Members, and
26 Plaintiffs' Counsel any W-2, IRS Form 1099, or other tax forms as may be required by law for
27 all amounts paid pursuant to this Settlement. The Settlement Administrator will also be
28 responsible for forwarding all payroll taxes and penalties to the appropriate government

1 authorities.

2 46. **Request for Exclusion Procedures:** Any Class Member wishing to opt-out from
3 the Settlement shall sign and postmark a written Request for Exclusion to the Settlement
4 Administrator within the Response Deadline. The date of the postmark on the return mailing
5 envelope will be the exclusive means to determine whether a Request for Exclusion has been
6 timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator,
7 who shall certify to, and notify, Plaintiffs' Counsel and Defendants' Counsel of the Requests for
8 Exclusion that were timely submitted. Plaintiffs will not request exclusion from this Settlement.
9 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
10 Members to opt out of the Settlement. PAGA Group Members cannot opt out of the PAGA
11 portion of the settlement.

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

23 48. **Objection Procedures:** To object to the Settlement, a Class Member may either
24 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
25 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object
26 either by submitting a valid Notice of Objection or appearing in person at the Final Approval
27 Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed
28 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. Plaintiffs' 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 Settlement.

49. **Certification Reports Regarding Class Member Exclusions, Payments, and Payment Calculations:** The Settlement Administrator will provide Defendants' Counsel and Plaintiffs' 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 Defendants' Counsel and Plaintiffs' Counsel pursuant to Defendants' Right to Rescission in Paragraph 52.

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. **Escalation Clause:** The Gross Settlement Amount was calculated based on the

1 approximately 165,000 reported Workweeks. If the Class List and Data provided by Defendants
2 to the Settlement Administrator reflects more than a 10% increase in the number of workweeks
3 from the data that has been reported, then at United Rentals' option, United Rentals may either
4 (a) increase the Gross Settlement Amount by 1% for every 1% increase in Workweeks over the
5 10% threshold or (b) shorten the Release End Date from June 5, 2023, to the earlier date when
6 the threshold number of workweeks (i.e., 181,500) was reached. Within seven calendar days of
7 receipt of the Class List and Data by the Settlement Administrator, the Settlement Administrator
8 will provide to Plaintiffs' Counsel, without revealing any confidential information such as
9 names, Social Security Numbers, contact information, etc., the number of unique Class
10 Members along with the number of Workweeks and Pay Periods worked by each Class
11 Member.

12 **52. Right to Rescission:** If 3% or more of the Class Members opt-out, Defendants
13 will have the right, in their sole discretion, to rescind and void the Settlement (and Stipulation
14 and MOA). To do so, Defendants must provide written notice, such as through email, to
15 Plaintiffs' counsel within ten (10) days of receiving the Settlement Administrator's final opt-out
16 report. However, if this option is exercised by Defendants, Defendants will be solely responsible
17 for the costs charged by the Settlement Administrator as a result of any settlement
18 administration.

19 **53. Tax Liability:**

20 **a. Circular 230 Disclaimer:** EACH PARTY TO THIS AGREEMENT
21 ACKNOWLEDGES AND AGREES (1) NO PROVISION OF THIS AGREEMENT, AND NO
22 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE
23 PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO
24 BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
25 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
26 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
27 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
28 UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR

1 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,
2 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
3 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
4 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
5 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
6 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
7 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
8 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
9 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
10 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
11 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF
12 ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
13 AGREEMENT.

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

21 54. **No Prior Assignments:** The Parties and their counsel represent, covenant, and
22 warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to
23 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
24 action, cause of action, or right in this Settlement Agreement released and discharged.

25 55. **Release by Participating Class Members:** Upon the Funding Date, all
26 Participating Class Members fully and finally release and forever discharge the Released
27 Parties, to the fullest extent permitted by law, of and from any and all applicable Released Class
28 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 Action or this Settlement. Upon the Funding Date, Participating Class Members will be forever barred from pursuing against the Released Parties any and all of the Released Class Claims.

56. **Release by PAGA Group Members:** Upon the Funding Date, all PAGA Group 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 PAGA Claims during the PAGA Period. Each PAGA Group 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 PAGA Group Members shall release the Released Parties from the Released PAGA Claims during the PAGA Period, even if they never received mailed notice of the Action or this Settlement. Upon the Funding Date, PAGA Group Members will be forever barred from pursuing against the Released Parties any and all of the Released PAGA Claims.

