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Attorneys for Plaintiff Michael Thompson, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAR 22 2022

DAVID H. YAMASAKI, Clerk of the Court

BY:_____,DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MICHAEL THOMPSON, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

MESA MANAGEMENT, INC., a California corporation, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: 30-2020-01150629-CU-OE-CXC

Assigned to Judge James Di Cesare, Dept. C16

~~[AMENDED PROPOSED]~~ ORDER AND JUDGMENT APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, AWARDING ATTORNEYS' FEES, COSTS, SERVICE AWARD PAYMENT, AND REIMBURSEMENT OF SETTLEMENT ADMINISTRATION EXPENSES

Date: March 11, 2022
Time: 9:30 a.m.
Dept.: C16

Reservation Number: 73655002

Complaint Filed: July 7, 2020

Plaintiff Michael Thompson's ("Plaintiff") Unopposed Motion for an Order and Judgment: (1) granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) ("PAGA") set forth in the parties' Private Attorneys General Act (Labor Code § 2698 *et seq.)* Settlement Agreement ("Settlement Agreement"); (2) appointing ILYM Group, Inc. and approving payment of its fees not to exceed $5,000 from the Gross Settlement Amount; (3) directing disbursement of the Gross Settlement Amount pursuant to the terms of the Settlement Agreement; (4) directing payment of attorneys' fees and litigation costs from the Gross Settlement Amount in the amount of $94,805.62 to Plaintiff's counsel; and (5) directing payment of a service award payment from the Gross Settlement Amount in the amount of $7,500 to Plaintiff came on for hearing before this Court in Department C16, Michael Galvin, Esq. presiding, on March 11, 2022. Appearances were noted on the record.

Having reviewed the Settlement Agreement and duly considered the parties' papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement (ROA 60).

2. This Court has jurisdiction over the claims of the PAGA Employees and the State of California asserted in this proceeding and over all parties to the Action.

3. The Court finds that the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law. The Court finds that the Gross Settlement Amount of $250,000 represents a fair compromise of the claims alleged in the Action, considering the maximum potential value of the claims asserted and the risks inherent in further litigation.

4. The Court has considered the authorities and evidence presented by Plaintiff and based thereon hereby approves the following awards and deductions from the Gross Settlement Amount:

a. To Plaintiff's counsel, Gaines & Gaines, APLC, an award of $83,333.33 in attorneys' fees and $11,472.29 in reimbursement of litigation costs. The Court finds that these amounts are fair and reasonable and commensurate with applicable California law.

b. To Plaintiff Michael Thompson, a service award payment of $5,000. The Court finds that the service provided by Plaintiff in the action justifies this payment.

c. To ILYM Group, Inc., the settlement administrator, a payment of up to $5,000 to administer the Settlement through its conclusion, including disbursement of the Gross Settlement Amount and all tax reporting associated therewith.

5. The amount remaining of the Gross Settlement Amount following these deductions is the Net Settlement Amount of approximately $145,194.38. The Net Settlement Amount shall be distributed 75% to the Labor and Workforce Development Agency and 25% to the PAA Employees.

6. The revised Notice attached as **Exhibit A** will be sent to the PAGA Employees.

7. Upon entry of this Order and Judgment, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

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8. Judgment is hereby entered consistent with the Settlement Agreement. The Court retains jurisdiction over of the Action and the Parties to construe, interpret, implement, and enforce the Settlement Agreement and this Order and Judgment.

IT IS SO ORDERED.

Dated: 03-22-2022

MICHAEL GALVIN, ESQ.
TEMPORARY JUDGE OF THE
SUPERIOR COURT

EXHIBIT A

NOTICE PAGA SETTLEMENT AND RELEASE OF CLAIMS

Thompson v. Mesa Management, Inc.
Orange County Superior Court Case No. 30-2020-01150629-CU-OE-CJC

As a current or former non-exempt hourly employee of Mesa Management, Inc. from May 2, 2019, through August 30, 2021 you may be entitled to receive money from a Private Attorneys General Act action settlement.

The California Superior Court, County of Orange, authorized this Notice.
This is not a solicitation by a lawyer. You are not being sued.

