

FILED THE HONORABLE HAYDEE VARGAS
Noted for Consideration: July 10, 2026
2026 JUL 10 09:47 AM
KING COUNTY Without Oral Argument
SUPERIOR COURT CLERK
E-FILED
CASE #: 24-2-16520-7 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

MANUEL GONZALEZ PANIAGUA,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

UNITED RENTALS (NORTH AMERICA), INC.,
a Delaware corporation,

Defendant.

NO. 24-2-16520-7 SEA

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND SELECTION OF
BENEFICIARY FOR UNCASHED
CHECKS**

WHEREAS, Plaintiff Manuel Gonzalez Paniagua has applied for an order preliminarily approving the settlement of this action as stated in the Settlement Agreement (attached as Exhibit 1 to the Declaration of Hardeep S. Rekhi in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and for Selection of Beneficiary for Uncashed Checks), which sets forth the terms and conditions for a proposed class action settlement and for dismissal of the action with prejudice upon the terms and conditions set forth therein;

WHEREAS, the Parties dispute the appropriate beneficiary of unclaimed funds pursuant to the settlement agreement and the requirements of CR 23;

WHEREAS, the Court has read and considered the Settlement Agreement, the exhibits

ORDER GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT AND SELECTION OF BENEFICIARY
FOR UNCASHED CHECKS – 1
CASE NO. 24-2-16520-7 SEA

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1 thereto, and the briefing submitted in support of preliminary approval of the settlement and
2 is fully advised, as well as the declarations of counsel submitted in support of Plaintiff's
3 motion;

4 NOW, THEREFORE, IT IS HEREBY ORDERED:

5 Unless otherwise provided herein, all capitalized terms in this Order shall have the
6 same meaning as set forth in the Settlement Agreement.

7 1. The Court finds class certification for settlement purposes is proper. The
8 proposed Settlement Class satisfies the requirements of CR 23(a) and CR 23(b)(3). The
9 proposed settlement class is composed of approximately 684 people such that numerosity
10 is satisfied. There are common questions of law and fact regarding the alleged claims of the
11 Settlement Class, including whether Defendant's alleged common practices violated the law,
12 which question would also predominate over individual questions, if any, such that
13 commonality and predominance are satisfied. The claims of Plaintiff are typical of the claims
14 of the proposed settlement class. And Plaintiff and his counsel are adequate and qualified to
15 protect the interests of the settlement class. For these reasons, the Court certifies the
16 following Settlement Class:

17 All current and former non-exempt employees who worked for Defendant in
18 Washington at any time from July 23, 2021, through March 23, 2026.

19 2. The Court preliminarily approves the Settlement Agreement and the terms set
20 forth therein—including the relief afforded the Settlement Class, the service awards to the
21 Plaintiff, the attorneys' fees and costs award to Class Counsel, and the Settlement
22 Administration expenses award—as being fair, reasonable and adequate. The Settlement
23 Agreement is the result of arm's length negotiations between experienced attorneys who are
24 familiar with class action litigation in general and with the legal and factual issues of this case
25 in particular.

1 3. The Court appoints CAC Services Group as Settlement Administrator. The
2 Court approves the Settlement Administrator to perform the functions required by the terms
3 of the Settlement Agreement. The Court also approves reasonable compensation and costs
4 to the Settlement Administrator in accordance with the Settlement Agreement.

5 4. A final fairness hearing ("Final Fairness Hearing") for purposes of determining
6 whether the Settlement should be finally approved, shall be held before the Court on
7 **December 11, 2026, at 10:30 a.m.** in the courtroom of the Honorable Haydee Vargas at
8 King County Superior Court, 516 3rd Ave, Courtroom W-764, Seattle, WA 98104. At the
9 hearing, the Court will hear arguments concerning whether the proposed Settlement and the
10 terms and conditions provided for in the Settlement Agreement should be granted final
11 approval by the Court as fair, reasonable and adequate. The Court will also consider Class
12 Counsel's request for attorneys' fees and costs and for a service payment to the Class
13 Representative, and rule on any other matters that the Court deems appropriate.