57. **General Release of Plaintiffs Dylan Wallen and Larry Gene Standridge:** Upon the Funding Date, Plaintiffs will release and discharge the Released Parties, to the fullest extent permitted by law, of and from the applicable Released Class Claims and Released PAGA Claims and also generally release and discharge the Released Parties from all other claims, demands, losses, debts, charges, damages, obligations, causes of action, rights, and liabilities of every nature and description whatsoever, known or unknown, that arose on or before the date Plaintiffs execute this Settlement Agreement (collectively, "Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, without limitation, claims arising from or related to their employment with any of the Released Parties; claims under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law; claims for interest, attorneys' fees, costs, penalties, emotional distress, and/or punitive damages; breach of contract claims and tort claims; claims arising under the California Labor Code, California Business and

Professions Code sections 17200 et seq., wage orders of the California Industrial Welfare Commission, Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and/or the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq. Plaintiffs' Released Claims also include all claims for lost wages and benefits, as well as claims for retaliation, discrimination, harassment, and/or wrongful termination, such as, 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the California Fair Employment and Housing Act. As to Plaintiff Standridge only, the Released Claims also include the Age Discrimination in Employment Act (ADEA) and Older Workers Benefit Protection Act. Additionally, Plaintiffs waive all rights and benefits afforded by California Civil Code section 1542, which provides:

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

Accordingly, even if Plaintiffs discover facts in addition to or different from those that Plaintiffs now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Upon the Funding Date, Plaintiffs will be forever barred from pursuing—and agree not to pursue—against the Released Parties any and all of the Plaintiffs' Released Claims. Notwithstanding anything herein to the contrary, Plaintiffs' Released Claims do not include any claims for workers' compensation benefits, unemployment benefits, or other claims that cannot be released under applicable law.

58. ADEA Waiver by Plaintiff Standridge: Without limiting the scope of Plaintiff Standridge's general release, Plaintiff Standridge who, as of the date of execution of this agreement is 40 years of age or older, agrees that this Settlement Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that he may claim to have under the ADEA, as amended by the Older Workers' Benefit Protection Act of 1990 (29 U.S.C. §§ 621, et seq.), and acknowledge all of the following:

1 a) The consideration provided pursuant to this Settlement Agreement is in
2 addition to any consideration that he would otherwise be entitled to receive;

3 b) He has been and is advised in writing to consult with an attorney prior to
4 signing this Settlement Agreement;

5 c) He has been provided a full and ample opportunity to study this
6 Settlement Agreement, including a period of at least twenty-one (21) calendar days within
7 which to consider it;

8 d) To the extent that he takes fewer than twenty-one (21) calendar days to
9 consider this Settlement Agreement prior to signing it, he acknowledges that he had sufficient
10 time to consider this Settlement Agreement with legal counsel and expressly, voluntarily, and
11 knowingly waives any additional time;

12 e) He agrees that any changes made to the Settlement Agreement during the
13 twenty-one (21) day period (whether material or immaterial) do not restart the running of the
14 twenty-one (21) day period; and

15 f) He is aware of his right to revoke this Settlement Agreement any time
16 within the seven (7) calendar-day period following the date of his execution of this Settlement
17 Agreement. Plaintiff Standridge agrees and understands that this Settlement Agreement shall
18 become enforceable only if he does not revoke it during the seven (7)-day revocation period.

19 g) To be effective, timely notice of revocation of the waiver of ADEA
20 claims must be made in writing and delivered to Defendants through their counsel, Jaime Walter
21 at Davis Wright Tremaine LLP, 50 California Street, 23rd Floor, San Francisco, California
22 94111, Jaimewalter@dwt.com (email will suffice), no later than the seventh (7th) day after
23 Plaintiff Standridge executes this Settlement. Plaintiff Standridge agrees to keep written
24 documentation proving that he revoked this Settlement as provided in this section by keeping
25 the documents attesting to the delivery of the revocation.

26 59. **Settlement Documentation and Approval:** The Settlement is contingent upon
27 judicial approval. If the Court does not approve this Settlement, or if the Court's final approval
28 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:** The Parties will use their best efforts to schedule a hearing at which to seek preliminary approval of the Settlement so the hearing occurs as soon as practicable. Plaintiffs 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 Settlement Class 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, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action and PAGA Settlement document, attached as Exhibit A. Plaintiffs' Counsel will be responsible for drafting all documents necessary to obtain preliminary approval, at Plaintiffs' expense. Plaintiffs' 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).