[XXXX: <<XXXX ID>>
<<Name>>
<<Address1>>
<<City>>, <<State>> <<Zip Code>>

Please provide current address (if different) here:

_____
_____
_____

PLEASE READ THIS NOTICE CAREFULLY.

The Orange County Superior Court (the "Court") has approved a settlement in *Thompson v. Mesa Management, Inc.*, Orange Superior Court Case No. 30-2020-01150629-CU-OE-CJC, filed by Michael Thompson on behalf of himself and all other aggrieved employees (the "Settlement"). As discussed below, the settlement will result in payments to current and former non-exempt employees who worked for Mesa Management, Inc. in California at any time from May 2, 2019, through August 30, 2021. The Settlement resolves all claims for civil penalties alleged in the Action, but specifically excludes claims for unpaid wages.

Definitions

When used in this Notice, the following terms have the following meanings:

"Action"	*Thompson v. Mesa Management, Inc.*, Orange County Superior Court Case No. 30-2020-01150639-CU-OE-CJC.
"Plaintiff"	Michael Thompson
"Covered Period"	May 2, 2019 through August 30, 2021
"Compensable Pay Periods"	The number of pay periods during which the PAGA Employee(s) worked for Defendant in California during the Covered Period.
"Defendant"	Mesa Management, Inc.
"LWDA"	The California Labor Workforce Development Agency ("LWDA")
"Individual Settlement Share Payment"	A share of the Net Settlement Amount from settlement fund that will be made to a PAGA Employee on a pro rata basis, based upon the number of pay periods worked during the Covered Period
Parties	Plaintiff and Defendant collectively
"PAGA"	The Labor Code Private Attorneys General Act, California Labor Code sections 2698 *et seq.*
"PAGA Employee(s)"	Individuals who worked for Defendant in California as an hourly or non-exempt employee at any time during the Covered Period.
PAGA Employees Counsel	Gaines & Gaines, APLC
"Settlement Administrator"	[XXXX], <<mailing address>>

INFORMATION

1. *Why did you get this Notice Package?*

Defendant's records indicate that you are a PAGA Employee as defined above. As a PAGA Employee, you are eligible to receive the enclosed Individual Settlement Share Payment based on the number of Compensable Pay Periods that you worked for Defendant in California during the Covered Period and you are bound by the release of claims described in this Notice and in the Settlement Agreement filed with the Court.

2. *What is this lawsuit about?*

In the Action, Plaintiff alleges on behalf of himself and the PAGA Employees that Defendant violated provisions of the California Labor Code giving rise to civil penalty liability under PAGA for (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to authorize and permit rest periods; (5) failure to timely pay all wages to terminated employees; and (5) failure to furnish accurate itemized wage statements, and for attorneys' fees and costs.

Defendant denies all liability arising from any of the Action and is confident it has strong legal and factual defenses to Plaintiff's claims. Defendant contends that, at all relevant times, Defendant properly compensated all employees and fully complied with all applicable laws. Defendant also denies that the Action is appropriate to maintain as a representative action.

3. *Why is there a settlement?*

The parties disagree on the probable outcome of the case with respect to viability of the claims asserted on behalf of the PAGA Employees, liability, damages, and how much money could be recovered if Plaintiff won at trial. Defendant believes that the Plaintiff would not prevail if this case went to trial and adamantly denies any and all liability. **The Court has not decided in favor of the Plaintiff or Defendant.** There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial, yet PAGA Employees are still entitled to receive payments. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Plaintiff and PAGA Employees' Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the PAGA Employees.

4. *Who is affected by this PAGA Settlement?*

The Court has approved, for settlement purposes only, the following PAGA Settlement Group:

> "All individuals who worked for Defendant in California as an hourly or non-exempt employee at any time during the Covered Period of May 2, 2019 through August 30, 2021."

You were sent this Notice because you have a right to know about the Court approved Settlement, including your legal rights and what benefits are available to you. The check that accompanies this Notice has been authorized by the Court.