14 5. The Court approves, as to form and content, the Notice of Settlement to be sent
15 to the members of the Settlement Class, which is attached to the Settlement Agreement as
16 Exhibit A. In addition, the Court finds that distribution of the Notices in the manner set forth
17 in Paragraph 6 of this Order and Section 6 of the Settlement Agreement will meet the
18 requirements of due process and applicable law, will provide the best notice practicable
19 under the circumstances, and will constitute due and sufficient notice to all individuals
20 entitled thereto.

21 6. The procedure for distributing notice shall be as follows:

22 a. Within twenty (20) days of the date of this Order, Defendant shall
23 provide the Settlement Administrator with the name, last known address, last known
24 telephone number, last known non-work email address (if any), and social security number
25 (collectively, the "Employee Data") of each Class Member.

1 b. No later than fourteen (14) days after receipt of the Employee Data, the
2 Settlement Administrator shall issue Notice to all Settlement Class Members ("Class Notice")
3 by regular mail, including notice by email, if applicable. The date on which Class Notices are
4 sent shall be deemed the "Initial Mailing Date."

5 c. Before mailing the Class Notices, the Settlement Administrator will
6 perform normal and customary address updates and verifications as necessary.

7 d. The Class Notice shall provide that Class Members may exclude
8 themselves from the Settlement by submitting a written request which must be postmarked
9 and received by the Settlement Administrator within forty-five (45) days from the Initial
10 Mailing Date.

11 e. If a Class Notice is returned as undeliverable with a forwarding address
12 provided by the United States Postal Service, the Settlement Administrator will promptly
13 resend the Class Notice to that forwarding address. If a Class Notice is returned as
14 undeliverable and without a forwarding address, the Settlement Administrator will perform
15 a reasonable skip trace, and if it obtains a more recent address, will resend the Class Notice.

16 f. The Settlement Administrator shall also mail a Class Notice to any Class
17 Member who contacts the Settlement Administrator or one of the Parties and requests a
18 Class Notice.

19 7. Class Counsel shall timely file a motion requesting that the Court grant final
20 approval of the Settlement Agreement and enter final judgment as to the Defendant in the
21 Action.

22 8. The Court reserves the right to adjourn the date of the Final Fairness Hearing
23 without further notice to the members of the Settlement Class and retains jurisdiction to
24 consider all further applications arising out of or connected with the proposed Settlement
25 Agreement.

1 9. If the Court does not enter an order finally approving the Settlement, or if the
2 Settlement does not become final for any other reason, then the action shall proceed as if the
3 Settlement Agreement had not been executed.

4 10. The Court acknowledges that the Parties dispute the appropriate disposition
5 of residual funds from settlement checks that remain uncashed after the 12-month void date.
6 Having considered the briefing and arguments of counsel, the Court rules as follows
7 regarding the distribution of any such remaining funds (Court to check one):

8 11. [X] Option A (Plaintiff's Proposal): All remaining funds from uncashed checks shall
9 be delivered to the Washington State Department of Revenue's Unclaimed
10 Property Program, to be held in trust in the name of the respective Class Member
11 for whom the funds were intended.

12 12. [] Option B (Defendant's Proposal): All remaining funds from uncashed checks
13 shall be distributed as *cy pres* awards, with fifty percent (50%) disbursed to the
14 Legal Foundation of Washington and fifty percent (50%) disbursed to the United
15 Compassion Fund.

16 13. [] Option C (Alternative Disposition): All remaining funds from uncashed checks
17 shall be distributed as follows: _____.

18
19 IT IS SO ORDERED.

20 DATED this 10th day of July, 2026.

21
22
23 Electronic Signature Attached
24 JUDGE HAYDEE VARGAS
25
26

1 Presented by:

2 **REKHI & WOLK, P.S.**

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**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 24-2-16520-7 SEA
Case Title: GONZALEZ PANIAGUA VS UNITED RENTALS NORTH AMERICA
Document Title: Order Granting Motion / Petition
Date Signed: 07/10/2026



Judge: Haydee .Vargas

Key/ID Number: *391205803*
Page Count: This document contains 6 page(s) plus this signature page.