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16 Attorneys for Plaintiff PAUL MAISNIER,
17 individually and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF CONTRA COSTA**

20 PAUL MAISNIER, individually and on behalf
21 of all others similarly situated,

22 Plaintiff,

23 v.

24 PDS CONSULTANTS, INC., a California
25 corporation dba PDS OPTICAL and DOES 1-
26 50, inclusive,

27 Defendant

Case No. C25-01606

Assigned for All Purposes to:
Hon. Edward G. Weil
Department 39

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF PAGA AND CLASS
ACTION SETTLEMENT**

1 **ORDER**

2 This matter came on for hearing on _____ at _____AM/PM in Department 39
3 of the above-captioned court on the Motion for Preliminary Approval of PAGA and Class Action
4 Settlement, upon the terms and conditions set forth in the STIPULATION OF CLASS AND
5 REPRESENTATIVE ACTION SETTLEMENT (hereinafter “Settlement Agreement” or
6 “Settlement”).

7 The Court, having fully reviewed the Motion for Preliminary Approval of PAGA and Class
8 Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support
9 thereof, the Settlement Agreement, including the proposed Notice of California Class and PAGA
10 Representative Action Settlement “Preliminary Approval Notice” (Settlement Agreement; Exhibit
11 A), and in recognition of the Court's duty to make a preliminary determination as to the
12 reasonableness of any proposed class action settlement, and if preliminarily determined to be
13 reasonable, to ensure proper notice is provided to all non-exempt employees who have been
14 employed by Defendant in California at any time during the Class Period (defined as June 9, 2021
15 to the date of Preliminary Approval) and who did not sign a severance agreement and release when
16 their employment with Defendant ended (“Class Members”) in accordance with due process
17 requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement
18 as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having
19 heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES THE**
20 **FOLLOWING DETERMINATIONS AND ORDERS:**

21 It appears to the Court on a preliminary basis that the Gross Settlement Sum is fair and
22 reasonable to all Class Members when balanced against the probable outcome of further litigation
23 relating to class certification, the liability and damages issues involved, and the potential for appeals.
24 It further appears that sufficient investigation, research, and litigation has been conducted such that
25 counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further
26 appears that the settlement at this time will avoid substantial costs, delay and risks that would be
27 presented by the further prosecution of the litigation. It further appears that the proposed Settlement
28 has been reached as the result of intensive, serious and non-collusive negotiations between the

1 Parties. ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY
2 APPROVAL OF PAGA AND CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND
3 AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT
4 THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT
5 PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE CONDITIONALLY AND
6 PRELIMINARILY APPOINTED CLASS COUNSEL. MORE SPECIFICALLY, THE COURT
7 FINDS AS FOLLOWS:

8 This Order incorporates by reference all definitions in the Parties' Settlement Agreement in
9 the actions entitled *PAUL MAISNIER v. PDS CONSULTANTS, INC. dba PDS OPTICAL. et al.*,
10 Contra Costa County Superior Court Case No. C25-01606 ("Class Action") and *Paul Maisnier v.*
11 *PDS Consultants, Inc. dba PDS OPTICAL*, in the Superior Court for the State of California, County
12 of Contra Costa, Case No. C25-02290 ("PAGA Action") (the "Lawsuits") and all terms used herein
13 shall have the same meanings as set forth in the Settlement Agreement.

14 The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on
15 the basis that the Settlement between Plaintiff and Defendant PDS Consultants, Inc. dba PDS
16 OPTICAL. ("Defendant") appears to be within the range of reasonableness of a settlement which
17 could ultimately be given final approval by this Court. The Court preliminarily finds that the terms
18 of the Settlement are fair, reasonable, and adequate, pursuant to Section 382 of the California Code
19 of Civil Procedure.

20 The Court notes that Defendant has agreed to a non-reversionary GFV of \$195,000.00. The
21 GFV includes without limitation any and all payments Defendant may be responsible for under the
22 Settlement, including any Class Counsel's Attorneys' Fees and Costs, Enhancement Payment, the
23 Individual Settlement Payments, the PAGA Fund (which includes payment to the LWDA),
24 Settlement Administration Costs, and all payroll taxes (excluding employer-side payroll taxes) due
25 and owing as a result of the Settlement.

