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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

RONALD BROWNING, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

v.

TEC Equipment, INC., an Oregon
Corporation; TEC OF CALIFORNIA,
INC., a California Corporation; and DOES
1-100, inclusive,

Defendants.

Case No.: CIVSB2202461

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

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement”
3 or “Settlement Agreement”) is made and entered into by and between Plaintiff Ronald Browning
4 (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly
5 situated, and Defendants TEC Equipment, Inc. and TEC of California, Inc. (“Defendants”)
6 (collectively with Plaintiff, the “Parties”).

7 **DEFINITIONS**

8 The following definitions are applicable to this Settlement Agreement. Definitions
9 contained elsewhere in this Settlement Agreement will also be effective:

10 1. “Action” means *Browning v. TEC Equipment, Inc., et al.*, No. CIVSB2202461 (San
11 Bernardino County Superior Court).

12 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
13 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket
14 costs incurred and to be incurred by Class Counsel in the Action, including but not limited to
15 expert/consultant fees, investigation costs, court filing fees, service fees, and costs associated with
16 documenting the Settlement, providing any notices required as part of the Settlement or Court order,
17 securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a
18 Judgment terminating the Actions. Class Counsel will request attorneys’ fees not in excess of one-third
19 (1/3) of the Gross Settlement Amount, or Fifty-Eight Thousand Three Hundred and Thirty-Three Dollars
20 and Thirty-Three Cents (\$58,333.33). The Attorneys’ Fees and Costs will also mean and include the
21 additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and
22 settlement of the Actions, up to Thirty Thousand Dollars (\$30,000), subject to the Court’s approval.
23 Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set
24 forth above.

25 3. “Class Counsel” means Zachary Crosner, Brandon Brouillette, and Chad Saunders of
26 Crosner Legal, P.C.

27 4. “Class List” means a complete list of all Class Members that Defendants will diligently
28 and in good faith compile from their records and provide to the Settlement Administrator and Class

Counsel within ten (10) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number; Social Security number or Taxpayer Identification Number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. "Class Member(s)" or "Settlement Class" means all of Defendants' former non-exempt employees that worked at any location in California at any time during the Class Period and had unpaid sick pay as a result of a miscalculation of their regular rate of pay.

6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

7. "Class Period" means the period from January 31, 2018, through April 23, 2025.

8. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000).

9. "Court" means the San Bernardino County Superior Court.

10. "Defendants" means Defendants TEC Equipment, Inc. and TEC of California, Inc.

11. "Effective Date" shall mean the date when all of the following events have occurred: (1) the Class Action Settlement Agreement has been executed by all Parties, Class Counsel and Defendants' Counsel; (2) the Court has approved the Class Action Settlement Agreement; and (3) the time for any appeal of the Court's approval order has expired.

12. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement.

13. "Gross Settlement Amount" means the Gross Settlement Amount of One Hundred Seventy-Five Thousand Dollars (\$175,000), to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and

1 Settlement Administration Costs. In no event will Defendants be liable for more than the Gross Settlement
2 Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement
3 Amount to Defendants. Defendants will be separately responsible for any employer payroll taxes required
4 by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the
5 Gross Settlement Amount.

6 14. "Individual Settlement Payment" means each Participating Class Member's and PAGA
7 Member's respective shares of the Net Settlement Fund and PAGA Fund.

8 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after
9 deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA
10 Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to
11 Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendants.

12 16. "Non-Participating Class Member" means any Class Member who opts out of the Class
13 portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

14 17. "Notice of Objection" means a Class Member's valid and timely written objection to the
15 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name,
16 signature, address, and telephone number, (b) a written statement of all grounds for the objection
17 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents
18 upon which the objection is based; and (d) a statement whether the objector intends to appear at the final
19 fairness hearing.

20 18. "PAGA Members" means all persons who were employed by Defendants in the State of
21 California as non-exempt, hourly employees and who's employment ended during the PAGA Period.

