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individually and on behalf of all others similarly situated

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF LOS ANGELES

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13 RONALD MEJIA, individually and on
behalf of all others similarly situated,

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15 Plaintiff,

16 v.

17 SUNBELT RENTALS, INC., a North
Carolina Corporation; and DOES 1-10,
18 inclusive,

19 Defendant.
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CASE NO.: 22STCV10099 (LEAD);
22STCV17704

CASE ASSIGNED TO:
Hon. William F. Highberger
Dept. 10 (Spring Street)

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: March 13, 2025
Time: 10:30 a.m.
Dept.: 10

1 **ORDER**

2 This matter came on for hearing on March 13, 2025 at 10:30 a.m. in Department 10 of the
3 above-captioned court on the Motion for Preliminary Approval of Class and PAGA Action
4 Settlement, upon the terms and conditions set forth in the Stipulation for Class Action Settlement
5 (hereinafter “Settlement Agreement”).

6 The Court, having fully reviewed the Motion for Preliminary Approval of Class and PAGA
7 Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support
8 thereof, the Settlement Agreement, including the proposed Notice of Proposed Settlement Class
9 Action Settlement, and in recognition of the Court's duty to make a preliminary determination as to
10 the reasonableness of any proposed class action settlement, and if preliminarily determined to be
11 reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due
12 process requirements, and to set a Final Approval Hearing to consider the proposed Settlement
13 Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement,
14 and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES**
15 **THE FOLLOWING DETERMINATIONS AND ORDERS:**

16 It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”) is
17 fair and reasonable to the Class Members when balanced against the probable outcome of further
18 litigation relating to class certification, the liability and damages issues involved, and the potential
19 for appeals. It further appears that sufficient investigation, research, and litigation has been
20 conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective
21 positions. It further appears that the Settlement at this time will avoid substantial costs, delay and
22 risks that would be presented by the further prosecution of the litigation. It further appears that the
23 proposed Settlement has been reached as the result of intensive, serious and non-collusive
24 negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING, THE
25 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY
26 GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY
27 ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR
28 SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, GREGORY MAURO,

1 AND MICHAEL CALVO OF JAMES HAWKINS, APLC BE CONDITIONALLY AND
2 PRELIMINARILY APPOINTED CLASS COUNSEL. MORE SPECIFICALLY, THE COURT
3 FINDS AS FOLLOWS:

4 The Court finds on a preliminary basis that the Settlement between Plaintiff and Defendant
5 appear to be within the range of reasonableness of a settlement which could ultimately be given final
6 approval by this Court. The Court preliminarily finds that the terms of the Settlement are fair,
7 reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

8 The Court notes that Defendant has agreed to a non-reversionary GSA of \$1,300,000.00.
9 Defendant will pay out the entirety of the GSA to the Participating Class Members and PAGA
10 Settlement Group Members, less deductions for attorneys' fees and costs, the service payment,
11 reasonable expenses of the third-party Settlement Administrator, and the LWDA for PAGA
12 penalties.

13 The Court finds that the elements of numerosity, commonality, typicality and adequacy have
14 been established to support conditional certification of the Settlement Class for settlement purposes,
15 with Plaintiff acting as the Class Representative.

16 The Court hereby appoints, for settlement purposes, Plaintiff Ronald Mejia as the Class
17 Representative and finds Plaintiff is an adequate representative for the Settlement Class for
18 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
19 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

20 The Class as identified in the Settlement is provisionally certified by this Order.

21 The Court finds that the proposed manner of class notice is adequate.

22 The Court approves ILYM Group Inc., to serve as the Settlement Administrator.

23 The Court further hereby approves the proposed Notice of Class Action Settlement and
24 Orders to the notice to be mailed to the Settlement Class.

25 The Court finds that the Notice of Class Action Settlement constitutes the best notice
26 practicable under the circumstances, is in full compliance with the laws of the State of California
27 and, to the extent applicable, the United States Constitution and the requirements of due process.
28 The Court further finds that the Notice of Class Action Settlement fully and accurately informs

1 Settlement Class Members of all material elements of the proposed Settlement, of each Settlement
2 Class Member's right to be excluded from the Settlement Class, and each Settlement Class Member's
3 right and opportunity to object to the proposed Settlement. The Notice of Class Action Settlement
4 adequately advises the Class about: the Class Action; the terms of the proposed Settlement and the
5 benefits available to each Settlement Class Member; each Settlement Class Member's right to
6 participate, submit an exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing
7 and procedures for doing so; the temporary and conditional certification of the Settlement Class for
8 settlement purposes only; preliminary Court approval of the proposed Settlement; timing and
9 procedures for distributing the Gross Settlement and the Individual Settlement Payments to the
10 Participating Class Members; and the date of the Final Approval Hearing as well as the rights of the
11 Settlement Class to file documentation in support of or in opposition to and appear in connection
12 with said hearing.

13 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
14 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
15 last known address of the Settlement Class, as specifically described within the Settlement
16 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
17 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

18 The Settlement Administrator shall, within thirty (30) calendar days of the date of the
19 Preliminary Approval Order, mail by First-Class United States mail the Notice of Class Action
20 Settlement to each Class Member (hereinafter "Notice"), using the most recent address available
21 to the Settlement Administrator for mail delivery, after updating provided addresses using the
22 National Change of Address Database. The Settlement Administrator shall also, within ten (10)
23 calendar days of mailing the Notice, send an electronic copy of the Notice via email to the last
24 known email addresses (to the extent available) of each Class Member.