26 The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes
27 of settlement and conditionally certifies the Settlement Class for settlement purposes, with Plaintiff
28 acting as the Class Representative.

1 The Court hereby appoints, for settlement purposes, Plaintiff PAUL MAISNIER as the Class
2 Representative and finds Plaintiff is an adequate representative for the Settlement Class for
3 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
4 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

5 The class comprised of all Class Members is provisionally certified for settlement purposes
6 only by this Order.

7 The Court finds that the proposed manner of Preliminary Approval Notice is adequate.

8 The Court approves APEX Class Action Administration, to serve as the Settlement
9 Administrator.

10 The Court further hereby approves, as to form and content, the proposed Notice of Class
11 Action Settlement and Orders the notice to be mailed to the Class Members.

12 The Court finds that the Preliminary Approval Notice constitutes the best notice practicable
13 under the circumstances, is in full compliance with the laws of the State of California and, to the
14 extent applicable, the United States Constitution and the requirements of due process. The Court
15 further finds that the Preliminary Approval Notice fully and accurately informs Class Members of
16 all material elements of the proposed Settlement, of each Class Member's right to be excluded from
17 the Settlement Class, and each Class Member's right and opportunity to object to the proposed
18 Settlement. The Notice of Class Action Settlement adequately advises the Class about: the Class
19 Action; the terms of the proposed Settlement and the benefits available to each Class Member; each
20 Class Member's right to participate, submit an exclusion/opt-out, or objection to the proposed
21 Settlement, and the timing and procedures for doing so; the temporary and conditional certification
22 of the Settlement Class for settlement purposes only; preliminary Court approval of the proposed
23 Settlement; timing and procedures for distributing the Gross Settlement Sum and the Individual
24 Settlement Payments to the Settlement Class Members; and the date of the Final Approval Hearing
25 as well as the rights of the Settlement Class to file documentation in support of or in opposition to
26 and appear in connection with said hearing.

27 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
28 THE PROPOSED PRELIMINARY APPROVAL NOTICE PACKET TO THE CLASS AND

1 FINDS that mailing to the last known address of the Class Members, as specifically described
2 within the Settlement Agreement, constitutes an effective method of notifying Class Members of
3 their rights with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY
4 ORDERED that:

5 Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List
6 to the Settlement Administrator. Within fourteen (14) calendar days after receiving the Class List
7 from Defendant, the Settlement Administrator will perform a search based on the National Change
8 of Address Database or any other similar services available, such as provided by Experian, for
9 information to update and correct for any known or identifiable address changes, and will mail a
10 Preliminary Approval Notice in English to all Class Members via First-Class U.S. Mail, using the
11 most current, known mailing addresses identified by the Settlement Administrator. With respect to
12 Preliminary Approval Notices that are returned as undeliverable on or before the Response
13 Deadline, the Settlement Administrator will search for an alternate address by way of skip-trace
14 and re-mail the Preliminary Approval Notice within five (5) calendar days.

15 IT IS FURTHER ORDERED The Preliminary Approval Notice will include a procedure by
16 which a Class Member may dispute the number of workweeks allocated to the Class Member. In
17 order to dispute workweeks worked during the Class Period (“Workweeks”), Class Members must
18 submit a timely written letter to the Settlement Administrator that: (a) contains the case name and
19 number of the Action, (b) is signed by the Class Member, (c) contains the full name, address,
20 telephone number, and the last four digits of the Social Security Number of the disputing Class
21 Member, (d) clearly states that the Class Member disputes the number of Workweeks credited to
22 them and what they contend is the correct number to be credited to them, (e) includes information
23 and/or attaches documentation demonstrating that the number of Workweeks that they contend
24 should be credited to them are correct, and (f) is returned by mail to the Settlement Administrator at
25 the specified address, postmarked on or before the Response Deadline. The date of the postmark on
26 the return mailing envelope on the submission will be the exclusive means to determine whether a
27 dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant’s records
28 and data as they pertain to the number of Workweeks to be credited to a disputing Class Member,

1 Defendant's records will be presumed correct and determinative of the dispute. However, if a Class
2 Member produces information and/or documents to the contrary, the Settlement Administrator will
3 evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve
4 and determine the number of eligible Workweeks that the disputing Class Member should be
5 credited with under the Settlement. The Settlement Administrator's decision on such disputes will
6 be final and non-appealable.