22 19. "PAGA Period" means the period from May 17, 2021, to April 23, 2025.

23 20. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the
24 Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
25 Plaintiff's claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
26 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Ten Thousand Dollars (\$10,000) of
27 the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five
28 Percent (75%), or Seven Thousand Five Hundred Dollars (\$7,500), of the PAGA Settlement Amount will

1 be paid to the California Labor and Workforce Development Agency (“Labor and Workforce
2 Development Agency Payment”), and Twenty-Five Percent (25%), or Two Thousand Five Hundred
3 Dollars (\$2,500) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and
4 regardless whether they request to be excluded from the Settlement Class.

5 21. “Parties” means Plaintiff and Defendants collectively.

6 22. “Participating Class Members” means all Class Members who do not submit timely and
7 valid Requests for Exclusion.

8 23. “Plaintiff” means Plaintiff Ronald Browning.

9 24. “Preliminary Approval” means the date on which the Court enters an order granting
10 preliminary approval of the Settlement Agreement.

11 25. “Released Class Claims” means the release by Class Members (excluding those who opt
12 out therefrom) of the Released Parties from any and all claims that were asserted in the operative complaint
13 (filed May 17, 2022), or that could have arisen out of the allegations made in the operative complaint, for
14 the duration of the Class Period.

15 26. “Released PAGA Claims” means all claims for civil penalties under California Labor
16 Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts
17 alleged in Plaintiff’s Operative Complaint and PAGA Notice during the PAGA Period.

18 27. “Released Parties” means Defendants and all its present and former parent companies,
19 subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, exempt employees,
20 agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for
21 any of the Released Claims, and Defendants’ counsel of record in the Action.

22 28. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
23 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name,
24 address, telephone number and last four digits of the Social Security Number of the Class Member
25 requesting exclusion; (b) be returned to the Settlement Administrator; (c) clearly state that the Class
26 Member does not wish to be included in the Settlement; and (d) be delivered or postmarked on or before
27 the Response Deadline. Class Members who are also PAGA Members may not opt out of the PAGA
28 portion of the Settlement Agreement.

29. “Response Deadline” means the deadline by which Class Members must postmark or deliver to the Settlement Administrator Requests for Exclusion, postmark or deliver disputes concerning the calculation of Individual Settlement Payments, or postmark or deliver Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

30. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on an estimated Settlement Class of approximately 48 Class Members, the Settlement Administration Costs are currently estimated to be \$4,500.00.

31. “Settlement Administrator” means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

32. “Workweeks” means the number of days of employment for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

Plaintiff, on behalf of himself and the Settlement Class, and Defendants agree as follows:

33. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the Gross Settlement Amount into a Qualified Settlement Account to be established by the Settlement

1 Administrator. Defendants will pay the employer's share of payroll taxes separately. After the Effective
2 Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor
3 and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payments; (d)
4 Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendants will deposit the Gross
5 Settlement Amount and the employer's share of payroll taxes within thirty-five (35) calendar days after
6 the Effective Date ("Funding Date").

7 34. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
8 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than
9 Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$58,333.33), plus the
10 reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and
11 settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to exceed
12 Twenty Thousand Dollars (\$20,000), both of which will be paid from the Gross Settlement Amount.

13 35. Class Representative Enhancement Payment. In exchange for a general release, and in
14 recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendants agree
15 not to oppose or impede any application or motion for a Class Representative Enhancement Payment of
16 up to Ten Thousand Dollars (\$10,000) to Plaintiff. The Class Representative Enhancement Payment will
17 be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement
18 Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all
19 applicable taxes on the Class Representative Enhancement Payment. Plaintiff understands and agree that
20 this Settlement Agreement shall remain in full force and effect even if the full amount of Class
21 Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court.

