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

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

DECLARATION OF DANIEL F. GAINES IN SUPPORT OF UNOPPOSED MOTION FOR AN 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 4, 2022
Time: 9:30 a.m.
Dept.: C16

Reservation Number: 73655002

Complaint Filed: July 7, 2020

I, DANIEL F. GAINES, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Michael Thompson ("Plaintiff" or "Thompson") in this action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

Counsel's Experience and Recommendation:

2. I obtained my BS degree from the University California at Berkeley in 2003. I majored in Business Administration at the Haas School of Business.

3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

4. Since becoming a member of the Bar, I have practiced law with my father, Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an emphasis in business, real estate, and employment disputes like this one. Over 95% of my practice is devoted to complex employment litigation similar to the instant action.

5. My firm has represented employees in complex employment matters such as this one, with an emphasis in wage and hour issues. I have participated in and have been certified as Court-approved class and representative counsel in hundreds of class and representative action matters since my admission to the Bar. Attached hereto as **Exhibit A** is a true and correct list of the cases in which I have represented employees in wage and hour matters and been appointed as class and representative counsel.

Background and Procedural History

6. Defendant Mesa Management, Inc. ("Defendant") is a full-service management company with over 40 years of experience in property management services. Defendant specializes in multi-family communities, senior communities and commercial retail/office sites across California, including eight properties in California.

7. Plaintiff worked as a non-exempt Maintenance Supervisor (in training) from September, 2017 through November 2019 at Defendant's Park Mesa Villas apartment complex in Costa Mesa, California, Brooklake apartment complex in La Habra, California, and Emerald Isle apartment complex in Placentia, California. Plaintiff is acting as a representative plaintiff under the PAGA on behalf of himself and PAGA Employees.

8. Plaintiff asserts claims that Defendant failed to properly compute non-base hourly wages, including rental credits, earned by Plaintiff and other PAGA Employees who lived in apartments on Defendants' premises, into the regular rate of pay for purposes of calculating and paying overtime at the correct rates, in violation of Labor Code §§ 510, 558 and 1194; failed to pay Plaintiff and other PAGA Employees all wages due, in violation of Labor Code §§ 510, 558 and 1194 and IWC Wage Order 5-2001; failed to pay premium wages to Plaintiff and PAGA Employees who were denied rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 5-2001; failed to provide Plaintiff and PAGA Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a); and failed to timely pay Plaintiff and certain PAGA Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. Plaintiff asserts these claims under PAGA, seeking civil penalties for the alleged Labor Code violations.

9. Plaintiff exhausted the PAGA on or about March 23, 2020, when he submitted a letter by online submission to the Labor & Workforce Development Agency ("LWDA") and by certified mail to Defendant outlining the facts and theories underlying his claims. A true and correct copy of the March 23, 2020 letter to the LWDA is attached hereto as **Exhibit B.**

10. Plaintiff then filed his PAGA representative complaint on July 7, 2020 in the Orange County Superior Court on behalf of himself and other PAGA Employees seeking penalties pursuant to PAGA for Defendant's violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 558, and 1194. On or about September 10, 2020, Defendant filed its Answer to Plaintiff's complaint.

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Compliance with Procedural Requirements of PAGA:

11. Concurrently with the filing of this Motion, Plaintiff submitted the Settlement Agreement, together with this Motion and all supporting documents, to the LWDA via online upload on December 16, 2021. Service of the LWDA is reflected on the Declaration of Service submitted herewith.

Counsel's Diligence In Advance of, and In Connection With, Settlement Negotiations:

12. My office engaged in informal discovery of Defendant's alleged Labor Code violations, which specifically targeted evaluating the strength and value of the PAGA claims in preparation for a resolution of this Action.

13. My office obtained and reviewed multiple documents, including (i) Plaintiff's employee file and wage statements, (ii) policy documents relating to the employment of Plaintiff and other PAGA Employees, and (iii) data relating to the number of alleged violations and the value of the recoverable penalties.

14. Based on the information received, as well as through discussions with Defendant's Counsel, my office was able to (i) determine the total number of distinct individuals falling within the definition of "Aggrieved/PAGA Employee" for the relevant statutory period, and (ii) construct a damage model that calculated the maximum realistic amount of PAGA penalties that could be levied against Defendant within the Covered Period. Defendant, however, disputed Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff.

15. Based on our experience in litigating similar "representative" wage and hour claims, the degree of investigation that was conducted, and the amount of data that was obtained, my colleagues and I were able to determine the potential value of the PAGA claim, and to evaluate the strength of this claim for purposes of settlement.

16. On August 30, 2021, the Parties participated in a mediation session with respected mediator Todd A. Smith, Esq. During the mediation, the parties engaged in arm's-length negotiations. At the conclusion of the mediation, Mr. Smith successfully brought the parties to agree on a resolution of the PAGA claims asserted in the action.

