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

MICHAEL TEBBS, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

v.

SUNBELT RENTALS, INC., a North
Carolina corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. S-CV-0044313

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT AND
JUDGMENT**

Date: February 27, 2024

Time: 8:30 a.m.

Dept.: 42

Complaint Filed: January 21, 2020

PAUL PARKER, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

v.

SUNBELT RENTALS, INC., a North
Carolina corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. S-CV-0047378

Complaint Filed: September 29, 2021

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Attorneys for Plaintiffs and the Class

1 Plaintiffs and Class Representative Michael Tebbs and Paul Parker (collectively, “Plaintiffs”
2 or “Class Representatives”) and Defendant SUNBELT RENTALS, INC. (“Defendant”) (Plaintiff
3 and Defendant are collectively referred to as “Parties”) have entered into the Class and PAGA
4 Action Settlement Agreement, including the First and Second Amendment thereto (collectively
5 referred to as the “Settlement Agreement”) to settle the above-captioned class action subject to the
6 Court’s approval (the “Settlement”).

7 This matter is now before the Court on Plaintiff’s Motion for Final Approval of the Class
8 Action Settlement, including approval of Class Representative Enhancement Awards and Class
9 Counsel’s Application for the attorney’s fees and costs. The Court has read, heard, and considered
10 all the pleadings and documents submitted, and the presentations made in connection with the
11 Motion which came on for hearing on February 27, 2024.

12 **I. BACKGROUND**

13 **A. Class Members**

14 The “Class” or “Class Members” are defined as “all current and former non-exempt
15 employees of Sunbelt in California who were paid overtime and/or double-time wages and/or meal
16 premium wages covered by any work week in which they also received “On Call Earn” pay (as
17 denoted on an employee’s paystub) at any time from January 13, 2016 through February 5, 2023.”

18 **B. Operation of the Settlement.**

19 Pursuant to the Preliminary Approval Order dated September 19, 2023 this Court
20 conditionally certified the Class and granted preliminary approval to the Settlement. The
21 Preliminary Approval Order also approved of the proposed class notice. The Court entered the
22 Preliminary Approval Order after review and consideration of all of the pleadings filed in
23 connection herewith.

24 In compliance with the Preliminary Approval Order, the Class Notice was sent to all Class
25 Members via first class mail. The notice process was timely completed.

26 This Court finds that the Settlement appears to be the product of serious, informed, non-
27 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
28 treatment to any individuals. The Court further finds that the Settlement is fair, reasonable and

adequate, that due and adequate notice was provided to Class Members, and that Plaintiff has satisfied the standards for final approval of a class action settlement under California law. Under the provisions of California *Code of Civil Procedure* section 382 as set forth in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971), the trial court has discretion to certify a class where:

[Q]uestions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to the available methods for the fair and efficient adjudication of the controversy ... Fed. R. Civ. Proc. 23.

Certification of a settlement class is the appropriate judicial device under these circumstances.

Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement filed in this case.

2. The Court has jurisdiction over the subject matter of the litigation, the Class Representative, the Class, and Defendant.

3. The motion seeking final approval of the settlement is granted. Final Judgment shall be entered pursuant to the Settlement Agreement.

4. Solely for purposes of effectuating the Settlement this Court has certified the Class as “all current and former non-exempt employees of Sunbelt in California who were paid overtime and/or double-time wages and/or meal premium wages covered by any work week in which they also received “On Call Earn” pay (as denoted on an employee’s paystub) at any time from January 13, 2016 through February 5, 2023”. 297 Class Members were provided notice of the Settlement. Zero (0) class members have opted out. Therefore, the number of Class Members subject to this settlement is comprised of 297 unique individuals (“Settlement Class Members”). The Court deems this definition sufficient for purposes of California Rules of Court 3.765(a) and 3.771.

5. The Settlement is not an admission by Defendant, nor is this Judgment a finding of the validity or of any wrongdoing by Defendant. Neither this Judgement, nor the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed

1 or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of the
2 Defendant.

3 6. The Court finds that the dissemination of the Class Notice constituted the best notice
4 practicable under the circumstances to all Persons within the definition of the Class, and fully met
5 the requirements of California law and due process under the United States Constitution.

6 7. The Court approves the Settlement of the above-captioned action, as set forth in the
7 Settlement Agreement, and the releases and other terms set forth therein, as fair, just, reasonable,
8 and adequate. The Parties are directed to perform in accordance with the terms set forth in the
9 Settlement Agreement.

10 8. With respect to the Class and for purposes of approving the Settlement only and for
11 no other purpose, this Court finds and concludes that: (a) the members of the Class are
12 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
13 of law or fact common to the Class, and there is a well-defined community of interest among Class
14 Members with respect to the subject matter of the claims in the litigation; (c) the claims of Class
15 Representative are typical of the claims of the members of the Class; (d) the Class Representative
16 has fairly and adequately protected the interests of the members of the Class; (e) a class action is
17 superior to other available methods for an efficient adjudication of this controversy; and (f) the
18 counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel
19 for the Plaintiff in his individual and representative capacities and for the Class.

20 9. Upon the Effective Date, the Class Representatives shall have, by operation of this
21 Judgment, fully, finally and forever generally released, relinquished, and discharged Defendant and
22 the Released Parties as set forth in the Settlement Agreement.

23 10. Upon the Effective Date, the Settlement Class Members shall have, by operation of
24 this Judgment, fully, finally and forever released, relinquished, and discharged Defendant and the
25 Released Parties from all of the Released Claims as defined in the Settlement Agreement.

26 11. Except as otherwise provided in the Settlement Agreement and approved by this
27 Court, the Parties are to bear their own costs and attorneys' fees.

28 12. The Court approves the Individual Settlement Payment amounts to Settlement Class

1 Members, which shall be distributed pursuant to the terms of the Settlement Agreement.

2 13. Defendant shall fund the Gross Settlement Amount of \$950,000.00, plus the
3 employer's side payroll taxes, by payment to a Qualified Settlement Fund, which includes (a) all
4 Individuals Settlement Payments; (b) the Class Counsel Award of fees in the amount of
5 \$332,500.00 and reimbursement of costs in the amount of \$33,582.30; (b) the Class Representative
6 Service Awards to the Class Representatives in the amount \$10,000.00 each for a total of
7 \$20,000.00; (c) the sum of \$37,500.00 to be paid to the LWDA for PAGA Penalties (which
8 represents the LWDA's 75% share of the \$50,000.00 in PAGA Penalties); and (d) \$10,000.00 to the
9 Settlement Administrator, Phoenix Settlement Administrators, for Administrative Costs. The Court
10 finds that these amounts are fair and reasonable.

11 14. Accordingly, the Court hereby enters Final Judgment in this case in accordance with
12 the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the
13 finality of the Settlement or Judgment entered thereon, this Court shall have and retain exclusive
14 and continuing jurisdiction over the action and the Parties, including all Class Members, solely for
15 purposes of (i) the interpretation and enforcement of the terms of this Order and the Settlement, (ii)
16 Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate
17 under court rules or as set forth in the Settlement Agreement.

18
19 IT IS SO ORDERED AND ADJUDGED.

20
21 DATED: _____

22 _____
23 Honorable Trisha J. Hirashima
24 Judge of the Superior Court
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