

[CLASS MEMBER NAME]

JOSE MARIO CASTRO, ET AL. v. SOLA RENTALS, INC., ET AL.

**Superior Court of the State of California, County of Los Angeles
Case No.: 19STCV02041**

If you are a current or former laborer or maintenance worker who provided labor for **SOLA RENTALS, INC.** (“Sola” or “Defendant”), in the State of California from January 25, 2015 through June 1, 2020, a class action lawsuit may affect your rights and you may be entitled to benefits under the settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

- This is a class action lawsuit that involves a settlement class defined as “All individuals hired as independent contractors to be laborers or maintenance workers, or similar titles, for SOLA RENTALS, INC. in the State of California who worked more than one pay period since four (4) years prior to the filing of this action to the present.”
- You are receiving this Notice because the records reflect that you may be one of the above Class Members.
- Plaintiffs Jose Mario Castro and Breth Alexander Ponce (collectively, “Plaintiffs”) in this class action allege that Defendant Sola and Martin Muoto (collectively, the “Defendants”) (1) Failed to Pay Wages and Overtime, including Minimum Wage; (2) Failed to Provide Rest Breaks; (3) Failed to Provide Accurate Itemized Wage Statements; (4) Engaged in Unfair Competition Under Business and Professions Code § 17200, *et seq.*; and (5) is liable for Civil Penalties Under California’s Private Attorneys General Act or “PAGA”).
- Defendants deny Plaintiffs’ claims and assert that they have complied with all of their legal obligations to its employees.
- There has been a settlement that affects your legal rights and that will resolve all claims in the Action. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiffs’ claims or Defendants’ defenses.
- You have several options available to you:

DO NOTHING	By doing nothing, you will receive a share of the settlement proceeds, and you will give up any rights to sue SOLA RENTALS, INC.; MARTIN MUOTO, separately regarding all claims and causes of action of whatever kind or nature that are alleged, related to or that reasonably could have arisen out of the same facts alleged in this class action.
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<p>ASK TO BE EXCLUDED (OPT OUT)</p>	<p>Get out of this lawsuit. Get no benefits from the Stipulation of Settlement. Keep rights.</p> <p>If you ask to be excluded, you will not receive a share of the settlement proceeds, but, you keep any rights you may have to sue SOLA RENTALS, INC.; MARTIN MUOTO, separately about the same legal claims alleged in this lawsuit.</p>
<p>OBJECT</p>	<p>Object to the terms of this Stipulation of Settlement.</p>

**Your options are explained in this notice.
To opt out or object, you must act by April 30, 2021.**

1. Why did I get this notice?

A proposed settlement has been reached in a class action lawsuit that was brought on behalf of a settlement class of people defined as “All individuals hired as independent contractors to be laborers or maintenance workers, or similar titles, for SOLA RENTALS, INC. in the State of California who worked more than one pay period since four (4) years prior to the filing of this action to the present.”

You have received this notice because Defendants’ records indicate that you may be a member of this class.

2. What is this lawsuit about?

On January 25, 2019, Plaintiffs filed a complaint on behalf of themselves, the State of California, and all individuals hired as independent contractors to be laborers, or a similar title, for SOLA RENTALS, INC.; MARTIN MUOTO, in the State of California who worked one or more pay periods since four (4) years prior the filing of this action to the present.

Plaintiffs alleged, specifically, that SOLA RENTALS, INC. and MARTIN MUOTO (1) Failed to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199; (2) Failed to Provide Rest Breaks Pursuant to Labor Code §§226.7; (3) Violation of Labor Code §226(a); (4) Violation of Business & Professions Code § 17200; and (5) Labor Code § 2699, *et seq.*

SOLA RENTALS, INC. and MARTIN MUOTO deny Plaintiffs’ claims, and assert that they have complied with all of its legal obligations to its employees.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiffs’ allegations or Defendants’ defenses.

4. Why did this case settle?

The Parties reached a settlement in order to avoid the risk and expense of further litigation. Plaintiffs and their attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the

uncertainty in the law governing some of the claims presented. Although SOLA RENTALS, INC. and MARTIN MUOTO dispute Plaintiffs' claims and assert they have complied with all of their legal obligations towards its employees, SOLA RENTALS, INC. and MARTIN MUOTO have also concluded that further litigation would be protracted and expensive, and would also divert resources and management and employee time.

5. What are the terms of the settlement and how much will I receive?

The gross settlement amount is \$520,000.00. Under the proposed settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

Gross Fund Value:	\$ 520,000.00
Requested Enhancement to Named Plaintiffs:	\$ 7,500.00 (to each Named Plaintiff)
Requested Class Counsel's Fees (1/3 of Gross Fund Value):	\$ 174,000.00
Requested Class Counsel's Costs:	\$ 7,500.00
Requested Settlement Administration Costs:	\$ 15,176.00
PAGA Payment	\$ 15,000.00
	<i>(\$11,250.00 to the LWDA and \$3,750.00 to remain in the Net Settlement Fund)</i>
Net Settlement Fund	\$ 297,074.00

After these deductions, approximately \$297,074.00 will be available for payments to be made to the Class Members receiving this notice and who do not opt out of the Stipulation of Settlement.