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) Class and PAGA Representative Enhancement Payments; and (d) the Labor and Workforce Development Agency Payment. Plaintiffs' Counsel will be responsible for drafting all documents necessary to obtain final approval, at Plaintiffs' expense. Plaintiffs' Counsel will also be responsible for drafting the Attorneys' Fees and Costs application as well as the Class and PAGA Representative Enhancement Payments application to be heard at the final approval hearing.

62. **Judgment and Continued Jurisdiction:** Upon final approval of the Settlement

1 by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a
2 jointly prepared Judgment to the Court for its approval. After entry of the Judgment, the Court
3 will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and
4 enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c) such
5 post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.
6 Within ten days of either the entry of judgment or the entry of order denying or granting the
7 Settlement, Plaintiffs' Counsel will provide a copy of the superior court's judgment or order to
8 the LWDA pursuant to Labor Code section 2699(l)(3).

9 **63. Dismissal of *Standridge*:** After entry of the Judgment pursuant to the Stipulation,
10 Plaintiff Standridge will (a) cause an order of dismissal with prejudice to be filed in the
11 *Standridge* matter within seven days of the entry of Judgment and (b) take any other reasonable
12 action that may be required to achieve dismissal with prejudice in *Standridge*.

13 **64. Use and Return of Data:** Information and documents provided to Plaintiffs'
14 Counsel in connection with the mediation, settlement negotiations, or this Settlement may be
15 used only with respect to this Settlement and/or the Settlement approval process, and no other
16 purpose, and may not be used in any way that violates any existing protective order, contractual
17 agreement, statute, or rule of court.

18 **65. Preclusive Effect of Settlement:** The Parties agree, subject to Court approval,
19 that terms of this Settlement Agreement, the approval order, and the judgment are binding on
20 Plaintiffs, Participating Class Members, and PAGA Group Members, as well as their heirs,
21 executors, and administrators, successors and assigns, and any other persons or entities acting
22 on their behalf, and those terms shall have res judicata, collateral estoppel, and other preclusive
23 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on
24 behalf of any such persons, to the extent those claims, lawsuits, or other proceedings constitute
25 Released Class Claims, Released PAGA Claims, or Plaintiffs' Released Claims as set forth in
26 the Agreement. Notwithstanding any other provision in this Settlement Agreement, this
27 Settlement Agreement, the approval order, and the judgment in the Action may be filed in any
28 action against or by Defendants or the Released Parties to support a defense of res judicata,

1 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith
2 and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or
3 counterclaim.

4 **66. Exhibits Incorporated by Reference:** The terms of this Settlement include the
5 terms set forth in any attached exhibit(s), which are incorporated by this reference as though set
6 forth in this Settlement Agreement. Any exhibits to this Settlement are an integral part of this
7 Settlement.

8 **67. Entire Agreement:** This Settlement Agreement and any attached exhibits
9 constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous
10 written or oral agreements can be deemed binding on the Parties.

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

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

17 **70. No Admission/Denial of Liability:** The Parties enter into this Settlement in
18 order to resolve the dispute that has arisen between them and to avoid the burden, expense, and
19 risk of continued litigation. In entering into this Settlement, Defendants do not admit, and
20 specifically deny, they violated any federal, state, or local law; violated any regulations or
21 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
22 requirements; breached any contract; violated or breached any duty; engaged in any
23 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
24 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
25 negotiations connected with it, will be construed as an admission or concession by Defendants
26 of any such violations or failures to comply with any applicable law. Except as necessary in a
27 proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and
28 provisions will not be offered or received as evidence in any action or proceeding to establish

1 any liability or admission on the part of Defendants or to establish the existence of any
2 condition constituting a violation of, or a non-compliance with, federal, state, local, or other
3 applicable law.

