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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

EDUARDO AGUILERA JR, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

RENT TIME, a California Corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2024-00014462-CU-OE-CTL

*[Assigned for All Purposes to the Hon. Loren
G. Freestone, Dept. C-64]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: July 31, 2026

Time: 10:30 a.m.

Dept.: C-64

Action Filed: March 27, 2024

1 Plaintiff Eduardo Aguilera Jr.'s ("Plaintiff") Motion for Final Approval of Class Action
2 and PAGA Settlement came before this Court on July 31, 2026, at 10:30 a.m., in Department
3 C-64 of the Superior Court of California, County of San Diego, located at 330 West Broadway,
4 San Diego, California 92101. Plaintiff now seeks an order granting final approval of the Class
5 Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") between
6 Plaintiff and Defendant Rent Time ("Defendant") (Plaintiff and Defendant collectively, the
7 "Parties"), a copy of which is attached to the Declaration of John G. Yslas in Support of
8 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit**
9 **2**. On February 27, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary
10 Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance
11 with the Preliminary Approval Order, Class Members have been given notice of the terms of
12 the Settlement and the opportunity to comment on or object to it or to exclude themselves from
13 its provisions.

14 Having received and considered the Settlement Agreement, the supporting papers filed
15 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
16 Approval of Class Action and PAGA Settlement granted on February 27, 2026, and the instant
17 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
18 well as oral argument presented to the Court, the Court grants final approval of the Settlement
19 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

20 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
21 including all Settlement Class Members.

22 2. The Court finds that the Class, as defined below, is properly certified as a class for
23 settlement purposes only:

24 all persons currently or formerly employed by Defendant Rent Time as
25 hourly-paid, non-exempt employees in the State of California during the
Class Period.

26 3. "Class Period" means the period from June 30, 2020, to December 31, 2024.

27 4. The Court appoints Plaintiff Eduardo Aguilera Jr. as Class Representative for
28 settlement purposes only.

1 5. The Court appoints John G. Yslas, Diego Aviles, Harry Erganyan, Mariam
2 Nazaretyan, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement
3 purposes only.

4 6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
5 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
6 their right to receive a settlement share, their right to comment on or object to the Settlement or to
7 opt out of the Settlement and pursue their own remedies, and their right to appear in person or by
8 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
9 periods of time were provided by each of these procedures.

10 7. No Class Members objected to the Settlement.

11 8. No Class Members requested exclusion from the Settlement.

12 9. The Court finds and determines that this notice procedure afforded adequate
13 protections to Class Members and provides the basis for the Court to make an informed decision
14 regarding approval of the Settlement based on the responses of Class Members. The Court finds
15 and determines that the notice provided in this case was the best notice practicable, which satisfied
16 the requirements of law and due process.

17 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
18 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
19 requirements for final approval of this class action settlement under California law, including the
20 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
21 3.769.

22 11. Class Members who have not opted out will be bound by the Settlement, except
23 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
24 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
25 whether they opt out of the Settlement.

26 12. The Court finds that Plaintiff notified the Labor and Workforce Development
27 Agency ("LWDA") of the Settlement in accordance with the notice requirements of California
28 Labor Code § 2699(s).

1 13. No later than 14 days after the Effective Date as defined in the Settlement
2 Agreement, Defendant shall fully fund the Gross Settlement Amount and the amounts necessary
3 to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator.

4 14. Within seven (7) days after Defendant fully funds the GSA, the Administrator shall
5 mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
6 Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel
7 Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the
8 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
9 Representative Service Payment shall not precede disbursement of Individual Class Payments and
10 Individual PAGA Payments.

11 15. The "Effective Date" means the date by which both of the following have occurred:
12 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)
13 the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
14 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
15 one or more Participating Class Members objects to the Settlement, the day after the deadline for
16 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
17 the day after the appellate court affirms the Judgment and issues a remittitur.

18 16. In addition to any recovery Plaintiff may receive under the Settlement, and in
19 recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves
20 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
21 Eduardo Aguilera Jr. in the amount of \$7,500.00.

22 17. The Court approves payment from the Gross Settlement Amount for civil penalties
23 under PAGA in the amount of \$10,000.00 with the LWDA to receive 75% (\$7,500.00), and the
24 remaining 25% (\$2,500.00) to be distributed to Aggrieved Employees, defined as all persons
25 currently or formerly employed by Defendant Rent Time as hourly-paid, non-exempt employees
26 in the State of California during the PAGA Period (March 27, 2023, to December 31, 2024). The
27 Court finds and determines that such payment is fair, reasonable, and appropriate.

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1 18. The Court approves payment from the Gross Settlement Amount for attorneys' fees
2 to Class Counsel in the amount of \$50,000.00, and the reimbursement of litigation costs in the
3 amount \$17,375.70. Both are reasonable amounts. The reasonableness of the fee award is
4 determined based on a reasonable percentage of the common fund obtained for the Class. The
5 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
6 efficient litigation practices and reflects the actual benefit obtained for the Class.

7 19. The Court approves payment from the Gross Settlement Amount for settlement
8 administration services in the amount of \$8,750.00 to the Settlement Administrator, Phoenix
9 Settlement Administrators.

10 20. Individual Settlement Payments checks will be valid for 180 days after mailing by
11 the Settlement Administrator. For any Class Member whose Individual Class Payment check or
12 Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator
13 shall transmit the funds represented by such checks to the California Controller's Unclaimed
14 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
15 requirements of California Code of Civil Procedure Section 384, subd. (b).

16 21. Effective on the date when Defendant fully fund the Gross Settlement Amount and
17 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
18 Class Members, and Class Counsel will release claims against all Released Parties as follows:

19 a. Released Class Claims: "All Participating Class Members will release all
20 claims, rights, demands, liabilities, and causes of action, in law or in equity, arising at any time
21 during the Class Period for the class claims brought by Plaintiff in the Operative Complaint, or
22 that could have been brought by Plaintiff against Defendant in the Operative Complaint based on
23 the facts alleged therein. The Released Class Claims do not include a release for PAGA civil
24 penalties pursuant to Labor Code § 2699, *et seq.*"

25 b. Released PAGA Claims: "All Aggrieved Employees will release all claims
26 for PAGA civil penalties that were alleged or could have been alleged in the Operative
27 Complaint and the PAGA Notice based on the facts alleged therein during the PAGA Period."

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22. "Released Parties" means Defendant Rent Time and all of Defendant Rent Time's parents, successors and affiliates.

23. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

25. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

26. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

27. A Settlement Compliance Hearing is set for April __, 2027, at ____ a.m/p.m. or a date and time soon thereafter more convenient for the Court: ____, at ____ a.m./p.m. in Department C-64 of the above-captioned Court.

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1 28. A final report from the Settlement Administrator indicating that disbursements were
2 made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement
3 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,
4 no appearance will be required at the Settlement Compliance Hearing.

5 **IT IS SO ORDERED.**

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7 Dated: _____

7/31/2026

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9 HONORABLE LOREN G. FREESTONE
10 JUDGE OF THE SUPERIOR COURT
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