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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KEVIN DION COCROFT and EFRAIM
ALVARADO, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

EQUIPMENTSHARE.COM INC., and DOES
1-50, Inclusive,

Defendant.

Case No.: 34-2024-00021084-CU-OE-CTL

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: November 7, 2025

Time: 10:30 a.m.

Judge: Hon. Loren Freestone

Dept.: C-64

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiffs KEVIN DION COCROFT ("Plaintiff Cocroft") and EFRAIM ALVARADO ("Plaintiff
6 Alvarado") (hereafter, collectively, "Plaintiffs" or "Class Representatives") in this wage and hour class
7 action filed against Defendant EQUIPMENTSHARE.COM INC. ("Defendant").

8 2. This declaration is being submitted in support of Plaintiffs' Motion for Final Approval of
9 Class Action and PAGA Settlement.

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
11 of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter "Settlement
12 Agreement"). Attached thereto as **Exhibit A** is a true and correct copy of the Notice of Class Action
13 and PAGA Settlement ("Class Notice").

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the June 6, 2025, Preliminary
15 Approval Order.

16 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the proof of filing the
17 proposed Settlement with the LWDA.

18 6. Attached hereto as **Exhibit "4"** is true and correct copy of the October 14, 2025, proof of
19 filing this motion seeking final approval of this Settlement with the LWDA.

20 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
21 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
22 Class Counsel.

23 **I. INTRODUCTION**

24 8. An objective evaluation of the proposed settlement of Five Hundred Fifty-Five Thousand
25 Dollars and Zero Cents (\$555,000.00) ("Gross Settlement Amount") confirms that the relief negotiated
26 on behalf of the Class Members is fair, reasonable, and valuable. The Settlement is a product of
27 informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over
28 by the Honorable Allison H. Goddard in an Early Neutral Evaluation ("ENE"). After deducting any

1 Court-approved PAGA Payment, Service Awards, Class Counsel Award, and the Settlement
2 Administration Costs, the Net Settlement Amount shall be distributed to the Settlement Class Members
3 based on the number of Workweeks they worked while employed by Defendant during the Class Period.
4 *The Class greeted news of the Settlement with nearly unanimous approval.* There were zero objections
5 and only two opt-outs to the Settlement. The 99.51% approval rate by the Class evidences the fairness
6 and reasonableness of the Settlement.

7 9. This Settlement provides substantial recovery for Defendant's alleged wage and hour
8 violations. Plaintiffs estimate that the Settlement, if approved, would result in a Net Settlement Amount
9 of approximately \$317,010.00. This will result in an average Individual Settlement Payment of
10 **\$765.72**, a high payment of **\$2,776.57**, and low payment of **\$11.20**.

11 10. The relief offered by the Settlement is immediate and is particularly impressive when
12 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
13 *infra*). Indeed, by settling now rather than proceeding to trial, the Class will not have to wait (possibly
14 years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

15 11. As discussed below, the proposed Settlement satisfies all criteria for final settlement
16 approval under California law and falls well within the range of reasonableness. Accordingly, the Class
17 Representatives and Class Counsel respectfully request this Court grant final approval of the Agreement
18 and entry of the proposed Final Approval Order and Judgment.

19 II. OVERVIEW OF THE LITIGATION

20 12. Defendant owns and operates a construction equipment rental company throughout the
21 state of California, including in the county of San Diego, California where Plaintiffs worked. Plaintiff
22 Cocroft was employed by Defendant from July 2023 to August 2023 as a non-exempt employee.
23 Plaintiff Alvarado was employed by Defendant from July 2022 to February 2024 as a non-exempt
24 employee. This action asserts claims on behalf of Defendant's current and former non-exempt
25 employees employed in California. At all times during their employment, Plaintiffs were paid an hourly
26 wage and were entitled to legally compliant meal and rest periods. Throughout their employment,
27 Plaintiffs were subject to Defendant's written policies and procedures.
28

1 13. Generally, Plaintiffs claim that Defendant failed to calculate the regular rate of pay for
2 purposes of overtime, meal period premiums and redeemed sick pay; failed to pay all wages; failed to
3 pay for all time worked; failed to provide compliant meal and rest periods, failed to reimburse necessary
4 business expenses, failed to furnish accurate itemized wage statements, and failed to pay all wages upon
5 separation. Defendant denies liability for each of Plaintiffs' claims. Further, Defendant asserts that it
6 fully complied with all applicable employment laws and raised several other significant defenses to
7 Plaintiffs' claims, including but not limited to, facially compliant meal and rest period policies, and
8 timely payment of all wages due upon separation of employment.

9 14. On February 29, 2024, Plaintiff Cocroft filed a Class Action complaint in the San Diego
10 Superior Court, Case No. 37-2024-00009472 ("Class Action") alleging claims for (1) Unfair
11 Competition in violation of Cal. Bus. & Prof. Code §§ 17200, *et. seq.*; (2) Failure to Pay Minimum
12 Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime Wages in
13 violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide Required Meal Periods in violation
14 of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required
15 Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6)
16 Failure to Reimburse Employees for Required Expenses in violation of Cal. Lab. Code § 2802; (7)
17 Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab Code §226; and (8)
18 Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203.

19 15. On the same day, Plaintiff Cocroft served Defendant and the Labor and Workforce
20 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice").

21 16. On April 4, 2024, Defendant removed the Class Action from the San Diego County
22 Superior Court to the United States District Court, Southern District of California. On May 6, Plaintiff
23 Cocroft filed a Representative Action complaint in the San Diego County Superior Court, Case No. 37-
24 2024-00021084-CU-OE-CTL ("PAGA Action"), for Violations of the Private Attorneys General Act
25 (Labor Code §§ 2698, *et seq.*). On June 10, 2024, Plaintiff Alvarado filed a Notice of Violations with
26 the LWDA and served the same on Defendant. In the removed Class Action, the district court set an
27 Early Neutral Evaluation Conference ("ENE") to be attended by the parties.
28

1 17. To prepare for the ENE, Defendant produced time and payroll records for the Class
2 Members, aggregate workweek and pay period data for the Class Members, average hourly rate for the
3 Class Members, and copies of applicable handbooks, policies, and agreements.

4 18. As discussed *infra*, Plaintiffs' counsel retained the forensic consultants at Berger
5 Consulting Group ("BCG") to analyze Defendant's time and payroll data.

6 19. On October 30, 2024, the Parties attended an ENE in the removed Class Action with the
7 Honorable Judge Allison H. Goddard and reached a settlement of both the Class Action and the PAGA
8 Action, which was subsequently memorialized in the form of a Memorandum of Understanding.
9 Thereafter, the Parties drafted and negotiated a long-form settlement agreement, which is the subject
10 of the instant motion. The Parties now seek approval of the entire Agreement.

11 20. On June 6, 2025, this Court granted preliminary approval of the Settlement.

12 **III. THE SETTLEMENT BEFORE THE COURT**

13 21. The Court preliminarily approved an initial Gross Settlement Amount of Five Hundred
14 Fifty-Five Thousand Dollars and Zero Cents (\$555,000.00) based on a total of an estimated 26,867
15 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used
16 to satisfy: (1) the Individual Settlement Payments to Settlement Class Members; (2) the Service
17 Awards; (3) the PAGA Payment; (4) the Settlement Administration Costs; and (5) Class Counsel
18 Award.

19 22. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
20 the class and should be granted final approval. This is evidenced by the high approval of the Settlement
21 by the Class, the absence of any objections to the Settlement and the average Individual Settlement
22 Payment of **\$765.72**.

23 **A. Class Counsel Conducted a Thorough Investigation**

24 23. Months before filing the Action, Class Counsel began its pre-filing investigation into
25 Plaintiffs' complaints. Class Counsel's investigation started with several lengthy interviews with
26 Plaintiffs. As part of the interview process, the Plaintiffs produced documents related to their
27 employment, including wage statements. At the conclusion of the interviews, Class Counsel determined
28 that Plaintiffs' complaints justified further inquiry.

