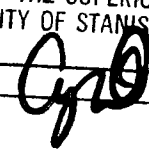


1 **STANSBURY BROWN LAW, PC**
Daniel J. Brown (SBN 307604)
dbrown@stansburybrownlaw.com
2 2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
3 Tel: (323) 204-3124

4 Attorneys for Plaintiff

FILED
DEC 17 2025
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY  DEPUTY

5
6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF STANISLAUS**

9 TERREA MCGILL, as an individual, and on
behalf of all others similarly situated,
10
11 Plaintiff,

12 v.

13 PROFESSIONAL EXCHANGE SERVICE
CORPORATION, a California corporation;
14 and DOES 1 through 100, inclusive,
15 Defendants.

Case No. CV-24-006343

[Assigned for all purposes to the Hon. John
D. Freeland, Dept, 23]

**~~PROPOSED~~ JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, AND REASONABLE
ATTORNEYS' FEES AND COSTS**

Date: December 17, 2025
Time: 8:30 a.m.
Dept: 23

Action Filed: August 12, 2024
Trial Date: None Set

1 The Unopposed Motion of Plaintiff Terrea McGill (“Plaintiff”) for Settlement Approval
2 of Claims Brought Under the Private Attorneys General Act, and Reasonable Attorneys’ Fees and
3 Costs came on regularly for hearing before this Court on December 17, 2025 at 8:30 a.m. The
4 Court, having considered the Settlement Agreement (the “Settlement Agreement”) entered into
5 between Plaintiff and Defendant Professional Exchange Service Corporation (“Defendant”) and
6 the documents and evidence presented in support thereof, and recognizing the disputed issues
7 involved in this case, the risks of prosecution, and benefits to be received by the State of California
8 and the Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby makes a
9 final ruling pursuant to Labor Code § 2699 that the proposed Settlement Agreement is fair,
10 reasonable, and adequate, and is the product of good faith arm’s length negotiations between the
11 Parties. Good Cause appearing therefore, the Court hereby GRANTS Plaintiff’s Motion for
12 Settlement Approval of Claims Brought Under the Private Attorneys General Act and for
13 Reasonable Attorneys’ Fees and Costs, and HEREBY ORDERS THE FOLLOWING:

14 1. Due to an arbitration agreement entered into between Plaintiff and Defendant the
15 class action allegations are dismissed *without* prejudice.

16 2. The “Aggrieved Employees” shall be defined as:
17 All current and former non-exempt employees of Professional Exchange
18 Service Corporation (“Defendant”) who performed work in California for
19 Defendants at any time from August 12, 2023 to September 11, 2025.

20 3. The “PAGA Period” means the time period from August 12, 2023 through
21 September 11, 2025.

22 4. The Court hereby approves the Settlement as set forth in the Settlement Agreement
23 as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement Agreement
24 according to its terms.

25 5. The Court orders Plaintiff to file and serve within five (5) court days of notice of
26 this Order his Second Amended Representative Action Complaint substantially in the form
27 attached as Exhibit B to the Declaration of Daniel J. Brown In Support of Motion for Settlement
28 Approval for Claims Brought Under the Private Attorneys General Act, and Reasonable
Attorneys’ Fees and Costs.

1 6. The Court orders that Defendant shall pay the Gross Settlement Amount of
2 \$125,000.00 to the Settlement Administrator within ten (10) court days of the date this Order is
3 entered, consistent with the Settlement Agreement.

4 7. The Court hereby approves, as to form and content, the Notice of Settlement of
5 Private Attorneys General Act Claim (Cal. Labor Code § 2698 *Et Seq.*) substantially in the form
6 attached as Exhibit A to the Settlement, which shall be mailed via First-Class U.S. Mail to the
7 Aggrieved Employees in English and Spanish along with the Individual Settlement Payments no
8 later than twenty (20) calendar days of the date this Order is entered, as provided for in the
9 Settlement Agreement.

10 8. Within fourteen (14) business days following the initial mailing of the Individual
11 Settlement Payments, the Settlement Administrator will provide an accounting under oath to the
12 Parties of the amounts paid from the Settlement.

13 9. The Court finds that attorneys' fees in the amount of \$43,750.00 for Plaintiff's
14 Counsel, and reimbursement-of-litigation costs of \$16,710.00 to Plaintiff's Counsel are fair,
15 reasonable, and adequate, and orders that Settlement Administrator distribute these payments to
16 Plaintiff's Counsel within twenty (20) calendar days of the date this Order is entered, as provided
17 for in the Settlement Agreement.

18 10. The Court finds that a PAGA representative Service Award Payment of \$5,000 to
19 Plaintiff is fair and reasonable in recognition of the contributions she has made and the risks she
20 undertook on behalf of the Aggrieved Employees and the State of California, and orders that the
21 Settlement Administrator distribute this payment to Plaintiff within twenty (20) calendar days of
22 the date this Order is entered, as provided for in the Settlement Agreement.

23 11. The Court finds that Settlement Administrator fees and expenses in the amount of
24 \$3,990.00 are reasonable, fair and adequate, and orders that Settlement Administrator distribute
25 this payment to Phoenix Settlement Administrators within twenty (20) calendar days of the date
26 this Order is entered, as provided for in the Settlement Agreement.

27 12. The Court finds that the payment to the State of California Labor and Workforce
28 Development Agency ("LWDA") in the amount of \$36,107.50 (representing 65% of the PAGA

1 civil penalties under Labor Code § 2699(i)) is fair, adequate, and reasonable, and orders that
2 payment be made to the LWDA as provided for in the Settlement Agreement.

3 13. The Court approves the limited scope of the PAGA Release, contained in the
4 Settlement Agreement. Following entry of this Order and Final Judgement, Plaintiff and the
5 Aggrieved Employees will release Defendant Professional Exchange Services Corporation
6 (“Released Parties”) from any and all claims for civil penalties alleged in the LWDA Notice to
7 the LWDA and in the Second Amended Complaint, and any other claims for civil penalties based
8 on the facts pled in those documents, including but not limited to: (1) Minimum Wage Violations;
9 (2) Failure to Pay All Overtime Wages; (3) Meal Period Violations; (4) Rest Period Violations;
10 (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Unfair Competition; and (8)
11 Failure to Reimburse for Necessary Business Expenses (“PAGA Released Claims”). This release
12 covers all such claims arising during the PAGA Period. The release is limited to claims for civil
13 penalties under PAGA and does not release the individual claims of the Aggrieved Employees.

14 14. All individual claims of Plaintiff, both known and unknown, related in anyway to
15 her employment or her compensation while employed by Defendant are hereby released,
16 including but not limited to all wage claims and/or claims of alleged violations of the Labor Code.

17 15. Upon entry of this Final Order and Judgement and full payment of the Gross
18 Settlement Amount, Plaintiff and the Aggrieved Employees will be forever barred from pursuing
19 any and all of the PAGA Released Claims that arose during the PAGA Period against the Released
20 Parties.

21 16. Without affecting the finality of this Final Order and Judgement in any way, the
22 Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms
23 of the Settlement Agreement.

24 **IT IS SO ORDERED.**

25
26
27 Dated: 12/17, 2025

28 
Honorable John D. Freeland,
Judge of the Superior Court