

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

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

RECEIVED

May 14, 2025

FILED
Clerk of the Superior Court

JUN 6 2025

By: J. Virissimo, Deputy

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