4 **71. Confidentiality and No Publicity:** The Parties and their counsel agree that they
5 will maintain the confidentiality of the negotiations and terms of this Stipulation until filed in
6 Court. Further, Plaintiffs' counsel agree not to make public statements, unrelated to routine
7 settlement administration, about the Action or Settlement at any time (including through any
8 vague references, such as referring to a settlement with the "largest equipment rental
9 company"). This provision does not prohibit counsel from notifying the Courts in either
10 *Standridge* or *Wallen* that there is a pending Settlement or from sharing factual information in
11 response to direct inquiries from the court, Class Members, PAGA Group Members, and/or the
12 LWDA, nor does it prevent them from disseminating—in written, telephonic, or electronic
13 form—notice of the Settlement and public court documents pertaining to the Action and
14 Settlement to keep Class Members, PAGA Group Members, and the LWDA informed and
15 notified of the Settlement. Plaintiffs agree not to publicize the Settlement at any time, and if
16 contacted by the media, Plaintiffs will not comment but will instead refer such media to their
17 counsel. Nothing in this paragraph will be construed to restrict Plaintiffs' counsel's ability to
18 communicate with Class Members in accordance with their ethical obligations owed to Class
19 Members. For the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class
20 counsel in other actions, or to seek approval of comparable settlements, Plaintiffs' Counsel may
21 disclose in court filings information about the Action and Settlement available in the public
22 record.

23 **72. Non-disparagement:** Plaintiffs agree that at no time in the future will they
24 knowingly or maliciously make false statements about Defendants or any of the other Released
25 Parties. For example, Plaintiffs agree that they shall not make publicly disparaging statements
26 about the Defendants' products or services that are not tied to complaints about a labor
27 controversy with Defendants. Similarly, assuming they are still employed by either Defendant
28 as of the time the instruction is to be sent, Defendants agree to instruct, in writing via email, the

1 following individuals not to knowingly or maliciously make false statements about Plaintiffs:
2 Ian Armstrong, Aj Walvatne, and Praneet Ram. The notification shall state, "United Rentals has
3 entered into an agreement with former employees Dylan Wallen and Larry Gene Standridge that
4 requires United Rentals to notify you that you may not knowingly or maliciously make false
5 statements about Mr. Wallen or Mr. Standridge. This provision does not in any way limit your
6 right to cooperate with investigations by any federal, state, or local agencies, or to truthfully
7 testify when compelled to do so by legal process." The Parties acknowledge and agree that this
8 non-disparagement provision applies to statements made verbally or in a writing, including in
9 any electronic media. Notwithstanding any provision to the contrary, nothing in this MOA
10 prohibits Plaintiffs from reporting alleged violations of law or regulation to an appropriate
11 governmental agency or entity or making other disclosures or statements that are protected
12 under applicable law, including but not limited to, the National Labor Relations Act, as
13 amended. Plaintiffs do not need the prior authorization of Defendants to make any such reports
14 or disclosures, and Plaintiffs are not required to notify Defendants that they have made such
15 reports or disclosures. Further, nothing in this MOA prevents Plaintiffs from discussing or
16 disclosing factual information about unlawful acts in the workplace, such as harassment or
17 discrimination or any other conduct that they have reason to believe is unlawful.

18 **73. Integration:** Each Party warrants no promise or inducement has been offered or
19 made to that Party except as set forth in this Settlement Agreement. It is understood and agreed
20 by each Party that this Settlement Agreement specifically supersedes any and all prior
21 agreements and understandings, written or oral, express or implied, between Defendants,
22 Counsel for Class Members and the PAGA Group Members and/or any Class Member and
23 PAGA Group Member, including the Memorandum of Agreement.

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

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

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

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

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

16 79. **Waiver of Certain Appeals:** The Parties waive appeals except, however,
17 Plaintiffs or Plaintiffs' Counsel may appeal any reduction in the Attorneys' Fees and Costs
18 below the amount they request from the Court, and either party may appeal any court order that
19 materially alters the Settlement Agreement's terms.

20 80. **Class Action Certification for Settlement Purposes Only:** The motion for
21 preliminary approval seeking, among other things, certification of a class is for purposes of the
22 Settlement only. If, for any reason, the Settlement is not approved or if the Court's final
23 approval of the Settlement is reversed, the stipulation to certification will be void. This
24 Settlement will not be admissible in this or any other proceeding as evidence that (i) a class
25 should be certified as Plaintiffs proposed or (ii) Defendants are liable to Plaintiffs or the Class.
26 If the Settlement is not approved, the effectiveness of the Parties' stipulation to amend the
27 complaint will be void. The Action(s) will be restored to its/their status quo ante as of the date
28 of this MOA, and the Parties will cooperate to the fullest extent possible to restore the Action(s)

1 to its/their status quo ante.