1 24. Class Counsel subsequently requested Plaintiffs' employee files from Defendant. In
2 response, Defendant produced additional documents including timesheets, policies, and complete
3 payroll records. Class Counsel reviewed and analyzed the documents and determined the documents
4 appeared to substantiate Plaintiffs' claims that Defendant failed to, among other things, calculate the
5 correct regular rate of pay.

6 25. To prepare for the ENE, Defendant produced time and payroll records for the Class
7 Members, aggregate workweek and pay period data for the Class Members, average hourly rate for the
8 Class Members, and copies of applicable handbooks, policies, and agreements.

9 26. Class Counsel then retained the statisticians and economists at Berger Consulting Group
10 ("BCG") to evaluate the Class Members' payroll and time data. BCG provides data analysis and
11 damage modeling consulting services, specializing in wage and hour class actions. BCG's team of
12 financial and data analysts are credentialed and experienced experts in their fields and have provided
13 their expertise on thousands of cases.

14 27. BCG analyzed Defendant's time and payroll data to assist in the development of various
15 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
16 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
17 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
18 meal and rest periods, the amount of unpaid wages, the amount of unpaid and underpaid overtime, and
19 the amount of missed meal and rest period premiums paid during the Class Period.

20 28. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
21 determining Plaintiffs' suitability as a putative class representatives through interviews, background
22 investigations, and analysis of his employment files; (2) evaluating all of Plaintiffs' potential claims;
23 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
24 and the type of employer; (4) analyzing the Class Members' time and payroll records; (5) analyzing
25 Defendant's labor policies and practices; (6) researching settlements in similar cases as well as
26 outstanding issues which could affect settlement approval; (7) evaluating Plaintiffs' claims and
27 estimating Defendant's liability for purposes of settlement; (8) drafting the ENE statement; and (9)
28 participating in the ENE. This investigation allowed Class Counsel to fully assess the nature and

1 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
2 independent assessment of the reasonableness of the terms to which the Parties have agreed.

3 29. Class Counsel only agreed to enter the Settlement following this thorough investigation
4 and evaluation of Plaintiffs' claims. Based on its investigation of the facts, applicable law, and
5 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
6 associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe
7 this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are
8 fair, reasonable, and adequate, the Court should finally approve the Settlement.

9 **B. The Parties Settled at the ENE**

10 30. On October 30, 2024, the Parties participated in an Early Neutral Evaluation Conference
11 ("ENE"), in connection with Plaintiffs' federal class action case. The ENE was presided over by
12 Magistrate Judge Allison H. Goddard. The Parties made substantial progress with Judge Goddard's
13 assistance. Namely, the Parties exchanged information regarding their respective claims and defenses,
14 including their respective evaluation of the damages. The ENE concluded with a global settlement of
15 the Class Action and the PAGA Action, which was subsequently memorialized in the form of a
16 Memorandum of Understanding. The complete and final terms of the Parties' settlement are now set
17 forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and
18 reasonable compromise of the claims at issue.

19 **C. Class Counsel is Experienced in Similar Litigation**

20 31. Plaintiffs are represented by competent and experienced counsel to pursue their claims. I
21 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
22 aggrieved employees and consumers throughout California in wage and hour class actions and complex
23 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
24 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma, Esq.
25 (Associate Attorney), John L. Nitti, Esq. (Associate Attorney), Carolina Faccin, Esq. (Associate
26 Attorney), Tesla Stone (Senior Paralegal and Office Manager), Jennifer Heming (Paralegal), Sabrina
27 Carle-Parra (Administrative Assistant), Allysa Castillo (Legal Assistant), Elsa Torres (Legal Assistant),
28 Andrew Ward (Law Clerk), and Hana McAnally (Law Clerk).

1 32. I am qualified to represent the Plaintiffs, the Class Members, the State of California, and
2 the Aggrieved Employees. I have extensive experience with wage and hour class and representative
3 actions litigation like this matter, and employment matters in general. Additionally, I have extensive
4 complex mass tort litigation experience and complex construction product liability experience. I can,
5 will and have adequately represented the interests of the Plaintiffs, the Class Members, the State of
6 California, and the Aggrieved Employees throughout this action.

7 33. I have represented consumers and employees in California class actions, and complex
8 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
9 plaintiffs' civil litigation attorney since April 2007.

10 34. I am qualified to represent the Plaintiffs, the State of California, and the Aggrieved
11 Employees. I have extensive experience with wage and hour class and representative actions litigation
12 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
13 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "5."** Some of the
14 major cases the Firm has undertaken are also set forth in **Exhibit "5."**

15 35. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
16 favorable verdict for the firm's clients.

17 36. Finally, I have published appellate experience in *William Blanchette et al., v. The*
18 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge*
19 *Holding Co. LLC* (2023) 92 Cal.App.5th 59.

20 37. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers,
21 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers,
22 Rising Star list recognizes the top 2.5% of eligible attorneys. (see
23 https://www.superlawyers.com/about/selection_process.html.)

24 **D. The Gross Settlement Amount is Fair and Reasonable**

25 38. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
26 Settlement provides a sizeable recovery to the Class and need not necessarily obtain 100 percent of the
27 damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250.
28 While the Gross Settlement Amount of Five Hundred Fifty-Five Thousand Dollars and Zero Cents

1 (\$555,000.00) represents a discount on Defendant's potential exposure if Plaintiffs established liability
2 on all claims and was awarded the full amount of the estimated damages at trial, this compromise is
3 reasonable because (1) the formidable defenses raised by Defendant presented a risk that could award
4 significantly less in damages than Plaintiffs' estimate and (2) any theoretical post-trial recovery may
5 require many more years of litigation, resulting in added fees and costs without any guarantee of
6 recovery for the Class.

7 39. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and
8 reasonable considering the nature and magnitude of the claims being settled and the various potential
9 impediments to recovery. Class Counsel developed varied economic damages models measuring
10 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
11 various models were informed by Class Counsel's investigation, including the analysis of a significant
12 sample of time and payroll data. Detailed in greater depth during the preliminary approval process,
13 Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of
14 the Class. The Gross Settlement Amount represents between 19% and 51% of Defendant's *class-wide*
15 liability exposure as estimated by Class Counsel at the time of mediation.

16 40. The calculation methodology used to compensate the Class Members for the alleged
17 damages was negotiated at the time of the Settlement. More importantly, the methodology is fair,
18 objective, and impartial. The calculation methodology is based on the number of Workweeks each
19 Class Member worked for Defendant during the Class Period. The number of Workweeks for the Class
20 Member is established through Defendant's data and documented compensation records. The
21 Administrator is responsible for calculating the Individual Settlement Payments by dividing the Net
22 Settlement Amount by the total number of workweeks worked by all Class Members, and multiplying
23 the result by the number of Workweeks worked by each individual Class Member to calculate each
24 Settlement Class Member's estimated Individual Settlement Payment. Agreement at § III(M)(1). This
25 process establishes an objectively fair and reasonable procedure to compensate the Class.

26 41. Clearly the goal of this litigation to obtain redress for the class has been met by this
27 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
28

1 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
2 approval.

3 **E. The Strength of Plaintiffs' Case and Risks of Continued Litigation**

4 42. Although Class Counsel believes strongly in Plaintiffs' claims, it would be misguided to
5 ignore the asserted defenses. If successful on any one of its defenses, Defendant could defend the action
6 or, at least, drastically undercut Plaintiffs' claims.

7 43. With respect to the most immediate challenge, i.e., class certification, the risks attendant
8 to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009)
9 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's denial of class
10 certification because employees' declarations attesting to having taken meal and rest breaks
11 demonstrated that individualized inquiries were required to show harm. *See also Campbell v. Best Buy*
12 *Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification
13 of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed*
14 *Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest
15 period claims based on the predominance of individual issues).

