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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

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: November 7, 2025
Time: 10:30 a.m.

Judge: Hon. Loren Freestone
Dept.: C-64

1 Plaintiffs’ motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims (“Agreement”) and Motion for Class Counsel Award
3 and Service Awards duly came on for hearing on November 7, 2025, before the above-entitled
4 Court. Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on behalf of Plaintiffs
5 Kevin Dion Cocroft (“Plaintiff Cocroft”) and Efraim Alvarado (“Plaintiff Alvarado”) (collectively,
6 “Plaintiffs”). Baker & McKenzie LLP appeared on behalf of Defendant Equipmentsshare.com Inc.
7 (hereinafter “Defendant”).

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of San Diego (“Court”), Case No. 34-2024-
16 00021084-CU-OE-CTL, entitled *Kevin Dion Cocroft, et al. v. Equipmentsshare.com Inc.*, and over
17 all Parties to this litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On June 6, 2025, the Court granted preliminary approval of a class-wide
20 settlement. At this same time the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Class Notice was
25 mailed by first class mail to the Class Members at their last known addresses on July 3, 2025.
26 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
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1 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was August 18, 2025.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. Two Class Members requested
6 exclusion. The names of the Class Members who requested exclusion are Gerald Jones and Katy
7 Langdon.

8 **Fairness Of The Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$555,000.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The settlement was reached through arms-length bargaining between
13 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
14 settlement.

15 b. The Parties' investigation and discovery have been sufficient to allow
16 the Court and counsel to act intelligently.

17 c. Counsel for all parties are experienced in similar employment class
18 action litigation and have previously settled similar class claims on behalf of employees claiming
19 compensation. All counsel recommended approval of the Settlement.

20 d. No objections were received. Two requests for exclusion were
21 received. The names of the Class Members who requested exclusion are Gerald Jones and Katy
22 Langdon.

23 e. The participation rate is high. 99.51% of Class Members will be
24 participating in the Settlement and will be sent settlement payments.

25 7. The consideration to be given to the Class Members under the terms of the
26 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
27 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
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1 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
2 litigation and the delays which would ensue from continued prosecution of the Action.

3 8. The Agreement is finally approved as fair, adequate, and reasonable and in
4 the best interests of the Class Members.

5 **PAGA Payment**

6 9. The Agreement provides for a PAGA Payment in the amount of \$10,000.00.
7 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and
8 the allocation of \$7,500.00 to the Labor and Workforce Development Agency (“LWDA Payment”)
9 and \$2,500.00 to Aggrieved Employees (“Aggrieved Employee Payment”) is fair and reasonable
10 and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th
11 56.

12 **Class Counsel Award**

13 10. The Agreement provides for a payment for Class Counsel Award in the
14 amount of up to Two Hundred Thousand Dollars and Zero Cents (\$200,000.00). Subject to Court
15 approval, the Class Counsel Award consists of attorneys’ fees equal to one-third of the Gross
16 Settlement Amount, or One Hundred Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00)
17 and reimbursement of litigation expenses in the amount of up to Fifteen Thousand Dollars and Zero
18 Cents (\$15,000.00).

19 11. One Hundred Ninety-Five Thousand Nine Hundred Twenty Dollars and
20 Forty-Four Cents (\$195,920.44) for the Class Counsel Award comprised of attorneys’ fees equal to
21 one-third of the Gross Settlement Amount, or One Hundred Eighty-Five Thousand Dollars and Zero
22 Cents (\$185,000.00) and reimbursement of litigation expenses in the amount of Ten Thousand Nine
23 Hundred Twenty Dollars and Forty-Four Cents (\$10,920.44) is reasonable in light of the contingent
24 nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results achieved by Class
25 Counsel. The requested attorneys’ fee award represents one-third of the common fund, which is
26 reasonable, and is supported by Class Counsel’s lodestar.

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1 **Service Awards**

2 12. The Agreement provides for a Service Award of up to Ten Thousand Dollars
3 and Zero Cents (\$10,000.00) to each Plaintiff, subject to the Court’s approval. The Court finds that
4 the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff is reasonable in
5 light of the risks and burdens undertaken by the Plaintiffs in this class action litigation.

