

Electronically Filed
9/26/2024
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Holly Cunningham, Deputy

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

DYLAN WALLEN, on behalf of himself, all
others similarly situated, and on behalf of the
general public, and as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"); and LARRY GENE STANDRIDGE,
on behalf of himself and all others similarly
situated,

Plaintiffs,

vs.

UNITED RENTALS (NORTH AMERICA),
INC., a Delaware corporation, UNITED
RENTALS, INC. a Delaware corporation, and
DOES 1 through 10, inclusive,

Defendants.

Case No. CV-22-000399

Assigned for all purposes to John R. Mayne, Dept.
21

**~~AMENDED PROPOSED~~ ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS; JUDGMENT**

Date: September 26, 2024
Time: 8:30 a.m.
Place: Department 21

Complaint Filed: January 27, 2022
FAC Filed: February 5, 2024
Trial Date: None Yet Set

ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments (collectively, the "Motions"). Due and adequate notice having been given to Class Members, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained in the Settlement.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including:

Class Members: All persons who were employed by Defendants United Rentals (North America), Inc. and United Rentals, Inc. ("Defendants" or "United Rentals") as non-exempt hourly-paid employees within the State of California at any time during the Class Period. The Class Period means the period from April 21, 2020 to June 5, 2023.

PAGA Group Members: All persons who were employed by Defendants as non-exempt hourly-paid employees within the State of California at any time during the PAGA Period. The PAGA Period means the period from April 21, 2020 to June 5, 2023.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out of the Released Class Claims, or to object to the Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

1 5. Class Members were given a full opportunity to participate in the Final Approval
2 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the
3 Court determines that all Class Members who did not timely and properly opt out of the settlement are
4 bound by this Order.

5 6. The Court has considered all relevant factors for determining the fairness of the
6 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
7 the Court finds that the settlement was reached following meaningful discovery and investigation
8 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
9 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
10 adequate, and reasonable.

11 7. In so finding, the Court has considered all evidence presented, including evidence
12 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
13 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
14 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
15 sufficient information about the nature and magnitude of the claims being settled, as well as the
16 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
17 which the Parties have agreed.

18 8. Accordingly, the Court approves the settlement as set forth in the Settlement Agreement
19 and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the best
20 interests of the entire Settlement Class and directs implementation of all remaining terms, conditions, and
21 provisions of the Settlement Agreement. The Court also finds that settlement now will avoid additional
22 and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
23 litigate the case. Additionally, after considering the monetary recovery provided by the settlement in light
24 of the challenges posed by continued litigation, the Court concludes that the settlement provides Class
25 Members with fair and adequate relief.

26 9. The Settlement Agreement is not an admission by Defendants or by any other Released
27 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
28 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to

1 in this Order, nor any action taken to carry out the Settlement Agreement, may be construed as, or may
2 be used as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
3 whatsoever by or against Defendants or any of the other Released Parties.

4 10. The Court awards Plaintiffs Class Representative Enhancement Payments of \$15,000
5 each to Plaintiffs Wallen and Standridge for their service on behalf of the Settlement Class, and for
6 agreeing to general releases of all claims arising out of their employment with Defendants.

7 11. The settlement of civil penalties under PAGA in the amount of \$500,000 is approved.
8 Seventy-five percent (75%), or \$375,000, shall be paid to the California Labor and Workforce
9 Development Agency. The remaining twenty-five percent (25%), or \$125,000, will be paid to PAGA
10 Group Members.

11 12. The Court awards \$2,500,000 in attorneys' fees to the Law Offices of Mark
12 Yablonovich and James Hawkins APLC. The Court finds that the requested award of attorneys' fees is
13 reasonable for a contingency fee in a class action such as this. Counsel have also established the
14 reasonableness of the requested award of attorneys' fees via their lodestar crosscheck, and the Court
15 finds that the attorney staffing, hours billed, and hourly rates are reasonable.

16 13. Pursuant to the terms of the Settlement Agreement and the authorities, evidence, and
17 argument set forth in Class Counsel's application, an award of costs of \$ 23,253.28 as payment for
18 litigation costs incurred by Class Counsel is granted. The payment of costs to Class Counsel shall be
19 made in accordance with the terms of the Settlement Agreement.