7 The Settlement Administrator will be responsible for undertaking appropriate deductions,
8 required tax reporting, and issuing the Individual Settlement Payments and Individual PAGA
9 Payment in accordance with this Agreement. All settlement checks mailed out will expire after one
10 hundred eighty (180) days. However, ninety (90) days, and again one hundred thirty-five (135) days,
11 after first distributing settlement checks, the Settlement Administrator shall distribute reminder
12 postcards via U.S. Mail to all Settlement Class Members who did not timely opt-out of the
13 settlement, and all PAGA Group Members, who have yet to deposit or otherwise negotiate their
14 settlement checks, reminding them of the deadline to do so.

15 IT IS FURTHER ORDERED that Any Class Member wishing to be excluded from the
16 Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail,
17 within the Response Deadline. The date of the postmark on the return mailing envelope will be the
18 exclusive means to determine whether a Request for Exclusion has been timely submitted. The
19 Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the
20 Requests for Exclusion that were timely submitted, and also identify the individuals who have
21 submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the
22 Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for
23 Exclusion is prohibited from making any objection to the Settlement. Individuals who opt-out of
24 the Settlement shall also have their settlement allocation amount from the Net Settlement Fund
25 returned to Defendant, as they shall have no Released Class Claims. Any Class Member who
26 validly requests to be excluded from the Settlement will not be a Settlement Class Member and
27 will not have any right to object, appeal, or comment on the Settlement; however, if the Class
28 Member worked during the PAGA Period, they will remain a PAGA Group Member, will receive

1 an Individual PAGA Payment, and will be bound by the PAGA Settlement and Released PAGA
2 Claims. Any Class Member who does not affirmatively request exclusion from the Settlement by
3 submitting a timely and valid Request for Exclusion will be bound by all of the terms of the
4 Agreement, including and not limited to those pertaining to the Released Class Claims, as well as
5 any judgment that may be entered by the Court if it grants Final Approval to the Settlement.
6 PAGA Group Members will not be able to opt out of settlement of the PAGA claims and release
7 of PAGA claims. The notice to PAGA Group Members, sent within 14 days of the Effective Date,
8 will inform them of the amount they will receive for their PAGA claims and that they will not be
9 able to opt out of the settlement and release of the PAGA claims.

10 IT IS FURTHER ORDERED To object to the Settlement, Class Members who have not
11 opted out of the Settlement (i.e., Settlement Class Members) must submit a timely and complete
12 Notice of Objection to the Settlement Administrator, by mail, on or before the Response Deadline.
13 The Notice of Objection must be signed by the Settlement Class Member and contain all
14 information required by this Agreement. The postmark date will be deemed the exclusive means
15 for determining that the Notice of Objection is timely. At no time will any of the Parties or their
16 counsel seek to solicit or otherwise encourage Settlement Class Members to object to the
17 Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members
18 may also present their objection at the Final Approval Hearing.

19 IT IS FURTHER ORDERED that a Final Approval hearing shall be held on
20 _____ at _____. before the Honorable Edward G. Weil in Department 39. At the
21 Final Approval hearing, the Court will determine whether the Settlement should be finally approved
22 as fair, reasonable and adequate, and whether the terms of this Preliminary Approval Order and any
23 other applicable legal prerequisites to Judgment are satisfied. The Court will also determine the
24 amount properly payable for (i) Class Counsel's Attorney's Fees and Costs, (ii) Plaintiff's
25 Enhancement Payment, (iii) Settlement Administration Costs, (iv) Settlement Class Member
26 Payments; and (v) the PAGA Fund.

27 IT IS FURTHER ORDERED Not later than sixteen (16) court days before the calendared
28 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement

1 that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd.
2 (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final
3 Approval”).

4 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
5 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
6 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
7 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
8 the *status quo ante* rights of the Parties to the litigation as more specifically set forth in the
9 Settlement Agreement.

10 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
11 this matter except those contemplated herein and in the Settlement Agreement are stayed.

12 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
13 Hearing from time to time without further notice to the Class.

14 **IT IS SO ORDERED.**

15
16
17 Dated: _____, 2026

Honorable Edward G. Weil
JUDGE OF THE SUPERIOR COURT

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