16 44. Further, even if a class is certified, liability remains uncertain. The risks attendant to the
17 issue of Defendant's liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*
18 *National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs
19 in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077,
20 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
21 individualized questions of fact not susceptible to class treatment.").

22 45. Finally, even if a class is certified and Defendant is found liable for the class claims
23 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiffs and
24 decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart*
25 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded
26 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
27 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*
28 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

1 46. Collectively, the examples cited above illustrate the uncertain nature of class litigation.
2 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
3 factor favoring settlement.

4 47. Although Plaintiffs are confident about the strength of their claims, Plaintiffs nevertheless
5 recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat or
6 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
7 drastically affect the value of Plaintiffs' claims and, in fact, already has.

8 48. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O'Conner v. Uber*
9 *Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59
10 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt
11 that if Defendant faced a large adverse judgement, Defendant undoubtedly has the resources to post a
12 bond and appeal. A post-judgment appeal by Defendant would have required many more years to
13 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
14 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
15 an uncertain result three or more years in the future.

16 49. Class Representatives and Class Counsel recognize the expense and length of a trial
17 against Defendant through possible appeals which could take another three years. In arriving at their
18 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
19 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
20 of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
21 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
22 increased, and recovery would have been delayed if not denied, thereby reducing the benefits of an
23 ultimate victory. Class Representatives and Class Counsel believe that the Settlement confers
24 substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class
25 Representatives and Class Counsel have determined that the Settlement set forth in the Agreement is in
26 the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

27
28 ///

1 **IV. THE PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ARE**
2 **REASONABLE**

3 50. Here, Plaintiffs and Defendant negotiated a good faith PAGA Payment in the amount of
4 \$10,000.00 which is 1.8% of the Gross Settlement Amount. As illustrated above, this amount falls well
5 within the range of approved PAGA settlements. Seventy-Five percent (75%) of the PAGA Payment
6 (\$7,500.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent
7 (25%) of the PAGA Payment (\$2,500.00) to be distributed to the Aggrieved Employees ("Aggrieved
8 Employee Payment"), which is within the range of PAGA Payment approved by courts and should be
9 approved.

10 51. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing
11 a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval
12 with the LWDA. By not registering an objection with either Class Counsel or the Court, the LWDA has
13 accepted and approved of the proposed PAGA Payment.

14
15 I declare under the penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct. Executed this 14th day of October 2025, at San Diego, California.

17
18 **JCL LAW FIRM, APC**

19 By: 
20 Jean-Claude Lapuyade, Esq.
21 Attorney for PLAINTIFFS
22
23
24
25
26
27
28

EXHIBIT 1

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KEVIN DION COCROFT and EFRAIM
ALVARADO, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

EQUIPMENTSHARE.COM INC., and DOES
1-50, Inclusive,

Defendants.

Case No. 37-2024-00021084-CU-OE-CTL

[Complaint Filed: May 6, 2024]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiffs Kevin Cocroft (“Plaintiff Cocroft”) and Efraim Alvarado
3 (“Plaintiff Alvarado”) (collectively, “Plaintiffs”), individuals, on behalf of themselves, and on behalf
4 of all persons similarly situated, and in their representative capacity on behalf of the State of
5 California, the Labor and Workforce Development Agency (“LWDA”) and the Aggrieved
6 Employees, and Defendant EquipmentShare.com Inc (“Defendant”):

7 **I. DEFINITIONS**

- 8 A. “Action” shall mean the putative class and representative action lawsuit designated
9 *Kevin Dion Cocroft v. EquipmentShare.com Inc*, San Diego County Superior Court,
10 Case No. 37-2024-00021084-CU-OE-CTL, filed May 6, 2024.
- 11 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
12 Class and PAGA Action Claims and Release of Claims.
- 13 C. “Aggrieved Employees” means all current and former non-exempt employees who
14 worked for Defendant in California at any time during the PAGA Period.
- 15 D. “Aggrieved Employee Payment” shall mean the twenty-five percent (25%) of the
16 PAGA Payment (\$2,500.00) that will be distributed to the Aggrieved Employees as
17 described in this Agreement.
- 18 E. “Class” or the “Class Members” means all persons who are or previously were
19 employed by Defendant in California and classified as non-exempt employees at any
20 time during the Class Period.
- 21 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
22 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 23 G. “Class Counsel Award” means the award of fees and expenses that the Court
24 authorizes to be paid to Class Counsel for the services they have rendered to
25 Plaintiffs, the Class Members and the Aggrieved Employees in the Action, consisting
26 of attorneys’ fees not to exceed one-third of the Gross Settlement Amount currently
27 estimated to be \$185,000.00 out of \$555,000.00 plus costs of up to \$15,000.00.
28

Attorneys' fees will be divided equally between Class Counsel percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

H. "Class Data" means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment; and any other information the Settlement Administrator deems necessary to accurately calculate the number of Workweeks and Pay Periods worked by each Class Member and Aggrieved Employee during the Class and PAGA Periods.

I. "Class Period" means the period beginning February 29, 2020, through December 16, 2024.

J. "Class Representatives" means Plaintiffs Kevin Cocroft and Efraim Alvarado.

K. "Court" means the Superior Court for the State of California, County of San Diego currently presiding over the Action.

L. "Defendant" means EquipmentShare.com Inc.

M. "Effective Date" means the first date upon which all of the following events have occurred:

1. this Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
2. the Court has preliminarily approved the Settlement;
3. notice has been properly given to Class Members, providing them an opportunity to opt out of the Class and Settlement as described in this Agreement;
4. the Court has held a Final Fairness and Approval Hearing and entered the Final Order and Judgment approving the Settlement; and,
5. the later of: (a) the date sixty (60) days after the entry of the Final Order and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that a motion for

1 reconsideration, an appeal or other effort to obtain review of the Final Order
2 and Judgment, the date sixty (60) days after such reconsideration, appeal or
3 review has been finally concluded. In this regard, it is the intention of the
4 Parties that the Effective Date of Settlement shall not be a date before the
5 Court's order approving the Settlement has become completely final, and
6 there is no timely recourse by any person who seeks to object to or otherwise
7 contest the Settlement.

8 N. "Funding Date" means the date by which Defendant has paid the entire Gross
9 Settlement Amount to the Settlement Administrator in accordance with the terms of
10 this Agreement. Defendant will pay the Gross Settlement Amount, including payment
11 for all claims, payment of Settlement Administration Costs, Class Counsel Award,
12 Service Award, and PAGA Payment to the Settlement Administrator within sixty (60)
13 days of notice of entry of the Court's order granting final approval.

14 O. "Gross Settlement Amount" means Five Hundred Fifty-Five Thousand Dollars and
15 Zero Cents (\$555,000.00) that Defendant must pay into the QSF in connection with
16 this Settlement, inclusive of the sum of Individual Settlement Payments, Settlement
17 Administration Costs, Class Counsel Award, Service Award, and the PAGA
18 Payment. The Gross Settlement Amount is all-in with no reversion and *exclusive* of
19 the employer's share of payroll tax, if any, triggered by any payment under this
20 Settlement.

21 P. "Individual Settlement Payments" means the amount payable from the Net Settlement
22 Amount to each Settlement Class Member and excludes any amounts distributed to
23 Aggrieved Employees pursuant to PAGA.