25 IT IS FURTHER ORDERED that any Notice returned to the Settlement Administrator as
26 non-delivered on or before the Response Deadline with a forwarding address from the U.S. postal
27 service shall be promptly re-mailed to the forwarding address affixed thereto. If no forwarding
28 address is provided, the Settlement Administrator shall promptly attempt to determine a correct

1 address by the use of skip-tracing, or other automated search, and shall then promptly perform a re-
2 mailing to the Class Member whose Notice was returned as non-delivered, assuming another
3 mailing address is identified by the Settlement Administrator. A letter prepared by the Settlement
4 Administrator will be included in the re-mailed Notice in that instance, stating that the recipient of
5 the Notice has until the original deadline set forth on the Notice, or ten (10) calendar days after the
6 date of re-mailing of the Notice (whichever is later) to object or submit an Opt Out or submit Proof
7 of Work. In no event shall this be more than ten (10) calendar days after the Response Deadline.

8 IT IS FURTHER ORDERED that if these procedures are followed, notice to Class Members
9 shall be deemed to have been fully satisfied, and if the intended recipient does not receive the Notice
10 of Class Action Settlement, the intended recipient shall nevertheless remain a Class Member and
11 shall be bound by all terms of the Settlement and the Final Order and Judgment.

12 IT IS FURTHER ORDERED that the Notice of Class Action Settlement to be provided to
13 each Class Member and/or Aggrieved Employee shall set forth (1) the number of Impacted Pay
14 Periods applicable to the Class Member and/or Aggrieved Employee, (2) the estimated Impacted
15 Pay Period Payment Rate applicable to the Class Member and/or Aggrieved Employee, and (3) the
16 estimated Individual Settlement Payment that the Class Member and/or Aggrieved Employee shall
17 receive under this Settlement if the Court grants final approval of the Settlement.

18 IT IS FURTHER ORDERED that if the Class Member wishes to contest the number of
19 Impacted Pay Periods assigned to him or her by the Settlement Administrator, the Class Member or
20 his or her authorized representative in the case of the individual's death or incapacity must timely
21 provide his or her dispute with Proof of Work to the Settlement Administrator. To be timely, the
22 completed Proof of Work must be mailed to the Settlement Administrator and postmarked and
23 received on or before the Response Deadline. As this is not a claims-made Settlement and Class
24 Members need not return the optional Proof of Work, Class Members shall be bound by this
25 Agreement unless they submit a completed, signed and timely Opt Out.

26 IT IS FURTHER ORDERED that any Class Member seeking to be excluded from the Class
27 and this Settlement shall submit a written Opt Out to the Settlement Administrator. The written Opt
28 Out must: (1) contain the name, address, and phone number of the person requesting exclusion; (2)

1 state the Class Member's request to exclude himself or herself from the Settlement and to opt out of
2 the Class; (3) be signed by the Class Member or his or her lawful representative; and (4) be
3 postmarked by the Response Deadline and returned to the Settlement Administrator at the specified
4 address. Any Class Member, who submits a completed, signed and timely written Opt Out shall no
5 longer be a member of the Class, shall be barred from participating in this Settlement, shall be barred
6 from objecting to this Settlement, and shall not receive the class portion of the Individual Settlement
7 Payment. Any untimely or incomplete Opt Out shall be considered null and void. If a Class Member
8 submits both a completed, signed and timely Proof of Work and a completed, signed and timely Opt
9 Out, and if the Opt Out was submitted before the Proof of Work, then the Opt Out shall be deemed
10 invalid, and the Class Member shall be a Settlement Class Member and participate in this Settlement.

11 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement Administrator
12 concerning the administration of the Settlement will be resolved by the Court, under the laws of the
13 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer
14 in good faith to resolve the disputes without the necessity of involving the Court.

15 IT IS FURTHER ORDERED that any Class Member wishing to object to this Settlement
16 shall inform the Court, Class Counsel, and Defense Counsel in writing of their intent to object by
17 following the procedure set forth in the Notice of Class Action Settlement no later than the Response
18 Deadline. Any Objection must: (1) state the Class Member's full name, address, and phone number;
19 (2) state the grounds for the objection; (3) be signed by the Class Member or their lawful
20 representative; and (4) be postmarked on or before the Response Deadline.

21 IT IS FURTHER ORDERED that Class Counsel and Defense Counsel shall file any
22 responses to any written Objections submitted to the Court in accordance with this Agreement
23 within fourteen (14) calendar days of receipt of the objection, or in no event, later than three (3)
24 calendar days before the Final Fairness and Approval Hearing, or on another date set by the Court

25 IT IS FURTHER ORDERED that any Class Member who fails to submit a timely written
26 objection or to present an objection in person at the Final Approval Hearing shall be deemed to have
27 waived any objections and shall be foreclosed from making any objection to the Settlement whether
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1 by appeal or otherwise. An individual who submits a valid Request for Exclusion may not object to
2 the Settlement.

3 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on _____,
4 2025 at _____ a.m./p.m. in Department 10 of the above captioned Courthouse to consider the
5 fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this
6 Order Granting Preliminary Approval, and to consider the application of Class Counsel for an award
7 of attorneys' fees, costs, and class representative enhancement. The Court may continue the Final
8 Approval Hearing to another date at its discretion.

9 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
10 Final Approval and application for attorneys' fees and costs and class representative enhancement
11 shall be filed with this Court no later than sixteen (16) court days before the date set for the Final
12 Approval Hearing.

13 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
14 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
15 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
16 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
17 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
18 Agreement.

19 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
20 this matter except those contemplated herein and in the Settlement Agreement are stayed.

21 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
22 Hearing from time to time without further notice to the Class.

23 **IT IS SO ORDERED.**

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25 Dated: _____, 2025

Honorable William F. Highberger
JUDGE OF THE SUPERIOR COURT

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