Settlement Terms:

17. The Parties jointly prepared and executed the Settlement Agreement. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit C**. The Settlement Agreement sets forth the terms of the Settlement reached by the Parties, including the following key points:

18. Defendant agrees to settle this matter for the payment of Two Hundred Fifty Thousand Dollars ($250,000) (hereinafter the "Gross Settlement Amount"), which shall be all inclusive, encompassing (i) all payments to the Labor and Workforce Development Agency and PAGA Employees, (ii) any and all costs of third-party administration of the settlement, (iii) Plaintiff's Counsel's attorneys' fees and costs of suit, and (iv) a service award payment to Plaintiff.

19. The total sum available for payment of PAGA penalties shall be calculated by deducting $94,805.62 for the payment of Plaintiff's Counsel's fees and costs ($83,333.33 in fees and $11,472.29 in costs), $7,500 to Plaintiff Thompson for his service award payment, and the costs of administration (up to $5,000) from the $250,000 Gross Settlement Amount, yielding approximately $142,694.48. Seventy-five percent (75%) of this amount, or $107,020.86, shall be distributed to the LWDA, and the remaining twenty-five percent (25%) or $35,673.62, shall be distributed to the approximately 100 PAGA Employees.

20. All 100 PAGA Employees will receive a pro rata share of the $35,673.62, which shall be distributed based on the number of Compensable Pay Periods each PAGA Employee worked for Defendant in California during the Covered Period. Although these calculations will not be made until after approval, a rough estimation of the value to the 100 individuals falling within the definition of "PAGA Employee" may be gleaned from the fact that an equal division would provide about $356.74 to each PAGA Employee, net of payments to the LWDA, to the Settlement Administrator, attorney's fees and costs.

21. All employees that performed work for Defendant during the Covered Period will receive a pro rata share of the $35,673.62 allocated to Aggrieved Employees, which shall be

distributed based on the number of pay periods each Aggrieved Employee worked for Defendant in California during the Release Period.

22. This case addresses alleged violations of important employee protections embodied in the California Labor Code – namely, that Defendant failed to properly compute non-base hourly wages, including rental credits, earned by Plaintiff and other PAGA Employees who lived in apartments on Defendants' premises, into the regular rate of pay for purposes of calculating and paying overtime at the correct rates, in violation of Labor Code §§ 510, 558 and 1194; failed to pay Plaintiff and other PAGA Employees all wages due, in violation of Labor Code §§ 510, 558 and 1194 and IWC Wage Order 5-2001; failed to pay premium wages to Plaintiff and PAGA Employees who were denied rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 5-2001; failed to provide Plaintiff and PAGA Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a); and failed to timely pay Plaintiff and certain PAGA Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. Defendant's maximum theoretical exposure in this action, without stacking potentially duplicative and oppressive penalties, totals approximately $343,000, which is computed by multiplying 3,430 pay periods by $100 each, PAGA's default penalty.

23. Defendant contends it acted within the requirements of California law at all times as to all PAGA Employees. It further contends that not every pay period at issue involved an alleged Labor Code violation subject to civil penalties. Moreover, it maintained that even if the Court did award penalties, the Court could and would *substantially* reduce the penalties awarded based on the discretionary factors contained in Labor Code § 2699(e)(2).

24. Based on these disputes, which had the potential to completely eliminate Plaintiff's recovery, the range of realistic "litigation outcomes" on the Plaintiff's PAGA claim was defined by a "maximum possible liability" amount of approximately $343,000 based on 3,430 pay periods in the Covered Period, without stacking claims, at $100 per violation, and a net-zero recovery based on the defenses asserted by Defendant. Notwithstanding the existence of

such issues, the Settlement achieves a significant benefit. As such, this factor weighs very heavily in favor of resolution by way of the compromise set forth in the Settlement.

Attorneys' Fees:

25. The results achieved by my office are significant, as Defendant has agreed to pay $250,000 pursuant to the Settlement. This is a significant recovery given the risk of success in obtaining any recoverable penalties.

26. Such results were achieved in the face of significant risks. Defendant maintained defenses to Plaintiff's PAGA claims that very well could have resulted in a net-zero recovery at trial.

27. Notwithstanding this risk of loss, my office undertook representation of the instant PAGA claim for the benefit of the State of California on a contingency basis. This not only required my office to personally assume the risk of nonpayment in securing the very substantial financial benefit the State of California stands to receive, but constitutes a "loan" on my office's services – both of which are factors warranting fee enhancement under applicable California Supreme Court authority.