22 36. Settlement Administration Costs. The Settlement Administrator will be paid for the
23 reasonable costs of administration of the Settlement and distribution of payments from the Gross
24 Settlement Amount, which is currently estimated to be \$4,500.00. These costs, which will be paid from
25 the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual
26 Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and
27 distributing the Gross Settlement Amount, and providing necessary reports and declarations.
28

1 37. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
2 of Ten Thousand Dollars (\$10,000) from the Gross Settlement Amount will be designated for satisfaction
3 of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Seven Thousand Five
4 Hundred Dollars (\$7,500), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Two
5 Thousand Five Hundred Dollars (\$2,500), will be paid to PAGA Members in proportion to the number of
6 Workweeks worked during the PAGA Period.

7 38. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
8 resolves claims and actions brought pursuant to PAGA by Plaintiff acting as proxies and as Private
9 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
10 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and
11 all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA
12 Member has the right to object to the PAGA Settlement Amount.

13 39. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
14 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

15 40. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
16 portion of the PAGA Fund will revert to or be retained by Defendants.

17 41. Individual Settlement Payment Calculations. Individual Settlement Payments will be
18 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
19 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of
20 Individual Settlement Payments will be made as follows:

21 41(a) Payments from the Net Settlement Fund. Defendants will calculate the total
22 number of Workweeks worked by each Class Member during the Class Period
23 and the aggregate total number of Workweeks worked by all Class Members
24 during the Class Period. To determine each Class Member's estimated
25 "Individual Settlement Payment" from the Net Settlement Fund, the Settlement
26 Administrator will use the following formula: The Net Settlement Fund will be
27 divided by the aggregate total number of Workweeks during the Class Period,
28 resulting in the "Workweek Value." Each Class Member's "Individual

1 Settlement Payment” will be calculated by multiplying each individual Class
2 Member’s total number of Workweeks by the Workweek Value. The Individual
3 Settlement Payment will be reduced by any required deductions for each
4 Participating Class Member as specifically set forth herein, including employee-
5 side tax withholdings or deductions. The entire Net Settlement Fund will be
6 disbursed to all Class Members who do not submit timely and valid Requests for
7 Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement
8 Administrator shall proportionately increase the Individual Settlement Payment
9 for each Participating Class Member according to the number of Workweeks
10 worked, so that the amount actually distributed to the Settlement Class equals
11 100% of the Net Settlement Fund.

12 41(b) Payments from the PAGA Fund. Defendants will calculate the total number of
13 Workweeks worked by each PAGA Member during the PAGA Period and the
14 aggregate total number of Workweeks worked by all PAGA Members during the
15 PAGA Period. To determine each PAGA Member’s estimated “Individual
16 Settlement Payment,” the Settlement Administrator will use the following
17 formula: The PAGA Fund will be divided by the aggregate total number of
18 Workweeks during the PAGA Period, resulting in the “PAGA Workweek
19 Value.” Each PAGA Member’s “Individual Settlement Payment” will be
20 calculated by multiplying each individual PAGA Member’s total number of
21 Workweeks by the PAGA Workweek Value. The entire PAGA Fund will be
22 disbursed to all PAGA Members.

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

1 amounts to which any Class Members may be entitled under any benefit plans.

2 43. Administration Process. The Parties agree to cooperate in the administration of the
3 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
4 administration of the Settlement.

5 44. Delivery of the Class List. Within ten (10) calendar days of Preliminary Approval,
6 Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

7 45. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
8 List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via
9 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

10 46. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
11 Settlement Administrator will perform a search based on the National Change of Address Database for
12 information to update and correct for any known or identifiable address changes. Any Class Notices
13 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will,
14 within five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail to the forwarding
15 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the
16 Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to
17 determine the correct address using a skip-trace, or other search using the name, address and/or Social
18 Security Number of the Class Member involved, and will then perform a single re-mailing. Those Class
19 Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a)
20 an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a
21 Request for Exclusion or an objection to the Settlement.