5. *What are the Settlement terms?*

Under the Court approved Settlement, Defendant has paid $250,000.00 to fully and finally resolve all claims in the Action (the "Gross Settlement Amount"). The amount to be distributed to PAGA Employees and the Labor and Workforce Development Agency from the settlement (the "Net Settlement Amount") will be the Gross Settlement Amount, minus the following amounts: (a) payment to the Settlement Administrator for administration fees and cost ($5,000); (b) payment to the Plaintiff of an Enhancement Payment ($5,000); (c) payment to PAGA Employees' Counsel of attorneys' fees ($83,333.33); and (d) payment to PAGA Employees' Counsel of Plaintiff's litigation costs ($11,472.29). The actual amounts allocated to attorneys' fees, litigation costs, the enhancement payment, the Settlement Administrator's fees and costs, and the PAGA Allocation have been approved by the Court.

6. *How were Individual PAGA Settlement Payments calculated?*

The Net Settlement Amount has been distributed to the LWDA and to the PAGA Employees. In accordance with California law, 75 percent of the Net Settlement Amount (or $108,895.79) will be paid to the LWDA and the remaining 25 percent of the Net Settlement Amount (or $36,298.59) will paid to the PAGA Employees on a pro-rata basis based on the number of pay periods each PAGA Employee worked for Defendant in California during the Covered Period.

Each Individual Settlement Share Payment will be allocated as 100 percent miscellaneous income and reported to state and federal taxing authorities by the Settlement Administrator using Form 1099-MISC. Any taxes owed on the Settlement Share Payment will be the responsibility of the PAGA Employees receiving these payments.

7. What happens to Unclaimed and Uncashed Checks?

All checks for Individual Settlement Share Payments will remain valid and negotiable for one hundred and eighty (180) days from the date of issuance and shall thereafter automatically be void if not cashed. Any Individual Settlement Share Payment that is not cashed by a PAGA Employee within 180 days of issuance will be transmitted by the Settlement Administrator to the California State Controller's Office for Unclaimed Property in the name of each check recipient who failed to cash his or her check prior to the void date. The Settlement Administrator will also void any tax documents issued to the PAGA Employees who did not cash their checks within 180 days of issuance. In such event, the PAGA Employees will nevertheless remain bound by the terms of the Settlement.

Neither the Parties nor attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. PAGA Employees should consult with their own tax advisors concerning the tax consequences of the Settlement. PAGA Employees' Counsel, Defendant's counsel, the Settlement Administrator, and the Court are unable to offer advice concerning the state or federal tax consequences of payments to any PAGA Employees.

8. What claims are being released by PAGA Employees?

The Court has approved the Parties Settlement Agreement. By Operation of the Settlement terms, Plaintiff, all PAGA Employees, and the LWDA fully release and discharge the Released Parties of and from all Released Claims which accrued during employment by Defendant in California in a non-exempt position during the Covered Period.

(a) **Identity of Released Parties.** The Released Parties are Defendant, and each of its former and present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, attorneys, officers, directors, shareholders, owners, trustees, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities (collectively "Released Parties").

(b) **Released Claims**. The Released Claims are all claims, demands, rights, liabilities, penalties, fees, and causes of action under PAGA, including under Labor Code sections 558 and/or 2698 *et seq.*, predicated on any Labor Code violations alleged in the operative Complaint (which include Labor Code section 201, 202, 226, 226.3, 226.7, 510, 1194, 1194.2, and all claims under the governing Wage Order) or that could have been alleged in the operative Complaint based on the facts, policies, practices, occurrences, or acts alleged in the operative Complaint, or that are based on any alleged failure to pay minimum, regular, or hourly wages, and/or alleged off-the-clock work; failure to pay overtime wages or accurate overtime wages; failure to provide rest periods or pay rest period premiums, failure to pay timely wages during employment or upon separation; failure to provide accurate and/or complete wage statements; failure to maintain records. No underlying Labor Code or other claims other than those asserted under PAGA shall be released by the PAGA Employees including those of Plaintiff Thompson, whose release shall be the same as all other PAGA Employees.

9. Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

PAGA Employees' Counsel
GAINES & GAINES, APLC
DANIEL F. GAINES
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Defendant's Counsel
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Facsimile: (949) 854-7099

10. *How to get additional information?*

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of PAGA Settlement. The Joint Stipulation of PAGA Settlement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Orange Superior Court. Because of the Orange County Superior Court's COVID-19 pandemic procedures, in order to view documents filed in the lawsuit, PAGA Employees may be required to make an appointment with the Court. You may also call the Settlement Administrator toll free at [XXX].

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.