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

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

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

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

21 85. **Cooperation and Execution of Necessary Documents:** All Parties will
22 cooperate in good faith and execute all documents to the extent reasonably necessary to
23 effectuate the terms of this Settlement Agreement. All Parties will also cooperate in good faith
24 to continue and/or vacate any and all upcoming court dates, hearing dates, and/or deadlines,
25 including deadlines to respond to discovery and/or file and serve motion(s) to compel, motions
26 for class certification, etc. in both Actions. The Parties agree that no discovery shall take place
27 while the Settlement is pending except as expressly outlined in this Stipulation or as otherwise
28 mutually agreed upon in writing after execution of this Stipulation.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE
CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING 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.

READ CAREFULLY BEFORE SIGNING

**DEFENDANT UNITED RENTALS (NORTH
AMERICA), INC.**

Dated: 3/7/2024

DocuSigned by:

9096EC0E8CC546D
By: Cristina Madry
Their: VP, Health Safety & Employee Relations an authorized representative

DEFENDANT UNITED RENTALS, INC.

Dated: 3/7/2024

DocuSigned by:

9096EC0E8CC546D
By: Cristina Madry
Their: VP, Health Safety & Employee Relations an authorized representative

PLAINTIFF

Dated:

Dylan Wallen

PLAINTIFF

Dated:

Larry Gene Standridge

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5 ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

6
7 **READ CAREFULLY BEFORE SIGNING**

8 **DEFENDANT UNITED RENTALS (NORTH**
9 **AMERICA), INC.**

10 Dated: _____

By: _____
11 Their: _____ an authorized representative

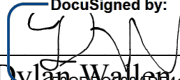
12 **DEFENDANT UNITED RENTALS, INC.**

13 Dated: _____

By: _____
14 Their: _____ an authorized representative

15 **PLAINTIFF**

16 Dated: 3/7/2024

DocuSigned by:
17 
Dylan Waller
36CDE68842F41D...

18 **PLAINTIFF**

19 Dated: _____

20 Larry Gene Standridge
21
22
23
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25
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28

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6
7 **READ CAREFULLY BEFORE SIGNING**

8 **DEFENDANT UNITED RENTALS (NORTH**
9 **AMERICA), INC.**

10 Dated: _____

By: _____
11 Their: _____ an authorized representative

12 **DEFENDANT UNITED RENTALS, INC.**

13 Dated: _____

By: _____
14 Their: _____ an authorized representative

15 **PLAINTIFF**

16 Dated: _____

17 Dylan Wallen

18 **PLAINTIFF**

19 Dated: 3/11/2024

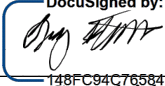
DocuSigned by:
20 
148FC94C7658416...
Larry Gene Standridge

EXHIBIT A

Wallen v. United Rentals (North America), Inc., et al., Case No. CV-22-000399

Wallen v. United Rentals (North America, Inc.) and United Rentals, Inc., Case No. CV-22-000399

SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF STANISLAUS

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT*You are not being sued. This notice affects your rights. Please read it carefully.*

To: All persons who were employed by United Rentals (North America), Inc. and United Rentals, Inc. (collectively, “United Rentals”) as non-exempt hourly-paid employees within the State of California at any time from April 21, 2020 through June 5, 2023 (“Class Members” or “Employees”).

On _____, the Stanislaus County Superior Court preliminarily approved this class action and Private Attorneys General Act of 2004 (“PAGA”) Settlement and ordered the litigants to send this notice. **According to United Rentals’ records, you are a Class Member and are therefore entitled to a payment from the Settlement. Please carefully read this notice. If you have questions, please contact Class Counsel or the Settlement Administrator. Please do not contact United Rentals, United Rentals’ counsel, or the Court.**

SUMMARY OF THE LITIGATION

Former employees Dylan Wallen and Larry Gene Standridge (known as the “Plaintiffs”), on their behalf and on behalf of other current and former non-exempt employees in California, allege that United Rentals violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with compliant meal and rest periods; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) pay reporting time pay; (5) reimburse employees for necessary business expenses; (6) provide and maintain accurate itemized wage statements; and (7) maintain accurate timekeeping and payroll records (the “Action”).