22 47. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
23 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal
24 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each
25 respective Class Member and PAGA Member worked for Defendants during the Class Period and PAGA
26 Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the
27 formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and
28 PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the

1 deadlines by which the Class Member must postmark or deliver Request for Exclusions, or postmark
2 Notices of Objection to the Settlement; and (i) the claims to be released.

3 48. Disputed Information on Class Notices. Class Members will have an opportunity to
4 dispute the information provided in their Class Notices. To the extent Class Members dispute their
5 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
6 Settlement Administrator showing that such information is inaccurate. Defendants' records will be
7 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
8 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline and
9 will be decided within ten (10) business days after the Response Deadline.

10 49. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
11 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
12 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
13 receiving the defective submission to advise the Class Member that his/her/their submission is defective
14 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
15 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever
16 date is later, to postmark or deliver a revised Request for Exclusion. If the revised Request for Exclusion
17 is not postmarked or received within that period, it will be deemed untimely.

18 50. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
19 Settlement Agreement must deliver a written Request for Exclusion to the Settlement Administrator by
20 the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement
21 Administrator, the postmark date will be the exclusive means to determine whether a Request for
22 Exclusion has been timely submitted.

23 51. Escalator. Defendants estimate that as of April 23, 2025, Class Members worked an
24 aggregate total of approximately 4,746 Workweeks during the Class Period. If the actual aggregate total
25 of Workweeks worked during the entire Class Period is greater than Ten Percent (10%) of this estimate,
26 then Defendants must either: (a) increase the Gross Settlement Amount proportionately for each
27 Workweek above the Ten Percent (10%) allowance (e.g., if the total number of Workweeks increases by
28 11%, the Gross Settlement Amount will increase by 1%); or (b) advance the end date of the Class Period

1 and PAGA Period to the last date on which the total number of Workweeks worked by Class Members in
2 aggregate during the Class Period is no greater than 5,220.

3 52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
4 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request
5 for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as
6 well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

7 53. Releases by Participating Class Members. Upon the Funding Date, and except as to such
8 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
9 together and individually, on behalf of themselves and their respective former and present representatives,
10 agents, attorneys, heirs, administrators, successors and assigns, release Defendant and Released Parties
11 from all claims, rights, demands, liabilities, damages, penalties, rights, suits, debts, obligations, and causes
12 of action, whether known or unknown, that were alleged, or that reasonably could have been alleged, based
13 on the facts stated in the Operative Complaint and PAGA Notice, which arose during the Class Period,
14 which includes but is not limited to the following claims and/or causes of action against the Released
15 Parties: unpaid wages, including minimum wages, regular wages, overtime wages (including the
16 calculation of the regular rate of pay), double time wages, and prevailing wages/benefits; failure to
17 authorize and permit rest periods (including but not limited to payment of rest period premiums); failure
18 to provide meal periods (including but not limited to payment of meal period premiums); wage statement
19 violations, untimely wages during employment and wages due upon termination, reimbursement for all
20 necessary business-related expenses, all derivative claims, and California Labor Code sections 201, 202,
21 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1194, 1197.1, 1198, 2800, and 2802, the
22 applicable Industrial Welfare Commission Wage Orders, and Business and Professions Code section
23 17200 as it relates to the underlying Labor Code claims referenced above (“Released Class Claims”).
24 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other
25 claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and
26 Housing Act, unemployment insurance, disability, social security, workers’ compensation or claims based
27 on facts occurring outside the Class Period.
28

1 54. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
2 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
3 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall
4 fully and forever release and discharge all of the Released Parties, or any of them, from each of the
5 Released PAGA Claims during the PAGA Period including (1) any and all claims involving any alleged
6 failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to
7 provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure to provide
8 compliant rest breaks, or compensation in lieu thereof; (5) any alleged failure to indemnify/reimburse
9 necessary business expenses; (6) any alleged failure to pay wages due during employment and upon
10 separation; and (7) any alleged failure to provide compliant accurate itemized wage statements.