24 Q. "LWDA" means the Labor and Workforce Development Agency.

25 R. "LWDA Payment" means the seventy-five percent (75%) of the PAGA Payment
26 (\$7,500.00) payable to the LWDA.

- 1 S. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class
2 Counsel Award, Service Awards, PAGA Payment, and Settlement Administration
3 Costs.
- 4 T. “Notice Packet” means the Class Notice to be provided to the Class Members by the
5 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
6 than formatting changes to facilitate printing by the Settlement Administrator).
- 7 U. “Operative Complaint” means the First Amended Complaint submitted for filing by
8 Plaintiffs on or around December 6, 2024, in the San Diego Superior Court.
- 9 V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
10 Labor Code § 2698 *et seq.*
- 11 W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
12 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
13 Employees during the PAGA Period.
- 14 X. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
15 Employee Payment, as defined herein, means the number of pay periods of
16 employment during the PAGA Period that each Aggrieved Employee worked in
17 California.
- 18 Y. “PAGA Period” means the period beginning February 28, 2023, through December
19 16, 2024.
- 20 Z. “PAGA Payment” means Ten Thousand Dollars and Zero Cents (\$10,000.00) to be
21 allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted
22 in the Action.
- 23 AA. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean either
24 Plaintiffs or Defendant, individually.
- 25 BB. “Payment Ratio” means the respective Workweeks for each Class Member divided
26 by the total Workweeks for all Class Members.
- 27 CC. “Plaintiffs” means Kevin Cocroft and Efraim Alvarado.
- 28

- 1 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
2 by the Settlement Administrator to fund the Gross Settlement Amount.
- 3 EE. "Released Class Claims" means all class claims alleged, or reasonably could have
4 been alleged based on the facts alleged, in the operative complaint in the Action which
5 occurred during the Class Period, and expressly excluding all other claims, including
6 claims for vested benefits, wrongful termination, unemployment insurance, disability,
7 social security, workers' compensation, and class claims outside of the Class Period.
- 8 FF. "Released PAGA Claims" means all PAGA claims alleged in the Operative
9 Complaint in the Action and Plaintiffs' PAGA notice to the LWDA which occurred
10 during the PAGA Period, and expressly excluding all other claims, including claims
11 for vested benefits, wrongful termination, unemployment insurance, disability, social
12 security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 13 GG. "Released Parties" means Defendant and its officers, directors, members, managers,
14 agents, representatives, attorneys, insurers, partners, investors, shareholders,
15 administrators, predecessors, successors, assigns, and joint venturers.
- 16 HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
17 Administrator mails Notice Packets to Class Members and the last date on which
18 Class Members may submit requests for exclusion or objections to the Settlement.
19 Neither side shall encourage any Class Member to opt out.
- 20 II. "Service Awards" means an award in the amount of \$10,000 to each Plaintiff or in an
21 amount that the Court authorizes to be paid to the Class Representatives, in addition
22 to their Individual Settlement Payments and their individual Aggrieved Employee
23 Payments, in recognition of their efforts and risks in assisting with the prosecution of
24 the Action.
- 25 JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 26 KK. "Settlement Administration Costs" shall mean the amount paid to the Settlement
27 Administrator from the Gross Settlement Amount for administering the Settlement
28 pursuant to this Agreement currently estimated not to exceed \$7,990.00.

1 LL. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology
2 Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
3 Administrator establishes, designates, and maintains, as a QSF under Internal
4 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
5 the amount of the Gross Settlement Amount is deposited for the purpose of resolving
6 the claims of Settlement Class Members. The Settlement Administrator shall maintain
7 the funds until distribution in an account(s) segregated from the assets of Defendant
8 and any person related to Defendant. *All accrued interest shall be paid and*
9 *distributed to the Settlement Class Members as part of their respective Individual*
10 *Settlement Payment.*

11 MM. "Settlement Class Members" or "Settlement Class" means all Class Members who
12 have not submitted a timely and valid request for exclusion as provided in this
13 Agreement.

14 NN. "Workweeks," for purposes of calculating the distribution of the Net Settlement
15 Amount, means the number of weeks of employment during the Class Period that
16 each Class Member was employed by Defendant in California.

17 **II. RECITALS**

18 A. On February 29, 2024, Plaintiff Cocroft filed a Class Action complaint in the San
19 Diego Superior Court, Case No. 37-2024-00009472 ("Class Action"), alleging claims
20 for:

- 21 1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;
- 22 2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194,
23 1197 & 1197.1;
- 24 3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et*
25 *seq*;
- 26 4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§
27 226.7 & 512 and the Applicable IWC Wage Order;
- 28

1 5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§
2 226.7 & 512 and the Applicable IWC Wage Order;

3 6. Failure To Reimburse Employees For Required Expenses In Violation Of Cal.
4 Lab. Code § 2802;

5 7. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab.
6 Code § 226; and

7 8. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201,
8 202 And 203.

9 B. On February 29, 2024, Plaintiff Cocroft filed a Notice of Violations with the LWDA
10 and served the same on Defendant.

11 C. On April 4, 2024, Defendant removed the Class Action from the San Diego Superior
12 Court to the United States District Court, Southern District of California.

13 D. On May 6, 2024, Plaintiff Cocroft filed a Representative Action Complaint in the San
14 Diego Superior Court, Case No. 37-2024-00021084-CU-OE-CTL, for Violations of
15 the Private Attorneys General Act (Labor Code sections 2698 et. seq.) (the “Action”)

16 E. On June 10, 2024, Plaintiff Alvarado filed a Notice of Violations with the LWDA and
17 served the same on Defendant.

18 F. On October 30, 2024, the Parties attended an Early Neutral Evaluation in the removed
19 Class Action with the Honorable Judge Allison H. Goddard and reached a settlement
20 of both the Class Action and the PAGA Action, which was subsequently
21 memorialized in the form of a Memorandum of Understanding.

22 G. The Class Representatives believe they have claims based on alleged violations of the
23 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
24 that class certification is appropriate because the prerequisites for class certification
25 can be satisfied in the Action, and this action is manageable as a PAGA representative
26 action.

27 H. Defendant denies any liability or wrongdoing of any kind associated with the claims
28 alleged in the Action, disputes any wages, damages and penalties claimed by the Class

Representatives, alleged in the Operative Complaint, and/or alleged in the Class Representatives' PAGA notices to the LWDA are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

- I. The Class Representatives are represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant agrees to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.
- J. On December 6, 2024, pursuant to the terms of the Memorandum of Understanding, the Parties filed a Stipulation and Proposed Order for Leave to File First Amended Complaint in the Action that consolidates the class and PAGA claims in the same action for settlement approval purposes, and adds Plaintiff Alvarado as a new class representative and Plaintiff to the Action. Upon entry of the First Amended Complaint, the Parties will submit a Joint Motion requesting to dismiss, without prejudice, the Class Action currently pending in the Southern District of California.

1 K. This Agreement replaces and supersedes the Memorandum of Understanding and any
2 other agreements, understandings, or representations between the Parties. This
3 Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or will be construed as an admission by
5 Defendant that the claims in the Action of Plaintiffs or the Class Members have merit
6 or that Defendant bears any liability to Plaintiffs or the Class on those claims or any
7 other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action
8 have merit.

9 L. The Parties believe that the Settlement is fair, reasonable, and adequate. The
10 Settlement was arrived at through arm's-length negotiations, considering all relevant
11 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
12 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
13 settle, compromise and discharge all disputes and claims arising from or relating to
14 the Action fully, finally, and forever.

15 M. The Parties agree to certification of the Class for purposes of this Settlement only. If
16 for any reason the settlement does not become effective, Defendant reserves the right
17 to contest certification of any class for any reason and reserve all available defenses
18 to the claims in the Action. The Settlement, this Agreement, and the Parties'
19 willingness to settle the Action will have no bearing on and will not be admissible in
20 connection with any litigation.