After exchanging relevant information and evidence, the Parties mediated with an experienced class action mediator, and with his guidance were able to negotiate a settlement. Counsel for Plaintiffs, the Law Offices of Mark Yablonovich and James Hawkins APLC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Class Counsel believe the proposed Settlement is fair, adequate, reasonable, and in the Class Members’ best interests.

United Rentals denies the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs’ claims. The Court has not ruled one way or the other. By agreeing to settle, United Rentals is not admitting liability or that the case can or should proceed as a class action. United Rentals has agreed to settle the case as part of a compromise with Plaintiffs.

SUMMARY OF YOUR OPTIONS:

<u>OPTION 1:</u> Participate In The Settlement (No Further Action Required)	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Amount and the PAGA Settlement Amount (as defined below). In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert the Released Class Claims and Released PAGA Claims, defined below, against United Rentals.
<u>OPTION 2:</u> Opt-Out Of The Class Settlement (But Not The PAGA Settlement)	If you don’t want to participate in the proposed class Settlement, you can opt-out by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Amount and will not be bound by the terms of the proposed class Settlement. The opt-out deadline is [DATE]. You cannot, however, opt-out of the PAGA portion of the proposed Settlement. You remain eligible to receive a payment from the PAGA Settlement Amount and, if the Settlement is approved, must give up your rights to pursue the Released PAGA Claims, defined below, against United Rentals.

OPTION 3: Object To The Class Settlement	If you do not opt-out of the Settlement, you can object to it, which means explaining to the Court why you do not think the Settlement is fair or should otherwise be approved. You can object either by (1) submitting written objections by [DATE] or (2) appearing at the Court's Final Approval Hearing. The Final Approval Hearing is scheduled for [DATE] in Department 21 of the Stanislaus County Superior Court, located at 801 10th Street, Modesto, California 95354. You do not have to attend but you 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. If the Court grants final approval of the Settlement despite your objection, you will be deemed a "Participating Class Member" and will receive a payment from the Net Settlement Amount and you will be bound by the terms of the Settlement and Release.
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SUMMARY OF THE PROPOSED SETTLEMENT TERMS

Plaintiffs and United Rentals have agreed to settle the claims in exchange for \$7,500,000. This amount is inclusive of: (1) individual settlement payments to Class Members; (2) Class Representative Enhancement Payments of up to \$15,000, each to Dylan Wallen and Larry Gene Standridge for their services on behalf of the class, and for a release of all claims arising out of their employment with United Rentals; (3) up to \$2,500,000 in attorneys' fees and up to \$30,000 in litigation costs and expenses; (4) a \$500,000 settlement of claims under PAGA ("PAGA Settlement Amount"), inclusive of a \$375,000 payment to the California Labor and Workforce Development Agency in connection with PAGA, and a \$125,000 payment to all Employees ("PAGA Fund"); and (5) reasonable Settlement Administrator's fees and expenses, which are currently estimated to be [\$25,000]. After deducting the above payments, a total of approximately \$_____ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Amount"). Additionally, all Employees will receive a proportional share of the \$125,000 PAGA Fund, regardless of whether they opt out of the Settlement Class.

Payments from Net Settlement Amount. United Rentals will calculate the total number of Workweeks (as defined in the Settlement Agreement) worked by each Class Member from April 21, 2020 through June 5, 2023 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Amount, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Amount will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Member as specifically set forth in the Settlement, including employee-side tax withholdings or deductions. If there are any valid Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Amount according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

According to United Rentals' records, you worked during the Class Period in a non-exempt position in California for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Amount is approximately \$_____.

Payments from PAGA Fund. United Rentals will calculate the total number of Pay Periods worked by each Employee from April 21, 2020 through June 5, 2023 ("PAGA Period") and the aggregate total number of Pay Periods worked by all Employees during the PAGA Period. To determine each Employee's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each Employee's share of the PAGA Fund will be calculated by multiplying each individual Employee's total number of Pay Periods in the PAGA Period by the PAGA Pay Period Value. A Request for Exclusion does not exclude you from the release of claims under PAGA, and so you will receive your portion of the PAGA Fund even if you submit a valid Request for Exclusion.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

According to United Rentals' records, you worked during the PAGA Period in a non-exempt position in California for a total of ____ Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