6 **Settlement Administration Costs**

7 13. The Agreement provides for Settlement Administration Costs to be paid in
8 an amount not to exceed \$7,990.00. The Declaration of the Administrator provides that the actual
9 Settlement Administration Costs were \$7,990.00. The amount of this payment is reasonable in light
10 of the work performed by the Administrator.

11 **II.**

12 **ORDERS**

13 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

14 1. The Class is certified for the purposes of settlement only. The Class is hereby
15 defined to include:

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

19 2. There are 416 members of the Class. Every person in the Class who did not
20 opt out is a Settlement Class Member. After providing Notice to the Class, there are two opt-outs
21 to the Settlement. The names of the Class Members who requested exclusion are Gerald Jones and
22 Katy Langdon.

23 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
24 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
25 this Order and the terms of the Agreement.

26 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
27 exchange the Settlement Class Members shall release the “Released Parties” from the “Released
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1 Class Claims” and Plaintiffs and the state of California shall release the “Released Parties” from the
2 “Released PAGA Claims.”

3 a. The “Released Parties” means Defendant and its officers, directors,
4 members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders,
5 administrators, predecessors, successors, assigns, and joint venturers.

6 b. The “Released Class Claims” are defined as all class claims alleged,
7 or reasonably could have been alleged based on the facts alleged, in the operative complaint in the
8 Action which occurred during the Class Period, and expressly excluding all other claims, including
9 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
10 security, workers’ compensation, and class claims outside of the Class Period.

11 c. The “Released PAGA Claims” are defined as all PAGA claims
12 alleged in the Operative Complaint in the Action and Plaintiffs’ PAGA notices to the LWDA which
13 occurred during the PAGA Period, and expressly excluding all other claims, including claims for
14 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’
15 compensation, and PAGA claims outside of the PAGA Period.

16 5. Class Counsel are awarded the Class Counsel Award in the amount of One
17 Hundred Ninety-Five Thousand Nine Hundred Twenty Dollars and Forty-Four Cents (\$195,920.44)
18 comprised of attorneys’ fees in the amount of One Hundred Eighty-Five Dollars and Zero Cents
19 (\$185,000.00) and reimbursement of costs and expenses in the amount of Ten Thousand Nine
20 Hundred Twenty Dollars and Forty-Four Cents (\$10,920.44). Class Counsel shall not seek or obtain
21 any other compensation or reimbursement from Defendant, Plaintiffs, or members of the Class.

22 6. The payment of the Service Award to each Plaintiff in the amount of
23 \$10,000.00 is approved.

24 7. The payment of \$7,990.00 to the Administrator for the Settlement
25 Administration Costs is approved.

26 8. The PAGA Payment of \$10,000.00 is hereby approved as fair, reasonable,
27 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
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1 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
2 fraud or collusion.

3 9. Final Judgment is hereby entered in this action. The Final Judgment shall
4 bind each Settlement Class Member.

5 10. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
6 California and all Aggrieved Employees, pursuant to the California Private Attorneys General Act
7 (“PAGA”).

8 11. The Court further finds and determines that Class Counsel satisfied California
9 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
10 under the Private Attorneys General Act (“PAGA”) on May 14, 2025, and again on October 14,
11 2025.

12 12. The Court orders Class Counsel to comply with California Labor Code §
13 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s
14 entry of this Order.

15 13. The Agreement is not an admission by Defendant, nor is this Final Approval
16 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
17 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
18 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
19 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
20 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
21 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
22 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
23 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
24 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
25 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
26 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
27 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
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1 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
2 or issue preclusion or similar defense as to the claims being released by the Settlement.

3 14. Notice of entry of this Final Approval Order and Judgment shall be given to
4 Class Counsel on behalf of Plaintiffs and all Settlement Class Members. It shall not be necessary
5 to send notice of entry of this Final Approval Order and Judgment to individual Settlement Class
6 Members and the Final Approval Order and Judgment shall be posted on the Administrator's
7 website as indicated in the Class Notice.

8 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
9 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
10 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
11 connection with the distribution of settlement benefits.

12 16. If the Settlement does not become final and effective in accordance with the
13 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
14 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
15 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

16 **IT IS SO ORDERED.**

17 DATED: _____, 2025
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21 Hon. Loren Freestone
22 JUDGE OF THE SUPERIOR COURT
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