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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

ERIK C. MCLAREN, an individual, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

TOTAL PCS SOLUTIONS, INC., a California
corporation; and DOES 1 through 20, inclusive,

Defendant.

Case No. CV-22-004069

Assigned for All Purposes To:
Honorable Sonny S. Sandhu
Department: 24

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AGREEMENT; FINAL JUDGMENT**

Hearing Date: June 6, 2025
Time: 8:30 a.m.
Department: 24

On June 6, 2025, at 8:30 a.m. in Department 24, Plaintiff Eric C. McLaren’s (“Plaintiff”) unopposed Motion for Approval of the Parties’ PAGA Settlement Agreement (“Settlement Agreement”) entered into by and between Plaintiff, on behalf of himself, the State of California, and all aggrieved employees (“Aggrieved Employees”), and Defendant Total PSC Solutions, Inc. (“Defendant”) (Plaintiff and Defendant collectively referred to herein as “the Parties”), came before the Court for hearing pursuant to the Private Attorney General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel (“PAGA Counsel”) and counsel also appeared for Defendant. There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s Motion is GRANTED.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself, Aggrieved Employees, and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto and over all parties to the Action.

2. Aggrieved Employees are defined as all current and former non-exempt employees of Defendant in California who worked during the PAGA Period, which is the period from September 9, 2021 through September 12, 2024.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is **\$325,000.00** (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a Settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary, oppressive, or confiscatory. The Settlement reached was a result of serious and non-collusive, arms-length negotiations. The Court, therefore, approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

1 4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted
2 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied
3 with the notice requirements of California Labor Code § 2699.

4 5. Effective on the date when Defendant fully funds the Gross Settlement Amount,
5 Plaintiff, Aggrieved Employees, and the State of California shall be bound by the releases set
6 forth in the Settlement Agreement. The release by Aggrieved Employees is as follows:

7 Release by Aggrieved Employees:

8 All Aggrieved Employees are deemed to release, on behalf of themselves and their
9 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
10 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
11 reasonably could have been alleged, based on the PAGA Period facts stated in the original
12 complaint, the Operative Complaint and the PAGA Notice.

13 "Released Parties" means Defendant and each of its former and present directors, officers,
14 managing agents, shareholders, owners, members, attorneys, employees, managers, insurers,
15 predecessors, successors, assigns, subsidiaries, parent companies, and affiliated entities and
16 individuals.

17 "Operative Complaint" means the representative PAGA complaint filed by Plaintiff on
18 November 14, 2022 in the Action.

19 "PAGA Notice" means Plaintiff's PAGA Notice letter to Defendant and the LWDA
20 submitted on September 9, 2022 (LWDA-CM-906881-22) providing notice pursuant to Labor
21 Code section 2699.3, subd. (a).

22 6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
23 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
24 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
25 Action, or of any wrongdoing by the Defendant, or any of the other Released Parties.

26 7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. and David
27 Yeremian & Associates, Inc. as PAGA Counsel for settlement purposes.

28 8. Pursuant to the terms of the Settlement, the Court awards a PAGA Counsel Fees

1 Payment in the amount of **\$108,333.00**, to be paid out of the Gross Settlement Amount, as final
2 payment for and satisfaction of any and all attorneys' fees arising out of the Action.

3 9. The Court awards a PAGA Counsel Litigation Expenses Payment in the amount of
4 \$17,429.12, to be paid out of the Gross Settlement Amount, as final payment for and complete
5 satisfaction of any and all attorneys' costs arising out of the Action.

6 11. The Court appoints Apex Class Action LLC ("Apex") to serve as the Settlement
7 Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards
8 administration-related payments in the amount of **\$7,000.00** as compensation for its fees and costs
9 in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

10 12. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
11 approximately **\$182,187.88** shall be allocated as follows: 75% (\$136,640.91) allocated to the
12 LWDA ("LWDA PAGA Payment") and 25% (\$45,546.97) allocated to the Aggrieved Employees
13 ("Individual PAGA Payments") and will be paid out pursuant to the method set forth in the
14 Settlement Agreement for calculating Individual PAGA Payments.

15 13. Defendant will not be required to pay any additional amounts in connection with
16 the Settlement other than those amounts specifically set forth in the Settlement Agreement and this
17 Order.

18 14. The Court hereby approves the Notice of PAGA Settlement and Release of Claims
19 to be mailed to Aggrieved Employees along with the Individual PAGA Payments by the
20 Settlement Administrator.

21 15. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
22 purposes of supervising the implementation, enforcement, construction, administration, and
23 interpretation of the Settlement Agreement and this Judgment.

24 16. The Court hereby enters judgment of the entire Action, with prejudice, for the
25 reasons set forth above and upon the terms set forth in the Settlement Agreement.

26 17. This Judgment is intended to be a final disposition of the above-captioned action in
27 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
28 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

1 18. As the Judgment is consistent with the terms of the Settlement Agreement, the
2 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
3 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
4 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
5 waiver of the right to oppose such motions, writs, or appeals. If another individual or entity who
6 is not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under
7 the Settlement Agreement will be suspended until such time as the appeal is finally resolved and
8 the Judgment becomes final.

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12 **IT IS SO ORDERED.**

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14 DATED: _____, 2025

15 Hon. Sonny S. Sandhu
16 Judge of the Superior Court
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