21 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

22 **III. TERMS OF AGREEMENT**

23 A. Settlement Consideration and Settlement Payments by Defendant.

- 24 1. Settlement Consideration. In full and complete settlement of the Action, and
25 in exchange for the releases set forth below, Defendant will pay the sum of
26 the Individual Settlement Payments, the Service Awards, the Class Counsel
27 Award, PAGA Payment, and the Settlement Administration Costs, as
28 specified in this Agreement, equal to the Gross Settlement Amount of Five

1 Hundred Fifty-Five Thousand Dollars and Zero Cents (\$555,000.00). The
2 Parties agree that this is a non-reversionary Settlement and that no portion of
3 the Gross Settlement Amount shall revert to Defendant. Other than
4 Defendant's share of employer payroll taxes and as provided in Section III.A.2
5 below, Defendant shall not be required to pay more than the Gross Settlement
6 Amount.

7 2. Class Size. At the time of mediation, Defendant estimated that there are
8 approximately 347 Class Members who worked approximately 26,867
9 Workweeks during the Class Period. The Parties acknowledge and agree that
10 this data (and other information provided by Defendant for purposes of
11 mediation) was relied on to engage in an arms-length negotiation of Plaintiffs'
12 claims in the Action through the Class Period. If the actual number of
13 Workweeks worked during the Class Period for the Settlement Class Members
14 exceeds the above number by more than 10% (i.e. more than 29,554
15 workweeks), the settlement amount will be increased proportionally by the
16 workweeks worked between February 29, 2020, through December 16, 2024
17 in excess of 29,554 workweeks multiplied by the per workweek value.
18 Defendant will provide a declaration under penalty of perjury confirming the
19 number of applicable Class Members and workweeks they worked during the
20 applicable Class Period one week prior to Plaintiffs' deadline to file their
21 motion for preliminary approval of the settlement.

22 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
23 into the QSF, through the Settlement Administrator on or before the Funding
24 Date. Any interest accrued will be added to the NSA and distributed to the
25 Settlement Class Members except that if final approval is reversed on appeal,
26 then Defendant is entitled to prompt return of the principal and all interest
27 accrued.
28

- 1 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
2 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
3 together with the Gross Settlement Amount on the Funding Date.
- 4 B. Release by Settlement Class Members. Upon entry of final judgment and funding of
5 the Gross Settlement Amount, in exchange for the consideration set forth in this
6 Agreement, Plaintiffs and the Settlement Class Members release the Released Parties
7 from the Released Class Claims for the Class Period.
- 8 C. Release by Plaintiffs and the State of California. Upon entry of final judgment and
9 funding of the Gross Settlement Amount, in exchange for the consideration set forth
10 in this Agreement, Plaintiffs and the State of California release the Released Parties
11 from the Released PAGA Claims for the PAGA Period.
- 12 D. Conditions Precedent: This Settlement will become final and effective only upon the
13 occurrence of all of the following events:
- 14 1. The Court enters an order granting preliminary approval of the Settlement;
15 2. The Court enters an order granting final approval of the Settlement and a Final
16 Judgment;
17 3. If an objector appears at the final approval hearing, the time for appeal of the
18 Final Judgment and Order Granting Final Approval of Class Action
19 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
20 any appeal from the Judgment and Order Granting Final Approval of Class
21 Action Settlement; and
22 4. Defendant fully funds the Gross Settlement Amount.
- 23 E. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
24 approve this Settlement Agreement, if the Settlement fails to become effective, or is
25 reversed, withdrawn, or modified by the Court, or if the Court in any way prevents or
26 prohibits Defendant from obtaining a complete resolution of the Released Class
27 Claims and Released PAGA Claims, or if Defendant fails to fully fund the Gross
28 Settlement Amount:

- 1 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
2 and shall not be admissible in any judicial, administrative, or arbitral
3 proceeding for any purpose or with respect to any issue, substantive or
4 procedural;
- 5 2. The conditional class certification (obtained for any purpose) shall be void *ab*
6 *initio* and of no force or effect, and shall not be admissible in any judicial,
7 administrative, or arbitral proceeding for any purpose or with respect to any
8 issue, substantive or procedural; and
- 9 3. None of the Parties to this Settlement will be deemed to have waived any
10 claims, objections, defenses, or arguments in the Action, including with
11 respect to the issue of class certification.

12 F. In the event that Defendant fails to fund the Gross Settlement Amount, Defendant shall
13 bear the sole responsibility for any cost to issue or reissue any curative notice to the
14 Settlement Class Members and all Settlement Administration Costs incurred to the
15 date of nullification.

16 G. Certification of the Class. The Parties stipulate to conditional class certification of the
17 Class for the Class Period for purposes of settlement only. In the event that this
18 Settlement is not approved by the Court, fails to become effective, or is reversed,
19 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
20 from obtaining a complete resolution of the Released Class Claims and Released
21 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
22 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,
23 administrative or arbitral proceeding for any purpose or with respect to any issue,
24 substantive or procedural.

25 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
26 effect of the payments called for, and Class Members and/or Aggrieved Employees are
27 not relying on any statement or representation by the Parties in this regard. Class
28 Members and/or Aggrieved Employees understand and agree that they will be

1 responsible for the payment of any taxes and penalties assessed on the Individual
2 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
3 Employee Payment described and will be solely responsible for any penalties or other
4 obligations resulting from their personal tax reporting of Individual Settlement
5 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
6 Payment.

7 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
8 the "acknowledging party" and each Party to this Agreement other than the
9 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
10 of this Agreement, and no written communication or disclosure between or among the
11 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
12 such communication or disclosure constitute or be construed or be relied upon as, tax
13 advice within the meaning of United States Treasury Department circular 230 (31 CFR
14 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
15 her or its own, independent legal and tax counsel for advice (including tax advice) in
16 connection with this Agreement, (b) has not entered into this Agreement based upon
17 the recommendation of any other Party or any attorney or advisor to any other Party,
18 and (c) is not entitled to rely upon any communication or disclosure by any attorney
19 or adviser to any other party to avoid any tax penalty that may be imposed on the
20 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
21 any limitation that protects the confidentiality of any such attorney's or adviser's tax
22 strategies (regardless of whether such limitation is legally binding) upon disclosure by
23 the acknowledging party of the tax treatment or tax structure of any transaction,
24 including any transaction contemplated by this Agreement.

25 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
26 preliminary approval within a reasonable time of execution of this Agreement, or
27 within the statutory timeframe as determined by the Court's setting of the preliminary
28 approval hearing. Plaintiffs will provide Defendant with a draft of the Motion at least

3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representatives, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of opt outs from the Settlement it receives (including the numbers of valid and deficient), and number of objections received.

L. Notice Procedure.

1. Class Data. No later than ten (10) days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**, including Spanish translation. The Notice of Class Action Settlement

1 shall inform Class Members and Aggrieved Employees that they need
2 not do anything in order to receive an Individual Settlement Payment
3 and/or Aggrieved Employees' individual shares of the Aggrieved
4 Employee Payment and to keep the Settlement Administrator apprised
5 of their current mailing address, to which the Individual Settlement
6 Payments and/or Aggrieved Employees' individual shares of the
7 Aggrieved Employee Payment will be mailed following the Funding
8 Date. The Notice of Class Action Settlement shall set forth the release
9 to be given by all members of the Class who do not request to be
10 excluded from the Settlement Class and/or Aggrieved Employees in
11 exchange for an Individual Settlement Payment and/or Aggrieved
12 Employees' individual shares of the Aggrieved Employee Payment,
13 the number of Workweeks worked by each Class Member during the
14 Class Period, and number of PAGA Periods worked by each
15 Aggrieved Employee during the PAGA Period, if any, and the
16 estimated amount of their Individual Settlement Payment if they do
17 not request to be excluded from the Settlement and each Aggrieved
18 Employees' share of the Aggrieved Employee Payment, if any. The
19 Settlement Administrator shall use the Class Data to determine Class
20 Members' Workweeks and PAGA Pay Periods. The Notice will also
21 advise the Aggrieved Employees that they will receive their share of
22 the Aggrieved Employee Payment regardless of whether they request
23 to be excluded from the Settlement.