11 55. Release by Participating and Non-Participating Class Members Who Are PAGA
12 Members. All Participating Class Members and Non-Participating Class Members who are PAGA
13 Members are deemed to release, on behalf of themselves and their respective former and present
14 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from
15 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
16 PAGA Period facts and Labor Code sections stated in the Operative Complaint and the PAGA Notice
17 (including but not limited to Labor Code sections 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510,
18 512, 558, 558.1, 1193.6, 1194, 1198, 2800, and 2802 and all applicable Wage Orders as to the foregoing
19 claims) (“Released PAGA Claims”). Even if a PAGA Member chooses to opt out of the Settlement, they
20 would still be bound by the Release of the PAGA claims herein.

21 56. Defendants’ Right to Rescind. Defendants will have, in their sole discretion, the right to
22 void and withdraw from the Settlement if, at any time prior to Final Approval: (a) Ten Percent (10%) or
23 more of Class Members opt out of the settlement; or (b) the combined Workweeks worked by Class
24 Members who timely submit Requests for Exclusion amounts to more than Twenty Percent (20%) of the
25 total Workweeks worked by all Class Members. Defendants must exercise this right of rescission in
26 writing to Class Counsel within thirty (30) calendar days after the Response Deadline. If the option to
27 rescind is exercised, then Defendants will be solely responsible for all Settlement Administration Costs
28 incurred to the date of rescission.

1 57. Objection Procedures. To object to the Settlement Agreement, a Class Member may either
2 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline
3 and/or appear in person at the Final Approval Hearing. Class Members who fail to object either by
4 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
5 deemed to have waived all objections to the Settlement and will be foreclosed from making any objections,
6 whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their
7 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
8 Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not
9 represent any Class Members with respect to any such objections to this Settlement. If a Class Member
10 timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be
11 given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall
12 not participate in or be bound by the Settlement.

13 58. Certification Reports Regarding Individual Settlement Payment Calculations. The
14 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
15 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
16 the Settlement, and whether any Class Member has submitted a challenge to any information contained in
17 their Class Notice, including those received after the Response Deadline. Additionally, the Settlement
18 Administrator will provide to counsel for both Parties any updated reports regarding the administration of
19 the Settlement Agreement as needed or requested.

20 59. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of
21 the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members
22 and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class
23 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services
24 performed in connection with the Settlement.

25 60. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
26 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
27 than one hundred and eighty (180) calendar days after issuance will be tendered to the State Controller's
28 Office, Unclaimed Property Division in the name of each Class Member who did not negotiate his or her

1 check, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil
2 Procedure Section 384, subd. (b).

3 61. Certification of Completion. Upon completion of administration of the Settlement, the
4 Settlement Administrator will provide a written declaration under oath to certify such completion to the
5 Court and counsel for all Parties.

6 62. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
7 be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be allocated
8 as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be allocated as non-
9 wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the
10 PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

11 63. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
12 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class
13 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
14 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
15 penalties to the appropriate government authorities.

16 64. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of
17 the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members are
18 not relying on any statement, representation, or calculation by Defendants or by the Settlement
19 Administrator in this regard.

20 65. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
21 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
22 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
23 right herein released and discharged.

24 66. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
25 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason,
26 then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void.
27 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be
28 treated as void from the beginning.

1 67. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
2 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
3 for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary
4 approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The
5 Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified
6 herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement
7 Agreement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class
8 Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.

9 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
10 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
11 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
12 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the
13 Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and
14 Workforce Development Agency Payment; (e) all Settlement Administration Costs. Class Counsel will
15 be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be
16 responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

17 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
18 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After
19 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a)
20 the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,
21 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
22 Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

23 70. Release by Plaintiff. Upon the Funding Date, in addition to the claims being released by
24 all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
25 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
26 asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this
27 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
28 California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives

1 any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California Civil
2 Code or similar provisions of applicable law which are as follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
5 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
6 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
7 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
8 PARTY.