Each Participating Class Member shall receive a proportional share of the Net Settlement Fund based on the total earnings he/she earned from January 25, 2015 through June 1, 2020 (the "Class Period").

The lump sum payment to you shall be determined based upon the total earnings earned over the course of the Class Period (January 25, 2015 through June 1, 2020). The Claims Administrator will calculate the total "Pro Rata Settlement Value" for all Class Members by dividing the Net Settlement Fund proportionately to the entire class based on each Class Member's total earnings over the course of the Class Period as reflected in Defendants' business records. This calculation will result in an amount reflecting the settlement value to be assigned to eligible Class Members (the "Pro Rata Settlement Value").

Based on the records of SOLA RENTALS, INC. and MARTIN MUOTO, the total earnings by you from January 25, 2015 through June 1, 2020 is **Insert Total Earnings**. If you disagree with this information and would like someone to look into the matter, please follow the procedure below.

6. What if I disagree with the total earnings attributed to me shown above?

If you believe the information above is incorrect regarding the total earnings earned by you, you will need to write and sign a letter detailing the total number of earnings you believe is correct and enclosing any documentation supporting your contention (for example: copies of checks or check stubs) to the Claims Administrator as follows:

SOLA RENTALS, INC. and MARTIN MUOTO ADMINISTRATOR
c/o JND Legal Administration
PO Box 91208
Seattle, WA 98111

You must submit such information by April 30, 2021. Make sure that you include your name on the letter and make clear that you are disputing the total number of earnings earned by you in SOLA RENTALS, INC. and MARTIN MUOTO's records. The attorneys on both sides of this case will work together in good faith and do their best to promptly resolve the dispute based upon available records.

7. What do I have to do to receive a share of the settlement?

If you wish to receive a payment under the terms of this settlement, **you do not have to do anything**. However, it is advisable to confirm your current mailing address with the Claims Administrator in order to ensure you receive your settlement share at (833) 961-3463. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will Release by doing nothing are:

any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, actions or causes of actions stated in the Complaint, actions or causes of action alleged, or which could have been alleged based on the facts set forth in the complaint during the Class Period. The release of PAGA claims is limited to facts and claims raised in Plaintiff's notice letter to the LWDA. This release shall become effective upon full payment of the Gross Fund Value. This release excludes the release of claims not permitted by law.

The "Class Period" is from January 25, 2015 through June 1, 2020.

9. What if I do not wish to be involved?

Anyone not wishing to participate in this settlement may exclude himself or herself ("opt out") by sending a written request for exclusion to the Claims Administrator at the address below. The request for exclusion must be signed by you or your authorized representative indicating that you wish to exclude yourself from the Stipulation of Settlement. The request for exclusion must be postmarked by April 30, 2021.

If your Request for Exclusion is postmarked after April 30, 2021, it will be rejected, and you will be a Class Member and be bound by the settlement terms.

Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Class Member and **will not** receive any payment as part of this settlement. Such persons will keep any rights to sue SOLA RENTALS, INC. and MARTIN MUOTO separately about the claims in this Action. Requests for exclusion must be sent to:

SOLA RENTALS, INC. and MARTIN MUOTO ADMINISTRATOR
c/o JND Legal Administration
PO Box 91208
Seattle, WA 98111

10. What if I have an objection?

Any objection to the settlement must be in writing, specify the reason(s) for the objection, and be mailed to the Claims Administrator no later than April 30, 2021. The Claims Administrator shall ensure that copies of the objection are filed with the Court and circulated to all Parties. Either of the Parties may file a responsive document to any objection with the Court. **You cannot object to the Stipulation of Settlement if you request exclusion from the Settlement.**

If you file and serve an objection, you will be bound by the terms of the Stipulation of Settlement, including the release of Released Claims as set forth above, unless the Stipulation of Settlement is not finally approved by the Court.

11. Do I need a lawyer?

You do not need to hire your own lawyer because Class Counsel listed below is working on your behalf. However, if you want your own lawyer, you are free to hire one at your own expense.

Class Counsel:	Counsel for Sola Rentals, Inc. and Martin Muoto
KINGSLEY & KINGSLEY, APC Eric B. Kingsley, Esq. Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300 Fax: (818) 990-2903	SHOOK, HARDY & BACON LLP Michael L. Mallow, Esq. Mark D. Campbell, Esq. 2049 Century Park East, Suite 3000 Los Angeles, CA 90067 Telephone: (424) 285-8330 Fax: (424) 204-9093

12. What happens next in the case?

The Stipulation of Settlement has only been preliminarily approved by the Court. The Court will hold a hearing in Dept. SS-6 of the Superior Court of California, Los Angeles County on June 1, 2021, at 9:00 am (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs and the costs of Settlement Administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I receive more information?

This notice is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed "Settlement Agreement" on file with the Clerk of the Court or at the case website: www.CastroVSoLaSettlement.com. The pleadings and other records in this litigation may be examined at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court.

For further information, you may also telephone the Claims Administrator at (833) 961-3463 or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or SOLA RENTALS, INC. and MARTIN MUOTO for information regarding this settlement.