20 14. The Court finds that the division of attorneys' fees as follows is appropriate. The Court
21 finds that Law Offices of Mark Yablonovich is entitled to 85% of the fees awarded by Court, or
22 \$2,125,000, and shall be paid to the Law Offices of Mark Yablonovich; and James Hawkins APLC is
23 entitled to 15% of the fees awarded by the Court, or \$375,000, and shall be paid to James Hawkins
24 APLC. The payment of fees to Class Counsel shall be made in accordance with the terms of the
25 Settlement Agreement.

26 15. The Court approves settlement administration costs and expenses in the amount of
27 \$24,658 to Rust Consulting, Inc. Notice of the Court's Order Granting Final Approval and Judgment
28 shall be posted on the Settlement Administrator's website for a period of at least 90 days. (Cal. Civ.

Code § 1781(g); Cal. Rules of Ct., rule 3.771(b).)

16. Judgment in this matter is entered in accordance with the above findings.

17. Upon the Funding Date, all Participating Class Members will be deemed to have released the Released Class Claims during the Class Period:

All claims, rights, demands, liabilities, and causes of action, whether known or unknown, suspected or unsuspected, that were pleaded in the original or amended complaints or Plaintiff Wallen's LWDA letters, or based on the factual allegations contained in the original or amended complaints or Plaintiff Wallen's LWDA letters, or that could have been alleged based on the same set of operative facts as those pleaded in the original or amended complaints or Plaintiff Wallen's LWDA letters, during the Class Period. The Released Class Claims excludes all other claims, including claims for wrongful termination, unemployment insurance, disability, and workers' compensation.¹

18. Upon the Funding Date, Plaintiffs and the LWDA will be deemed to have released the Released PAGA Claims during the PAGA Period:

All claims released by PAGA Group Members for any PAGA civil penalties and includes all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties, whether known or unknown, suspected or unsuspected, that were pleaded in the original or amended complaints or Plaintiff Wallen's LWDA letters, or based on the factual allegations contained in the original or amended complaints or Plaintiff Wallen's LWDA letters, or that could have been alleged based on the same set of operative facts as those pleaded in the original or amended complaints or Plaintiff Wallen's LWDA letters arising during the PAGA Period. The Released PAGA Claims do not release any non-PAGA right of action and/or wage and hour claim(s) held by individual aggrieved employees but do release any claims, rights, demands, liabilities, and causes of action for attorneys' fees and/or costs arising from or related to the PAGA claims. PAGA Group Members cannot request exclusion from the PAGA Settlement.

19. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

20. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the Parties under California Code of Civil Procedure section 664.6, including all Class Members and PAGA Group Members, for purposes of enforcing the terms of the Judgment.

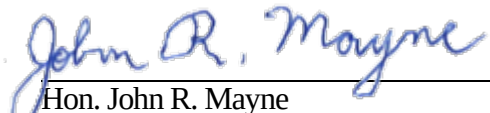
21. The Court sets a compliance hearing for May 28, 2025 at 8:30 a.m. in Department 21, at 8:30 a.m.

¹ Only the following two employees have excluded themselves from the class portion of the settlement and are not bound by the Released Class Claims: Luis Gutierrez and Donald Bailey.

1 which time the Court will consider evidence that the distribution process is complete and that a final
2 accounting may be approved. Plaintiffs shall file a declaration from the Settlement Administrator
3 regarding the completion of settlement administration activities no later than five court days before the
4 compliance hearing, as well as an amended judgment regarding the distribution of unclaimed residuals to
5 Legal Aid at Work.

6 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

7 Dated: 9/26/2024
8 _____


9 _____
Hon. John R. Mayne
Stanislaus County Superior Court Judge

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: 9465 Wilshire Boulevard, Suite 300, Beverly Hills, CA 90212.

On September 26, 2024, I served the following document described below as

[AMENDED PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS; JUDGMENT

on the interested parties in this action, addressed as follows:

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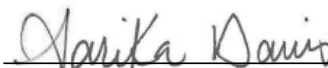
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(X) BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 26, 2024, at Los Angeles, California.



Aarika Davis