9 71. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
10 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
11 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

12 72. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
13 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
14 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625
15 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be
16 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
17 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict
18 the terms of this Settlement Agreement.

19 73. Amendment or Modification. No amendment, change, or modification to this Settlement
20 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
21 by the Court.

22 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
25 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
26 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
27 use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach
28 agreement on the form or content of any document needed to implement the Settlement, or on any
supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
may seek the assistance of the Court to resolve such disagreement.

1 75. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
2 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3 76. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
4 be governed by and interpreted according to the laws of the State of California.

5 77. Execution and Counterparts. This Settlement Agreement is subject only to the execution
6 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
7 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
8 copies of the signature page, will be deemed to be one and the same instrument.

9 78. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
10 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
11 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
12 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
13 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
14 fairness and reasonableness of this Settlement.

15 79. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
16 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
17 with applicable precedents so as to define all provisions of this Settlement Agreement valid and
18 enforceable.

19 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
20 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
21 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
22 either party may appeal any court order that materially alters the Settlement Agreement's terms.

23 81. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
24 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
25 approved, the stipulation to certification will be void. The Parties further agree that certification for
26 purposes of the Settlement is not an admission that class action certification is proper under the standards
27 applied to contested certification motions and that this Settlement Agreement will not be admissible in this
28 or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants are

1 liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

2 82. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
3 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering
4 into this Settlement, Defendants do not admit, and specifically deny, that they violated any federal, state,
5 or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
6 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;
7 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
8 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
9 negotiations connected with it, will be construed as an admission or concession by Defendants of any such
10 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce
11 the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or
12 received as evidence in any action or proceeding to establish any liability or admission on the part of
13 Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance
14 with, federal, state, local or other applicable law.

15 83. Public Disclosures. Plaintiff and Class Counsel will not make any public disclosures of
16 any kind regarding the Settlement, including but not limited to postings on Class Counsel's websites and
17 postings on any social media sites/outlets prior to and after the Effective Date. Class Counsel will take all
18 steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against
19 any public disclosure regarding the Settlement. Class Counsel will not include or use the Settlement for
20 any marketing or promotional purposes, or for attempting to influence Defendants' business relationships,
21 either before or after the Motion for Preliminary Approval is filed. Following Preliminary Approval of the
22 Settlement, the Plaintiff and Class Counsel will not initiate any communications with the media or third
23 parties. If contacted by the media or third parties, Plaintiff and Class Counsel will only discuss information
24 publicly available. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will
25 encourage them to adhere to, the restriction against initiating any media comment. Nothing herein will
26 restrict Class Counsel or Plaintiff from including publicly available information regarding this settlement
27 in future judicial submissions and submissions to LWDA regarding Class Counsel's qualifications and
28 experience and/or for purposes of obtaining approval of the Settlement and communicating with Class

Members regarding the terms of the Settlement.

84. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

85. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

86. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

87. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

88. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

89. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

90. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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PLAINTIFF

Dated: 01 / 12 / 2026



Ronald Browning

DEFENDANTS TEC EQUIPMENT, INC. AND
TEC OF CALIFORNIA INC.

Dated: _____

By:
Its:

Dated: 01/12/2026

CROSNER LEGAL, P.C.



Chad Saunders
Attorneys for Plaintiff and the putative class

Dated: _____

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Scott K. Dauscher
Attorneys for Defendants

EXHIBIT 1

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Browning v. TEC Equipment, Inc., et al.*, Superior Court of the
State of California, County of San Bernardino, Case No. CIVSB2202461**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS CLASS 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. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendants as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. Instructions are set forth in Section 7 below.
Object	Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.
Final Approval Hearing	The Court will hold a Final Approval Hearing at _____ on _____, 2026, at the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415, in Department S-36 before Hon. Joseph B. Widman. The hearing may be rescheduled by the Court without further notice to you.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement, you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendants will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Bernardino (the "Court") has been reached between Plaintiff Ronald Browning ("Plaintiff") and Defendants TEC Equipment, Inc. and TEC of California, Inc. ("Defendants") and has been granted preliminary approval by the Court. 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 Defendants' former non-exempt employees that worked at any location in California at any time during the Class Period and had unpaid sick pay as a result of a miscalculation of their regular rate of pay.