- 24 b) The Notice Packet's mailing envelope shall include the following
25 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
26 ENTITLED TO PARTICIPATE IN A CLASS ACTION
27 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
28

ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
NOTICE.”

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.
4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Class Member who is currently employed by Defendant, is returned to the Settlement Administrator, as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

- 1 5. Disputes Regarding Individual Settlement Payments. Class Members will
2 have the opportunity, should they disagree with Defendant's records regarding
3 the start and end dates of employment, to provide documentation and/or an
4 explanation to show contrary dates. If there is a dispute, the Settlement
5 Administrator will consult with the Parties to determine whether an
6 adjustment is warranted. The Settlement Administrator shall determine the
7 eligibility for, and the amounts of, any Individual Settlement Payments under
8 the terms of this Agreement. The Settlement Administrator's determination of
9 the eligibility for and amount of any Individual Settlement Payment shall be
10 binding upon the Class Member and the Parties.
- 11 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
12 by the Settlement Administrator concerning the administration of the
13 Settlement will be resolved by the Court under the laws of the State of
14 California. Before any such involvement of the Court, counsel for the Parties
15 will confer in good faith to resolve the disputes without the necessity of
16 involving the Court.
- 17 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
18 Packet shall state that Class Members who wish to exclude themselves from
19 the Settlement must submit a written request for exclusion to the Settlement
20 Administrator by the Response Deadline. The written request for exclusion
21 must state that the Class Member wishes to exclude himself or herself from
22 the Settlement and (1) must contain the name, address, and the last four digits
23 of the Social Security number of the person requesting exclusion; (2) must be
24 signed by the Class Member; (3) must be postmarked or fax stamped by the
25 Response Deadline and returned to the Settlement Administrator at the
26 specified address or fax telephone number; and (4) contain a typewritten or
27 handwritten notice stating in substance that he or she wishes to be excluded
28 from the settlement of the class action lawsuit entitled *Kevin Cocroft v.*

1 *EquipmentShare.com Inc*, currently pending in Superior Court of San Diego,
2 Case No. 34-2024-00021084-CU-OE-CTL. The request for exclusion will not
3 be valid if it is not timely submitted, if it is not signed by the Class Member,
4 or if it does not contain the name and address and last four digits of the Social
5 Security number of the Class Member. The date of the postmark on the
6 mailing envelope or fax stamp on the request for exclusion shall be the
7 exclusive means used to determine whether the request for exclusion was
8 timely submitted. Any Class Member who submits a timely request for
9 exclusion shall be excluded from the Settlement Class, will not be entitled to
10 an Individual Settlement Payment, and will not be otherwise bound by the
11 terms of the Settlement or have any right to object, appeal or comment
12 thereon. However, any Class Member that submits a timely request for
13 exclusion that is also a member of the Aggrieved Employees will still receive
14 his/her pro rata share of the PAGA Payment, as specified below. Settlement
15 Class Members who fail to submit a valid and timely request for exclusion on
16 or before the Response Deadline shall be bound by all terms of the Settlement
17 and any final judgment entered in this Action if the Settlement is approved by
18 the Court. No later than seven (7) calendar days after the Response Deadline,
19 the Settlement Administrator shall provide counsel for the Parties with a final
20 list of the Class Members who have timely submitted requests for exclusion.
21 At no time shall any of the Parties or their counsel seek to solicit or otherwise
22 encourage members of the Class to submit requests for exclusion from the
23 Settlement.

- 24 8. Objections. The Notice of Class Action Settlement contained in the Notice
25 Packet shall state that Class Members who wish to object to the Settlement
26 may submit to the Settlement Administrator a written statement of objection
27 (“Notice of Objection”) by the Response Deadline. The postmark date of
28 mailing shall be deemed the exclusive means for determining that a Notice of

1 Objection was served timely. The Notice of Objection, if in writing, must be
2 signed by the Settlement Class Member and state: (1) the case name and
3 number; (2) the name of the Settlement Class Member; (3) the address of the
4 Settlement Class Member; (4) the last four digits of the Settlement Class
5 Member's Social Security number; (5) the basis for the objection; and (6) if
6 the Settlement Class Member intends to appear at the Final
7 Approval/Settlement Fairness Hearing. Settlement Class Members who fail
8 to make objections in writing in the manner specified above may still make
9 their objections orally at the Final Approval/Settlement Fairness Hearing with
10 the Court's permission. Settlement Class Members will have a right to appear
11 at the Final Approval/Settlement Fairness Hearing to have their objections
12 heard by the Court regardless of whether they submitted a written objection.
13 At no time shall any of the Parties or their counsel seek to solicit or otherwise
14 encourage Class Members to file or serve written objections to the Settlement
15 or appeal from the Order and Final Judgment. Class Members who submit a
16 written request for exclusion may not object to the Settlement. Class Members
17 may not object to the PAGA Payment.

18 M. Allocation of the Gross Settlement Amount.

- 19 1. Calculation of Individual Settlement Payments. Individual Settlement
20 Payments shall be paid from the Net Settlement Amount and shall be paid
21 pursuant to the formula set forth herein. Using the Class Data, the Settlement
22 Administrator shall add up the total number of Workweeks for all Class
23 Members. The respective Workweeks for each Class Member will be divided
24 by the total Workweeks for all Class Members, resulting in the Payment Ratio
25 for each Class Member. Each Class Member's Payment Ratio will then be
26 multiplied by the Net Settlement Amount to calculate each Class Member's
27 estimated Individual Settlement Payments. Each Individual Settlement
28 Payment will be reduced by any legally mandated employee tax withholdings

(e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee’s estimated share of the Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages (“Wage Portion”) and 40% penalties (“Penalties Portion”), and 40% pre-judgment interest (“Interest Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be

utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiffs, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fifteen (15) days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employees does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that

1 Settlement Class Member and/or Aggrieved Employees to request reissuance
2 in the event the check was destroyed, lost, or misplaced. In the event an
3 Individual Settlement Payment and/or Aggrieved Employees' individual
4 share of the PAGA Payment check has not been cashed within one hundred
5 and eighty (180) days, all funds represented by such uncashed checks, plus
6 any interest accrued thereon, shall be transmitted to the Community Law
7 Project in accordance with California Code of Civil Procedure Section 384.

8 9. Service Awards. In addition to the Individual Settlement Payments as
9 Settlement Class Members and their individual shares of the Aggrieved
10 Employee Payment, Plaintiffs will apply to the Court for an award of not more
11 than \$10,000.00 each as their Service Awards. Defendant will not oppose a
12 Service Award of not more than \$10,000 for each Plaintiff. The Settlement
13 Administrator shall pay the Service Awards, either in the amount stated herein
14 if approved by the Court or some other amount as approved by the Court, to
15 Plaintiffs from the Gross Settlement Amount no later than fifteen (15)
16 calendar days after the Funding Date. Any portion of the requested Service
17 Awards that are not awarded to the Class Representatives shall be part of the
18 Net Settlement Amount and shall be distributed to Settlement Class Members
19 as provided in this Agreement. The Settlement Administrator shall issue an
20 IRS Form 1099 — MISC to Plaintiffs for their Service Awards. Plaintiffs
21 shall be solely and legally responsible to pay any and all applicable taxes on
22 their Service Awards and shall hold harmless the Released Parties from any
23 claim or liability for taxes, penalties, or interest arising as a result of the
24 Service Awards. Approval of this Settlement shall not be conditioned on
25 Court approval of the requested amount of the Service Awards. If the Court
26 reduces or does not approve the requested Service Awards, Plaintiffs shall not
27 have the right to revoke the Settlement, and it will remain binding.
28

10. Class Counsel Award. Defendant understands, and will not oppose, a motion for Attorneys' Fees seeking fees not to exceed one-third of the Gross Settlement Amount currently estimated to be One Hundred Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00) **and** Attorneys' Expenses supported by declaration not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Any awarded Class Counsel Award shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Attorneys' Fees, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$7,500) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Effective Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment (\$2,500) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee

Payment”). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$7,990.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Effective Date.

N. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Awards, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiffs will provide Defendant with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiffs’ motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Settlement Payments, the amount of the average, lowest, and highest Aggrieved Employee Payments, the

Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and Final Approval, including the Order Granting Final Approval of Class Action Settlement, and Judgment at least three (3) business days in advance of filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment.

O. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

Q. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

R. Plaintiff Alvarado's Individual Claims. In addition to this Agreement and the claims he is releasing hereby, Plaintiff Alvarado is entering into a separate individual settlement agreement, which shall provide for a separate individual payment, and which shall provide for an additional broad release, including a waiver of Civil Code Section 1542. That release, waiver and discharge of all claims shall include, but will not be limited to, any and all claims arising out of the Action, as well as additional claims described in the individual settlement agreement, which are separate and different from the claims alleged in the Action. The Parties acknowledge such approval

1 of this Agreement may require disclosure of the Individual Settlement, and consent to
2 same for that limited purpose.

3 S. Entire Agreement. Except with respect to Plaintiff Alvarado's individual settlement
4 agreement, described in paragraph "R" immediately above, this Agreement and any
5 attached Exhibit constitute the entire Agreement among these Parties, and no oral or
6 written representations, warranties or inducements have been made to any Party
7 concerning this Agreement or its Exhibit other than the representations, warranties and
8 covenants contained and memorialized in this Agreement and its Exhibit.

9 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
10 represent they are expressly authorized by the Parties whom they represent to negotiate
11 this Agreement and to take all appropriate Action required or permitted to be taken by
12 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
13 documents required to effectuate the terms of this Agreement. The persons signing
14 this Agreement on behalf of Defendant represents and warrants that he/she is
15 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and
16 warrant that they are authorized to sign this Agreement and that they have not assigned
17 any claim, or part of a claim, covered by this Settlement to a third-party.

18 U. No Public Comment: The Parties and their counsel agree that they will not issue any
19 press releases, initiate any contact with the press, respond to any press inquiry, or have
20 any communication with the press about the fact, amount, or terms of the Settlement
21 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
22 of its terms for any marketing or promotional purposes. Nothing herein will restrict
23 Class Counsel from including publicly available information regarding this settlement
24 in future judicial submissions regarding Class Counsel's qualifications and experience.
25 Further, Class Counsel will not include, reference, or use the Settlement Agreement
26 for any marketing or promotional purposes, either before or after the Motion for
27 Preliminary Approval is filed.

- 1 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
2 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 3 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
4 shall be governed by and interpreted according to the laws of the State of California.
- 5 X. Counterparts. This Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them shall be deemed to be one and the same
7 instrument provided that counsel for the Parties to this Agreement shall exchange
8 among themselves copies or originals of the signed counterparts.
- 9 Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
10 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
11 Settlement after extensive arms-length negotiations, taking into account all relevant
12 factors, present and potential.
- 13 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
14 respect to the interpretation, implementation, and enforcement of the terms of this
15 Agreement and all orders and judgments entered in connection therewith, and the
16 Parties and their counsel submit to the jurisdiction of the Court for purposes of
17 interpreting, implementing and enforcing the settlement and all orders and judgments
18 entered in connection with this Agreement.
- 19 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
20 the Court shall first attempt to construe the provisions valid to the fullest extent
21 possible consistent with applicable precedents so as to define all provisions of this
22 Agreement valid and enforceable.
- 23 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
24 certification for purposes of this settlement only.
- 25 CC. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
26 Released Class Claims and Released PAGA Claims have merit and give rise to liability
27 on the part of Defendant. Defendant claims that the Released Class Claims and
28 Released PAGA Claims have no merit and do not give rise to liability. This Agreement

1 is a compromise of disputed claims. Nothing contained in this Agreement and no
2 documents referred to and no action taken to carry out this Agreement may be
3 construed or used as an admission by or against the Defendant or Plaintiffs or Class
4 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be
5 specifically set forth herein, each Party shall be responsible for and shall bear its/his
6 own attorney's fees and costs.

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

2 DATED: 03/03/25


Kevin Dion Cocroft (Mar 3, 2025 15:44 PST)

3 KEVIN COCROFT

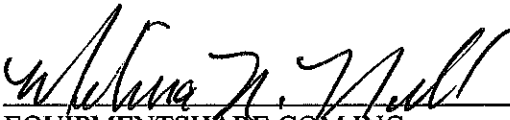
4 DATED: 03/03/2025


Efraim Alvarado (Mar 3, 2025 15:13 PST)

5 EFRAIM ALVARADO

6
7
8 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

9 DATED: 3/10/2025


EQUIPMENTSHARE.COM INC

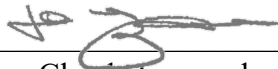
11 Melissa R. Null
12 Printed Name

13 Assoc. General Counsel
14 Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: 03/04/2025

JCL LAW FIRM, APC

4 
5 Jean-Claude Lapuyade, Esq.
6 Attorneys for Plaintiffs and the Settlement Class
7 Members
8

9 DATED: 03/04/2025

ZAKAY LAW GROUP, APLC

10 By: 
11 Shani O. Zakay, Esq.
12 Attorneys for Plaintiffs and the Settlement Class
13 Members

14 DATED: 03/10/2025

BAKER & MCKENZIE LLP

15 By: 
16 Michael Brewer, Esq.
17 Janice W. Lin, Esq.
18 Attorneys for Defendant
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EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Kevin Cocroft v. EquipmentShare.com Inc, San Diego County Superior Court Case No. 37-2024-00021084-CU-OE-CTL)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiffs Kevin Cocroft (“Plaintiff Cocroft”) and Efraim Alvarado (“Plaintiff Alvarado”) (collectively, “Plaintiffs”) and Defendant EquipmentShare.com Inc (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All persons who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the period from February 29, 2020, through December 16, 2024 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On February 29, 2024, Plaintiff Cocroft filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiffs asserted claims that Defendant: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510,

et seq; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; (7) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; and (8) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203. On February 29, 2024, Plaintiff Cocroft filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant. On April 4, 2024, Defendant removed the Class Action from the San Diego Superior Court to the United States District Court, Southern District of California. On May 6, 2024, Plaintiff Cocroft filed a representative action in San Diego Superior Court, Case No. 37-2022-00021084-CU-OE-CTL, for a single cause of action for violations of PAGA (the “Action”). On June 10, 2024, Plaintiff Alvarado filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendant.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representatives are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On October 30, 2024, the Parties attended an Early Neutral Evaluation in the removed Class Action with the Honorable Judge Allison H. Goddard and reached a settlement of both the Class Action and the PAGA Action. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Five Hundred Fifty-Five Thousand Dollars and Zero Cents (\$555,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Awards, and the PAGA Payment.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$7,990.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$185,000.00) and actually incurred litigation expenses of not more than \$15,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Awards. A Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$10,000.00 relating to Plaintiffs' claims under the Private Attorneys General Act ("PAGA"), \$7,500.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Awards, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all current and former non-exempt employees who worked for Defendant in California at any time during the period beginning February 28, 2023, through December 16, 2024 ("PAGA Period").

