

NOTICE OF CLASS ACTION SETTLEMENT

Manuel Gonzalez Paniagua v. United Rentals (North America), Inc.
Superior Court of the State of Washington for the County of King
Case No. 24-2-16520-7

This notice is to the following individuals in connection with a pending class action settlement:

All current and former non-exempt employees who worked for Defendant in Washington at any time from July 23, 2021, through March 23, 2026.

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of Washington for the County of King (the “Court”) has preliminarily approved this class action lawsuit filed by Manuel Gonzalez Paniagua (“Class Representative”) against United Rentals (North America), Inc. (“Defendant”) for alleged wage and hour violations (the “Lawsuit”).

The Lawsuit alleges the following legal causes of action: (1) Minimum Wage Act Violations: RCW 49.46 *et seq.*, (2) Failure to Pay Overtime Wages: RCW 49.46.130, (3) Meal Period Violations: RCW 49.12.020 and WAC 296-126-092, (4) Rest Break Violations: RCW 49.12.020 and WAC 296-126-092, (5) Unpaid Wages on Termination: RCW 49.48 *et seq.*, (6) Willful Refusal to Pay Wages: RCW 49.52.050. Defendant denies all claims and maintains it has fully complied with the law.

<u>YOUR OPTIONS</u>	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement and release your claims in exchange for compensation.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the release provisions in the settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.

The Court’s final approval hearing is scheduled to take place on December 11, 2026 at 10:30 a.m. before the Hon. Haydee Vargas of the King County Superior Court, 516 3rd Ave, Courtroom W-764, Seattle, WA 98104. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. WHAT IS THE ACTION ABOUT?

The Class Representative is a former employee of Defendant. The Class Representative alleged Defendant violated Washington labor and employment laws as follows: (1) Minimum Wage Act Violations: RCW 49.46 *et seq.*; (2) Failure to Pay Overtime Wages: RCW 49.46.130; (3) Meal Period Violations: RCW 49.12.020 and WAC 296-126-092; (4) Rest Break Violations: RCW 49.12.020 and WAC 296-126-092; (5) Unpaid Wages on Termination: RCW 49.48 *et seq.*; and (6) Willful Refusal to Pay Wages: RCW 49.52.050. Plaintiff is represented by Ferraro Vega Employment Lawyers and Rekhi & Wolk, P.S. (“Class Counsel”).

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

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representative, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$1,900,000.00 and authorize the following payments from that amount: Service Payment to the Class Representative (\$10,000.00); Attorneys’ Fees in the amount of \$633,270.00, representing 33.33% of the Gross Settlement Amount; Litigation Costs (not to exceed \$30,000.00), and the Administration Expenses to be paid to the third-party settlement administrator (not to exceed \$15,000.00).

After the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class Payments to Participating Class Members. One-third of each Individual Class Payment shall constitute taxable wages (“Wage Portion”) and two-thirds shall constitute interest and exemplary damages (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant’s employer payroll taxes owed on the Wage Portion will be paid by Defendant separately and in addition to the Gross Settlement Amount. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by September 21, 2026 the “Response Deadline.”

After the Judgment is final and Defendant has fully funded the settlement, Participating Class Members will be legally barred from asserting any of the claims released under the settlement, as follows:

In consideration for Defendant’s payment of the Gross Settlement Amount, upon the Final Approval Hearing (and except as to such rights or claims as may be created by this Settlement Agreement), and upon the full funding of the Gross Settlement Fund, Plaintiff and Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release all claims that have been or could have been brought against the Released Parties based on the facts asserted in the Operative Complaint, including state and municipal wage and hour claims (“Class Release”). For the avoidance of doubt, this release extends to all class claims arising from events that occurred during the Class Period that Defendant failed to pay minimum, straight, and overtime wages for all time worked, and any related penalties; failed to properly calculate the regular rate of pay; failed

to provide compliant meal periods, or pay meal penalties or payments when compliant meal periods were not provided; failed to provide compliant rest breaks, or pay rest premium payments when compliant rest breaks were not provided; intentional or willful withholding wages; failed to timely pay all wages due at separation of employment; failed to maintain accurate payroll records; failed to pay all compensation owed; claims for prohibiting disclosure or discussion of perceived wage and hour violations; exemplary or double damages, penalties, and interest pursuant to RCW 49.52.050 and .070; and for alleged violations of WAC 296-126-092, 296-128-620, 296-128-010, 296-126-050; RCW 49.12.020, 49.46, 49.58, 49.62, 49.48.010; SMC 14.20.020, 14.20.030. The release includes all claims based on the above for damages of any kind, including interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief under Washington or federal statute, ordinance, regulation, common law, or other source of law.

3. HOW IS MY INDIVIDUAL CLASS PAYMENT CALCULATED?

The Administrator obtained employment information for each Class Member, including how long they worked for Defendant. The Individual Class Payments will be calculated based on the number of weeks worked during the Class Period as a proportion of the total Net Settlement Amount.

4. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

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

Complete the attached Request for Exclusion form and mail it to the Administrator before the Response Deadline. If you opt-out, you will not receive an Individual Class Payment and you will not be bound by the Release.

6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on December 11, 2026 at 10:30 a.m. before the Hon. Haydee Vargas of the King County Superior Court, 516 3rd Ave, Courtroom W-764, Seattle, WA 98104. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel,

the Class Representative, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the following website www.UnitedRentalsSettlement.com. You can also telephone or send an email to Class Counsel at the address below:

Class Counsel

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9. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be distributed to the State of Washington's Unclaimed Property Division.

**DO NOT CONTACT THE COURT OR THE COURT CLERK TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT**