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12 Attorneys for PLAINTIFFS

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **IN AND FOR THE COUNTY OF SAN DIEGO**

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

20 **Plaintiffs,**

21 v.

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

23 **Defendant.**

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

CTL **[PROPOSED]** JUDGMENT

Date: November 7, 2025

Time: 10:30 a.m.

Judge: Hon. Loren Freestone

Dept.: C-64

RECEIVED  
October 14, 2025

**FILED**  
Clerk of the Superior Court

NOV 7 2025

By: J. Virissimo, Deputy

1 Plaintiffs' KEVIN DION COCROFT ("Plaintiff Cocroft") and EFRAIM ALVARADO  
2 ("Plaintiff Alvarado") (hereinafter, collectively, "Plaintiffs") motion for an order finally approving  
3 the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims  
4 ("Agreement") and Motion for Class Counsel Award and Service Awards duly came on for  
5 hearing on November 7, 2025, before the above-entitled Court. The parties having settled this  
6 action and the Court having entered an Order Granting Motion for Final Approval of Class Action  
7 and PAGA Settlement and good cause appearing therefore,

8 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

9 1. The certification of the Class is confirmed for the purposes of settlement. The Class  
10 is defined as all persons who are or previously were employed by Defendant EquipmentShare.com  
11 Inc. ("Defendant") in California and classified as non-exempt employees at any time during the  
12 period of February 29, 2020, to December 16, 2024 (the "Class Period").

13 2. All persons who meet the foregoing definition are Settlement Class Members,  
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final  
16 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all  
17 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'  
18 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for  
19 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the  
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to  
22 supervise and adjudicate any dispute arising from or in connection with the distribution of  
23 settlement benefits.

24 5. Upon entry of final judgment and funding of the Gross Settlement Amount,  
25 Plaintiffs and each Class Member who has not validly opted out has released the "Released  
26 Parties" from the "Released Class Claims" as set forth in the Agreement.

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:  
28

1 (a) The “Released Class Claims” are defined as all class claims alleged, or  
2 reasonably could have been alleged based on the facts alleged, in the operative complaint in the  
3 Action which occurred during the Class Period, and expressly excluding all other claims,  
4 including claims for vested benefits, wrongful termination, unemployment insurance, disability,  
5 social security, workers’ compensation, and class claims outside of the Class Period.

6 7. The “Released Parties” are defined as Defendant and its officers, directors,  
7 members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders,  
8 administrators, predecessors, successors, assigns, and joint venturers.

9 8. Upon entry of final judgment and funding of the Gross Settlement Amount,  
10 Plaintiffs and the State of California release the Released Parties from the “Released PAGA  
11 Claims” for the “PAGA Period” as set forth in the Agreement.

12 9. As used in paragraph 8 above, the quoted terms have the meanings set forth below:

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

18 (b) The “PAGA Period” is defined as the period beginning February 28, 2023,  
19 through December 16, 2024.

20 10. This Court hereby grants final approval and awards the following: (i) One Hundred  
21 Ninety-Five Thousand Nine Hundred Twenty Dollars and Forty-Four Cents (\$195,920.44) for the  
22 Class Counsel Award comprised of attorneys’ fees of one-third of the Gross Settlement Amount,  
23 or One Hundred Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00) and reimbursement  
24 of costs and expenses in the amount of Ten Thousand Nine Hundred Twenty Dollars and Forty-  
25 Four Cents (\$10,920.44); (ii) the Service Awards to Class Representatives, Kevin Dion Cocroft  
26 and Efraim Alvarado, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to  
27 each Plaintiff; (iii) Settlement Administration Costs of Seven Thousand Nine Hundred Ninety  
28 Dollars and Zero Cents (\$7,990.00) to Apex Class Action, LLC; (iv) Seven Thousand Five

1 Hundred Dollars and Zero Cents (\$7,500.00) (75% of the PAGA Payment) to the Labor and  
2 Workforce Development Agency (“LWDA Payment”); and Two Thousand Five Hundred Dollars  
3 and Zero Cents (\$2,500.00) (25% of the PAGA Payment) allocated to the Aggrieved Employees  
4 (“Aggrieved Employee Payment”).

5 11. Plaintiffs shall give notice of this Judgment to the Labor and Workforce  
6 Development Agency within ten (10) days after entry of the Judgment or order pursuant to  
7 California Labor Code section 2699(1)(3).

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9 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**  
10 **ORDERED.**

11 DATED: 11/7/, 2025  
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16 Hon. Loren Freestone  
17 JUDGE OF THE SUPERIOR COURT  
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