28. My office's fee request of $83,333.33 (one-third of the Gross Settlement Amount) is fair and reasonable based on a percentage of the recovery, and as well as when confirmed with a lodestar cross-check. This is also consistent with my offices' experience in similar wage and hour class action matters. Based on a projected final lodestar of $59,985, this yields a multiplier of 1.38 over the $83,333.33 fee request. A true and correct copy of a time/task chart summarizing all the legal work completed by my firm in this action is attached hereto as **Exhibit D**.

29. As detailed in the first few paragraphs of this declaration, I have practiced law in California since 2007 and most of that time has been dedicated exclusively to representing employees in wage and hour matters, many of which have been litigated and resolved in the PAGA and class action contexts. My reasonable hourly rate is $650; this rate has been approved by judges in this Court and throughout Southern California over the past year.

30. Mr. Katofsky is a highly skilled and experienced litigator with 21 years of experience. He earned his J.D. in 1999 from the University of the Pacific McGeorge School of

Law. His hourly rate of $700 reflects his extensive experience and education and comports to the market rate. This rate has been approved by the Orange and Los Angeles County Superior Courts over the past year.

31. Ms. Ardestani, formerly with the firm until November, 2021, is a ten-year lawyer with experience in litigation matters, including employment law and class and representative actions. She is a 2004 graduate of University of California, Los Angeles (B.A.), a 2009 graduate of Whittier School of Law (J.D.), and a 2010 graduate of Santa Clara School of Law (L.L.M.). Her hourly rate of $550 reflects her extensive experience and education and comports to the market rate. This rate has been approved by the Orange and Los Angeles County Superior Courts over the past year.

32. Mr. Evan S. Gaines is a 2012 graduate of Michigan State University College of Law. He graduated from the University of California, Santa Barbara in 2005. Evan has substantial experience litigating wage and hour cases in California. His proffered hourly rate of $550 has been approved by the Orange and Los Angeles County Superior Courts over the past year.

33. Representative action work also requires specialized learning and the willingness to take large risks. Plaintiffs' counsel has extensive experience in wage and hour representative action litigation, particularly in the employment context, as detailed herein.

34. Furthermore, as described above, the PAGA Employees and the State of California reaped significant benefits. The success achieved by the Settlement supports my firm's fee request.

35. A small firm like ours can only properly litigate a limited number of cases at one time. The requirements of this case were significant. Had we not reached a settlement with Defendant; the demands of this case would have required a significant portion of our resources. We were precluded from taking other employment cases due to the demands of litigating this case.

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Counsel's Costs:

36. My firm's total costs are $11,472.29 and include, among other expenses, mediation fees and expert analysis fees. A true and correct copy of an itemized list of costs incurred by my firm in this action is attached hereto as **Exhibit E.** These costs were reasonably incurred in litigating this matter.

Plaintiff Thompson's Service Award Payment

37. The Parties have agreed that Plaintiff Thompson will be paid a service award payment in the amount of $7,500. This payment is intended to recognize both the time and effort that Plaintiff Thompson spent on behalf of other PAGA Employees and the State.

38. Without Plaintiff's efforts, there would be no recovery at all. The requested award is appropriate to compensate Plaintiff Thompson for the risk and expense he incurred in conferring a benefit on other of Defendant's employees and the State of California.

39. As a result of Mr. Thompson's efforts, PAGA Employees will receive monetary settlement payments totaling approximately $35,673.62 in the aggregate, and the State of California will receive approximately $107,020.86 to be put toward education about and enforcement of California's labor laws.

40. In this case, Plaintiff Thompson performed the following tasks, among others: (1) assisted Counsel in investigating and substantiating the claims alleged in this action, including multiple interviews with counsel to review facts, documents, and Defendant's policies; (2) assisted in the preparation of the complaint in this action; (3) produced evidentiary documents to Counsel; and (4) assisted in the settlement of this litigation.

41. In addition, as with any plaintiff who files a civil action, Mr. Thompson undertook the financial risk that, in the event of a judgment in favor of Defendant in this action, he could have been personally responsible for any attorneys' fees and costs awarded in Defendant's favor.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 15th day of December 2021 at Calabasas, California.

Daniel F. Gaines
DANIEL F. GAINES

EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277 DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CVIDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquistion, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

GAINES & GAINES
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CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985
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April 1, 2020

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

Mesa Management, Inc.
1451 Quail Street, Suite 201
Newport Beach, CA 92660 Defendant mailed certified # 70190700000201196410

Agent for Service of Process for Mesa Management, Inc.
James C. Gianulias
1105 Quail Street
Newport Beach, CA 92660 Agent mailed certified # 70190700000201196403

Re: ***Labor Code Violations of Mesa Management, Inc. – Compliance Letter of California Labor Code § 2698, the Private Attorneys General Act of 2004***

Dear LWDA:

This office represents Michael Thompson, a former California employee of Mesa Management, Inc. ("Defendant"). We write this letter in compliance with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees ("Aggrieved Employees").