Your Estimated Payment. Based on the above, your total estimated payment is approximately \$ _____. If you believe the Workweek or Pay Period information provided above is incorrect, please contact the Settlement Administrator. You must attach all documentation addressing your issue (such as check stubs, W2s, or letters from HR). All disputes must be postmarked on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____
[ADDRESS]

United Rentals' records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to Participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 33% of each Settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 67% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to Employees from the PAGA Settlement Amount will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

YOUR OPTIONS UNDER THE SETTLEMENT

Option 1 – *Do Nothing and Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your payment from the Settlement Administrator if and when the Settlement receives final approval by the Court. (If you move, please provide the Settlement Administrator with your current mailing address.) In addition, you will be deemed to have released or waived the Released Class Claims and the Released PAGA Claims:

Released Class Claims: The claims released by Participating Class Members, and include all claims, rights, demands, liabilities, and causes of action, whether known or unknown, suspected or unsuspected, that were pleaded in the original or amended complaints or Plaintiff Wallen's LWDA letters, or based on the factual allegations contained in the original or amended complaints or Plaintiff Wallen's LWDA letters, or that could have been alleged based on the same set of operative facts as those pleaded in the original or amended complaints or Plaintiff Wallen's LWDA letters, during the Class Period.

Released PAGA Claims: The claims released by PAGA Group Members 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 pleaded in the original or amended complaints or Plaintiff Wallen's LWDA letters, or based on the factual allegations contained in the original or amended complaints or Plaintiff Wallen's LWDA letters, or that could have been alleged based on the same set of operative facts as those pleaded in the original or amended complaints or Plaintiff Wallen's LWDA letters arising during the PAGA Period. The Released PAGA Claims do not release any non-PAGA right of action and/or wage and hour claim(s) held by individual aggrieved employees 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.

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to the Settlement Administrator expressly stating that you have received this Notice of Class Action and PAGA Settlement, decided not to participate in the Settlement, and desire to be excluded from the class portion of the Settlement. The written

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

request for exclusion must include your first and last name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the Request for Exclusion by First Class U.S. Mail or equivalent, to Settlement Administrator, c/o _____, [ADDRESS]. The Request for Exclusion must be postmarked no later than _____, 2024; otherwise, the Request for Exclusion will be rejected, and you will be included in the Settlement class.

If you choose Option 2, you will no longer be a Class Member, and you will *not receive a payment* from the Net Settlement Amount and not release the Released Class Claims. However, you will still release the Released PAGA Claims and receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the Settlement, you may submit a written objection stating why you object to the Settlement, or you may instead appear at the Final Approval/Fairness Hearing to object to the Settlement. Written objections must be received by the administrator by _____ 2024 and must set forth: (1) your first and last name, signature, address, and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (3) copies of any papers, briefs, or other documents upon which the objection is based. Please also state whether you intend to appear at the Final Approval/Fairness Hearing. The objection must be mailed to the administrator at the address listed on page 3. You may also, if you wish, appear at the Final Approval/Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Stanislaus and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney at your own expense to represent you at the hearing. Please note that the Final Approval/Fairness Hearing may be rescheduled to another date and/or time. Please visit [settlement website] for any scheduling changes, as you will not receive further notice in the mail.

By objecting, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described under “Option 2” above. Please note that you cannot both object to the Settlement and exclude yourself; you must choose one option only.

If you choose Option 3 and the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims and will be entitled to payment.

ADDITIONAL INFORMATION

This notice provides only a summary of the claims and the Settlement. For more information (including a complete list of claims to be released), you may refer to the pleadings, the Settlement Agreement, and other Settlement-related documents, which are available on the Court’s website at <https://stanportal.stanct.org/search> (simply type “CV-22-000399” in the Case Number field).

Please direct all questions to the Settlement Administrator (1-***-***-****) or Class Counsel. Class Counsel’s contact information is as follows: Law Offices of Mark Yablonovich, 9595 Wilshire Blvd., Suite 900, Beverly Hills, California 90212, Phone: _____ (Ask for Mark Yablonovich, Monica Balderrama, or Tony Roberts); James Hawkins APLC, 9880 Research Drive, Suite 200, Irvine, California 92618, Phone: (949) 387-7200 (Ask for James Hawkins or Christina Lucio).

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, UNITED RENTALS, OR THE ATTORNEYS FOR UNITED RENTALS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******