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion"). Forty percent (40%) of each Individual Settlement Payment is allocated to pre-judgment interest ("Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. Upon entry of final judgment and funding of the Gross Settlement Amount, Defendant shall be entitled to a release from Plaintiffs and the State of California for all Released PAGA Claims. Released PAGA Claims means all PAGA claims alleged in the operative complaint in the Action and Plaintiffs' PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period February 29, 2020, through December 16, 2024).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (February 28, 2023, through December 16, 2024).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Kevin Cocroft v. EquipmentShare.com Inc*, currently pending in Superior Court of San Diego, Case No. 37-2024-000021084-CU-OE-CTL. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Kevin Cocroft v. EquipmentShare.com Inc*, currently pending in Superior Court of San Diego, Case No. 37-2024-00021084-CU-OE-CTL. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Email: shani@zakaylaw.com

Counsel for Defendant:

Michael E. Brewer, Esq.
Baker & McKenzie LLP
Two Embarcadero Center, 11th Floor
San Francisco, CA 94111-3802
T: (415) 576-3000
michael.brewer@bakermckenzie.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** , at the San Diego County Superior Court, Department C-74, located at 330 West Broadway, San Diego, CA 92101 before Judge Loren Freestone. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to **Kevin Cocroft v. EquipmentShare.com Inc, currently pending in Superior Court of San Diego, Case No. 37-2024-00021084-CU-OE-CTL**, Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618, c/o

_____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project in accordance with California Code of Civil Procedure Section 384. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Jaclyn M. Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

RECEIVED
May 14, 2025

F I L E D
Clerk of the Superior Court

JUN 6 2025

By: J. Virissimo, Deputy

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
Perssia P. Razma (State Bar #351398)
prazma@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

KEVIN DION COCROFT and EFRAIM
ALVARADO, individuals, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

EQUIPMENTSHARE.COM INC., and DOES
1-50, Inclusive,

Defendants.

Case No: 37-2024-00021084-CU-OE-CTL

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date: June 6, 2025

Time: 10:30 a.m.

Judge: Hon. Loren Freestone

Dept.: C-64

1 This matter having come before the Honorable Judge Loren Freestone of the Superior Court of
2 the State of California, in and for the County of San Diego, at 10:30 a.m. on June 6, 2025, with the
3 attorneys from the JCL Law Firm, APC and Zakay Law Group, APLC, as counsel for Plaintiffs Kevin
4 Dion Cocroft and Efraim Alvarado ("Plaintiffs"), and counsel from Baker & McKenzie LLP appearing
5 for Defendant EquipmentShare.com Inc., (hereinafter "Defendant"). The Court, having carefully
6 considered the briefs, argument of counsel and all the matters presented to the Court, and good cause
7 appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA
8 Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
11 Action Claims and Release of Claims ("Agreement" or "Settlement Agreement"), a true and correct
12 copy of which is attached to the Declaration of Jean-Claude Lapuyade, Esq. as **Exhibit 1**. This is based
13 on the Court's determination that the Settlement Agreement is within the range of possible final
14 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
15 California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendant shall pay is Five Hundred Fifty-Five Thousand Dollars and Zero Cents (\$555,000.00). It
20 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
21 reasonable as to all Class Members when balanced against the probable outcome of further litigation
22 relating to certification, liability, and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid substantial additional
25 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
27 intensive, serious, and non-collusive arms-length negotiations.

28 ///

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. Plaintiff seeks a Class Counsel Award in the amount not of not more than Two Hundred
8 Thousand Dollars and Zero Cents (\$200,000.00), comprised of one-third of the Gross Settlement
9 Amount for attorney's fees, currently estimated to be One Hundred Eighty-Five Thousand Dollars and
10 Zero Cents (\$185,000.00) *and* litigation expenses not to exceed Fifteen Thousand Dollars and Zero
11 Cents (\$15,000.00), and proposed Service Award of not more than Ten Thousand Dollars and Zero
12 Cents (\$10,000.00) to each of the two Plaintiffs. While these awards appear to be within the range of
13 reasonableness, the Court will not approve the Class Counsel fees payment, Class Counsel expenses
14 payment, or Service Award until the Final Approval Hearing.

15 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of
16 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
17 proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

19 All persons who are or previously were employed by Defendant
20 EquipmentShare.com Inc. and classified as non-exempt employees at any
21 time during the period beginning on February 29, 2020 through December
22 16, 2024 ("Class Period").

23 7. "Aggrieved Employees" means all current and former non-exempt employees who
24 worked for Defendant in California at any time during the PAGA Period.

25 8. "PAGA Period" means the period beginning on February 28, 2023, through December 16,
26 2024.

27 9. The Court concludes that, for settlement purposes only, the Class meets the requirements
28 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is

ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representatives in their individual capacity and as the representative of the Class Members.

10. The Court provisionally appoints Plaintiffs Kevin Dion Cocroft and Efraim Alvarado as the Representatives of the Class.

11. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, and Shani O. Zakay, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

12. The Court hereby approves, as to form and content, the proposed Notice of Pendency of Class and Representative Action Settlement and Final Hearing Date (“Notice Packet” or “Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds that the Notice Packet appears to fully and accurately inform the Class Members and Aggrieved Employees of all material elements of the proposed Settlement, including the right of any Class Member to be excluded from the Class by submitting a written request for exclusion, and of each Class Member’s right and opportunity to object to the Settlement. The Court further finds that the distribution of the Notice Packets substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Notice Packets by first class mail, pursuant to the terms set forth in the Agreement.

13. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data, including information regarding Class Members that Defendant will in good faith compile from its records, including each Class Member’s full name, last-known mailing address, Social Security number, and start and end dates of employment as an hourly-paid or non-

1 exempt employee. No later than twenty-one (21) calendar days after preliminary approval, the
2 Settlement Administrator shall mail copies of the Notice Packet to all Class Members via first class
3 U.S. Mail.

4 14. The Court hereby preliminarily approves the proposed procedure for exclusion from the
5 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
6 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from
7 the Settlement as set forth in the Notice Packet. All requests for exclusion must be postmarked or
8 received by the Response Deadline which is forty-five (45) calendar days after the Settlement
9 Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice Packet,
10 not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to
11 opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
12 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
13 comment thereon. Class Members who have not requested exclusion shall be bound by all
14 determinations of the Court, the Agreement, and Judgment.

15 15. Any Class Member who has not opted out may appear at the final approval hearing and
16 may object or express the Class Member's views regarding the Settlement and may present evidence
17 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
18 by the Court as provided in the Notice Packet. Class Members will have forty-five (45) calendar days
19 from the date the Settlement Administrator mails the Notice Packet to postmark their written objections
20 to the Settlement Administrator.

21 16. A final approval hearing shall be held before this Court on 11/7/2024 at 10:30 AM in
22 Department C-64 of the San Diego County Superior Court to determine all necessary matters
23 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
24 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
25 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
26 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
27 to the Class; and to finally approve the Class Counsel Award, Service Payment, and the Settlement
28 Administration Costs. All papers in support of the motion for final approval and the motion for Class

1 Counsel Award, and Service Payment shall be filed with the Court and served on all counsel no later
2 than 16 court days prior to the Final Approval Hearing.

3 17. In the event the Settlement does not become effective in accordance with the terms of the
4 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
5 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
6 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
7 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
8 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
9 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
10 is not approved.

11 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
12 and all dates provided for in the Agreement without further notice to Class Members and retains
13 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
14

15
16 Dated: 6/6/2025


JUDGE OF THE SUPERIOR COURT

LOREN G. FREESTONE

EXHIBIT 3



Thank you for your Proposed Settlement Submission

From DIR PAGA Unit <no-reply@formassembly.com>

Date Wed 5/14/2025 1:41 PM

To Allysa Castillo <acastillo@jcl-lawfirm.com>

05/14/2025 01:39:51 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Atorneys_General_Act.htm&data=05%7C02%7Cacastillo%40jcl-lawfirm.com%7Cd6bbb04f53884856997408dd9327a7aa%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638828520704793146%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWVpbCIsIlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=VLmqa2WkkXwUrBIh%2BFc2949XiZSj07rz5Q36GJardmE%3D&reserved=0

EXHIBIT 4

EXHIBIT 5

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 – 2018
- Super Lawyers 2025 - 2026
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Perssia Razma, Esq.
California Bar Number 351398
Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);