The "Class Period" is the period from January 31, 2018, through April 23, 2025.

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

2. What is the lawsuit about?

On January 31, 2022, Plaintiff commenced this lawsuit by filing a Complaint alleging causes of action against Defendants for: 1) Recovery of Unpaid Minimum Wages and Liquidated Damages; 2) Recovery of Unpaid Overtime Wages; 3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; 4) Failure to Provide Rest Periods or Compensation in Lieu Thereof; 5) Failure to Timely Pay All Wages Due Upon Separation of Employment; (6) Failure to Reimburse Business Expenses; and 7) Unfair Competition. On May 17, 2022, Plaintiff filed a First Amended Complaint adding a cause of action under the California Private Attorneys General Act seeking civil penalties against Defendants for Labor Code violations.

Defendants deny and dispute all of Plaintiff's claims. Defendants further contend that the Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>> and determined only that there is sufficient evidence to suggest that the proposed settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing. The Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Crosner Legal, P.C. as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Hundred Seventy-Five Thousand Dollars (\$175,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants.

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

- Settlement Administration Costs. Payment to the Administrator, estimated not to exceed \$4,500, for expenses, including without limitation expenses of notifying the Class

Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks.

- Class Counsel Fees and Costs Payment. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third of the Gross Settlement Amount, which is presently \$58,333.33, and an additional amount to reimburse actual litigation costs incurred by Class Counsel, not to exceed \$30,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Service Payment. A Class Representative Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00), or such lesser amount as may be approved by the Court, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- LWDA PAGA Payment. A payment to the California Labor & Workforce Development Agency of \$7,500 for its portion of the PAGA Penalties.

Calculation of Individual Class Payments to Class Members. After all of the payments of the court-approved Enhancement Award, the Class Counsel fees and costs payment, the Settlement Administration Costs, and the LWDA PAGA Payment are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount", shall be distributed as Individual Class Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be \$69,166.67. The Settlement Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendants' records, however, Class Members may challenge the number of Workweeks as explained below. Your estimated Individual Class Payment is set forth in Section 5 below.

Tax Matters. Twenty percent (20%) of each Individual Class Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Eighty percent (80%) of each Individual Class Payment is in settlement of claims non-wages, expense reimbursement, interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class 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 Administrator to inform them of your correct address to ensure you receive your payment.

4. What Do I Release Under the Settlement?

Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present respective heirs, executors, administrators, agents, and attorneys, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including unpaid wages, including minimum wages, regular wages, overtime wages (including the calculation of the regular rate of pay), double time wages, and prevailing wages/benefits; failure to authorize and permit rest periods (including but not limited to payment of rest period premiums); failure to provide meal periods (including but not limited to payment of meal period premiums); wage statement violations, untimely wages during employment and wages due upon termination, reimbursement for all necessary business-related expenses, all derivative claims, and California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1194, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Orders, and Business and Professions Code section 17200 as it relates to the underlying Labor Code claims referenced above. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

Released PAGA Claims. All Class Members who are PAGA Members are deemed to release, on behalf of themselves and their respective heirs, executors, administrators, agents, and attorneys, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. Even if a PAGA Member chooses to opt out of the Settlement, they would still be bound by the Release of the PAGA claims.

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 Defendants or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

Released Parties. The Released Parties are: Defendants and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, exempt employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendants' counsel of record in the Action.

5. How much will my payment be?

Your Individual Class Payment: Defendants' records reflect that you have <<____>> Workweeks during the Class Period. **Based on this information, your estimated Individual Class Payment is** <<____>>, minus applicable withholdings and deductions.

