

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AUG 13 2026


BY: Aura Angeles Arroyo, Deputy

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8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF SAN BERNARDINO**

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

12 Plaintiff,

13 v.

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

16 Defendants.

Case No. CIVSB2202461

Assigned for All Purposes to:
Hon. Joseph B. Widman
Dept. S36

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, AND
REQUEST FOR ATTORNEY'S FEES
AND COSTS**

Date: August 13, 2026
Time: 9:00 a.m.
Dept.: S36

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument on
3 the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action, including
5 the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement"),
7 attached as Exhibit 1 to the Declaration of Chad Saunders in support of Plaintiff's Motion for
8 Preliminary Approval of Class Action Settlement, filed on or about February 4, 2026, is fully and
9 finally approved as fair, reasonable, and adequate, and in the best interests of the Class Members.
10 The Court, for purposes of this Order and Judgment, incorporates the Settlement Agreement and
11 adopts all defined terms as set forth in the Settlement Agreement.

12 3 For purposes of settlement only, the Court certifies a class including all of
13 Defendants TEC Equipment, Inc. and TEC of California, Inc. former non-exempt employees that
14 worked at any location in California at any time during the Class Period (January 31, 2018, through
15 April 23, 2025) and had unpaid sick pay as a result of a miscalculation of their regular rate of pay.

16 4. The Court adjudges all Participating Class Member, together and individually, on
17 behalf of themselves and their respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors and assigns, release Defendant and Released Parties from all claims,
19 rights, demands, liabilities, damages, penalties, rights, suits, debts, obligations, and causes of action,
20 whether known or unknown, that were alleged, or that reasonably could have been alleged, based
21 on the facts stated in the Operative Complaint and PAGA Notice, which arose during the Class
22 Period, which includes but is not limited to the following claims and/or causes of action against the
23 Released Parties: unpaid wages, including minimum wages, regular wages, overtime wages
24 (including the calculation of the regular rate of pay), double time wages, and prevailing
25 wages/benefits; failure to authorize and permit rest periods (including but not limited to payment of
26 rest period premiums); failure to provide meal periods (including but not limited to payment of meal
27 period premiums); wage statement violations, untimely wages during employment and wages due
28 upon termination, reimbursement for all necessary business-related expenses, all derivative claims,

1 and California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558,
2 1182.12, 1194, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage
3 Orders, and Business and Professions Code section 17200 as it relates to the underlying Labor Code
4 claims referenced above (“Released Class Claims”). Except as set forth in Section 5.3 of this
5 Agreement, Participating Class Members do not release any other claims, including claims for
6 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
7 unemployment insurance, disability, social security, workers’ compensation or claims based on facts
8 occurring outside the Class Period.

9 5. The Court further adjudges each PAGA Member, together and individually, on their
10 behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall
11 fully and forever release and discharge all of the Released Parties, or any of them, from each of the
12 Released PAGA Claims during the PAGA Period including (1) any and all claims involving any
13 alleged failure to pay minimum wage; (2) any alleged failure to pay overtime wages; (3) any alleged
14 failure to provide compliant meal periods, or compensation in lieu thereof; (4) any alleged failure
15 to provide compliant rest breaks, or compensation in lieu thereof; (5) any alleged failure to
16 indemnify/reimburse necessary business expenses; (6) any alleged failure to pay wages due during
17 employment and upon separation; and (7) any alleged failure to provide compliant accurate itemized
18 wage statement

19 6. Under the Settlement Agreement, Defendants agree to pay the total escalated Gross
20 Settlement Amount of \$198,429.20. The Settlement Administrator is ordered to distribute to the
21 participating Class Members their respective individual settlement payments from the Net
22 Settlement Amount as provided in the Settlement Agreement. Funds attributable to uncashed checks
23 that remain after the check void date shall be forwarded to the California State Controller’s
24 Unclaimed Property Fund as provided in the Settlement Agreement. No funds shall revert to any
25 Defendant.

26 7. The Court further orders that the Class Members be provided with notice of this
27 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
28 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

1 8. The Court approves an award of attorney's fees to Class Counsel in the amount of
2 \$58,333.33, and an award of costs and expenses in the amount of \$19,835.88. Such amounts shall
3 be paid as provided in the Settlement Agreement.

4 9. The Court approves a service payment to plaintiff and Class Representative Ronald
5 Browning in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such
6 payment consistent with the terms of the Settlement Agreement.

7 10. The Settlement Agreement provides the Settlement Administrator, Phoenix
8 Settlement Administrators shall be paid from the Gross Settlement Amount for its services in
9 administering the Settlement. As set forth in the Declaration of Lluvia Islas, the Settlement
10 Administrator is owed \$4,500.00 for services rendered and to be rendered in administering the
11 settlement. The Court therefore orders that Phoenix be paid the amount of \$4,500.00 from the Gross
12 Settlement Amount consistent with the terms of the Settlement Agreement.

13 11. The Court approves PAGA penalties in the amount of \$10,000.00, to be paid from
14 the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes
15 underlying PAGA. \$7,500.00 of this amount will be paid to the LWDA as the state's share of the
16 civil penalties, and the remainder of \$2,500.00 will be distributed to the Aggrieved Employees
17 consistent with the terms of the Settlement Agreement and PAGA.

18 12. A Settlement Compliance Hearing is set for August 12, 2027, in Department S36 of
19 the San Bernardino County Superior Court. The parties are ordered to file a compliance report no
20 later than ten (10) court days before the compliance hearing, which report shall include as
21 appropriate a declaration from the Settlement Administrator describing the date the settlement
22 distribution checks were mailed, the total number of settlement distribution checks mailed to Class
23 Members, the average amount of the settlement distribution checks, the number of settlement
24 distribution checks remaining uncashed as of the check void date, the total value of the uncashed
25 settlement distribution checks, the average amount of the uncashed settlement distribution checks,
26 and the nature and date of disposition of any unclaimed funds.

27 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
28 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement

1 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
2 contemplated becomes effective and each and every act agreed to be performed by the parties has
3 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
4 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
5 construction, and interpretation of the Settlement Agreement.

6 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
7 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
8 This Order is not a finding of the validity or invalidity of any claims in this action or a determination
9 of any wrongdoing by any party. The final approval of the Parties' settlement will not constitute
10 any opinion, position or determination of this Court as to the merits of the claims or defenses of any
11 party.

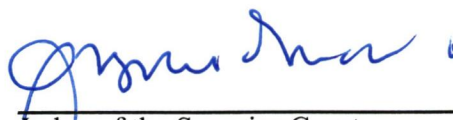
12 15. Judgment is hereby entered as follows: Plaintiff Ronald Browning and the
13 Participating Class Members, consisting of all of Defendants TEC Equipment, Inc. and TEC of
14 California, Inc. former non-exempt employees that worked at any location in California at any time
15 during the Class Period (January 31, 2018, through April 23, 2025) and had unpaid sick pay as a
16 result of a miscalculation of their regular rate of pay, who have not otherwise opted out, shall take
17 nothing from Defendants except as provided in the Settlement Agreement.

18 16. The Court shall retain jurisdiction over the parties to interpret, implement and
19 enforce this Judgment.

20 **IT IS SO ORDERED AND ADJUDGED.**

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23 Dated: _____

8/13/26

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25 Judge of the Superior Court
26 JOSEPH WIDMAN
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