Your Individual PAGA Payment: Defendants' records reflect that you have <<____>> Pay Periods during the PAGA Period. **Based on this information, your estimated Individual PAGA Payment is** <<____>>.

If you wish to challenge the information set forth above, then you must submit a written dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the 45 days after the mailing of this Notice. The deadline for submitting a dispute is _____. You may also fax the dispute to _____ or email the dispute to _____ by no later than the deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your share of the Settlement will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Phoenix Settlement Administration, [ADDRESS], (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed on approximately [DATE (45 days after Effective Date)]. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement ((800) _____). For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

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 Class or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.**

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [forty-five (45) days after the mailing of the Notice]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Browning v. TEC Equipment, Inc.* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, last four digits of social security number for verification purposes, the approximate dates of employment in California by Defendants, and the name and number of the case, which is *Browning v. TEC Equipment, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2202461. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is *Browning v. TEC Equipment, Inc.* Administrator, c/o Phoenix Settlement Administration, [ADDRESS]. Absent good cause found by the Court,

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 don't agree with 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, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member's name, current address, telephone number, and the dates of employment in California by Defendants, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Browning v. TEC Equipment, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2202461.

All written objections must be mailed to the *Browning v. TEC Equipment, Inc.* Administrator, c/o Phoenix Settlement Administration, [ADDRESS], no later than the Response Deadline which is _____ [forty-five (45) days after the mailing of the Notice]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection. The hearing may be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court's website for current information concerning appearances and how to attend Court proceedings remotely: <https://sanbernardino.courts.ca.gov/>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:

Chad Saunders
Brandon Brouillette
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429
Email: chad@crosnerlegal.com

Counsel for Defendants:

Scott K. Dauscher
Lauren S. Gafa
Conor E. Walsh
ATKINSON, ANDELSON, LOYA,
RUUD & ROMO
12800 Center Court Drive South, Suite 300
Cerritos, California 90703-9364
Telephone: (562) 653-3200
Fax: (562) 653-3333

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

The Court will hold a Final Approval Hearing at _____ on _____, in Department S-36 of the Superior Court of California, County of San Bernardino, located at 247 West Third Street, San Bernardino, CA 92415. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and enhancement award to be awarded. If there are objections, the Court will consider them. 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 Administrator at _____ or write to *Browning v. TEC Equipment, Inc.* Administrator, c/o Phoenix Settlement Administration, [ADDRESS]; or contact Class Counsel.

This Notice summarizes the proposed settlement. More details are in the Class Action Settlement Agreement ("Agreement"). The Agreement, the Judgment and other relevant settlement documents will be posted on the Administrator's website for this settlement: <<_____>>. You may also get more details by examining the Court's file via the Public Access site for the California Superior Court for the County of San Bernardino (<https://cap.sb-court.org/search>) and entering the Case No. CIVSB2202461. The Agreement can be found in the Court file located at 247 West Third Street, San Bernardino, CA 92415, as Exhibit #1 to the Declaration of Chad Saunders, filed on _____.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the 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.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

Title	(00421-Browning) Settlement Agreement
File name	Browning_v._TEC_E...ement__final_.pdf
Document ID	ad33673ada38c817b4588678eb677fb0e7c0fe4a
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

01 / 12 / 2026

23:31:30 UTC

Sent for signature to Ronald Browning
(ronbrowning1972@gmail.com) from jessica@crosnerlegal.com
IP: 47.149.51.252



VIEWED

01 / 12 / 2026

23:32:05 UTC

Viewed by Ronald Browning (ronbrowning1972@gmail.com)
IP: 45.23.127.167



SIGNED

01 / 13 / 2026

00:32:20 UTC

Signed by Ronald Browning (ronbrowning1972@gmail.com)
IP: 45.23.127.167



COMPLETED

01 / 13 / 2026

00:32:20 UTC

The document has been completed.