Our client alleges that Defendant failed to properly compute non-base hourly wages, including rental credits, earned by our client and other Aggrieved Employees who lived apartments on Defendant's premises into the regular rate of pay for purposes of calculating and paying overtime at the correct rates, in violation of Labor Code §§ 510 and 1194. Defendant failed to properly blend rental credits (non-base hourly wages) and instead paid our client and other Aggrieved Employees overtime based *only* on the base hourly rate of pay, thus depriving our client and other Aggrieved Employees of all overtime wages earned. Furthermore, Defendant would require our client and other Aggrieved Employees to clock out at the conclusion of their shift and continue working, thereby depriving them of all minimum and overtime wages due, in violation of Labor Code §§ 510, 558, 1194 and 1194.2.

Our client claims that Defendant failed to pay him and other Aggrieved Employees all wages due, in violation of Labor Code §§ 510, 558, 1194 and 1194.2 and IWC Wage Order 5-2001. Defendant required our client and other Aggrieved Employees to be on-call during the weekend and were required to respond to any tenant call or maintenance request immediately. An employer is

obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer, and this includes all the time the employee is suffered or permitted to work, whether or not required to do so. When our client and other Aggrieved Employees were on-call, they were under the control of Defendant and were required to be compensated for all hours worked. Defendant, however, failed to do so, in violation of Labor Code §§ 510, 558, 1194 and 1194.2 and IWC Wage Order 5-2001, section 5.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 5-2001. Our client and all other Aggrieved Employees were routinely not authorized and unable to take an off-duty 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. This violates Labor Code §§ 226.7 and 558 and IWC Wage Order 5-2001.

Our client further alleges that Defendant failed to provide him and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code §§ 226(a)(5) and 22.63.

Our client further alleges that Defendant failed to pay him all wages due at the separation of his employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202.

The $75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By : _____
EVAN S. GAINES

EXHIBIT C

DocuSign Envelope ID: 57838119-981B-4C97-811F-8E040BEC5E64

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Attorneys For Michael Thompson, on behalf of himself and all "aggrieved employees" pursuant to labor code § 2698 et seq.,

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Attorneys for Defendant
MESA MANAGEMENT, INC.

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

MICHAEL THOMPSON, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq., Plaintiffs, vs. MESA MANAGEMENT, INC., a California corporation, and DOES 1 through 10, inclusive, Defendants.	CASE NO.: 30-2020-01150629 DEPT.: C16 JUDGE: James J. Di Cesare **JOINT STIPULATION OF PAGA SETTLEMENT** FILE DATE: June 7, 2020 TRIAL DATE: No Date Set

JOINT STIPULATION OF PAGA SETTLEMENT

This Joint Stipulation of PAGA Settlement is made and entered into by and between Plaintiff Michael Thompson ("Plaintiff" or "Thompson"), on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq., and Defendant Mesa Management, Inc. ("Defendant" or "Mesa") in the action entitled *Thompson v. Mesa Management, Inc.*, Orange County Superior Court Case No. 30-2020-01150629-CU-OE-CJC (the "Action"). Plaintiff and Defendant (collectively, the "Parties") agree that the Action will be settled on the terms and conditions set forth in this Settlement Agreement, subject to the Court's approval pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means the representative action entitled *Thompson v. Mesa Management, Inc.*, Orange County Superior Court Case No. 30-2020-01150629-CU-OE-CJC.

2. "PAGA Employee(s)" means all individuals who worked for Defendant in California as an hourly or non-exempt employee at any time during the Covered Period (May 2, 2019 –August 30, 2021).

3. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties in the Actions and approved by the Court, not to exceed one third (i.e., $83,333.33) of the Gross Settlement Amount, and all litigation costs not to exceed $15,000 incurred and to be incurred by Plaintiff's Counsel in the Action up through the date judgment is entered.

4. "Compensable Pay Periods" means the number of pay periods during which the PAGA Employees worked for Defendant in California during the Covered Period.

5. "Complaint" means the Complaint filed by Thompson on July 7, 2020 in the Action.

6. "Court" means the Superior Court of the State of California for the County of Orange, or any other Court exercising jurisdiction over the Actions.

7. "Covered Period" means the period from May 2, 2019 through August 30, 2021.

8. "Defendant" means Defendant Mesa Management, Inc.

9. "Defendant's Counsel" means Newmeyer Dillion LLP,

10. The "Effective Date" will be the date the Court signs the Order Granting Final Approval of the PAGA Settlement Agreement under Labor Code section 2699.

11. "Enhancement Payment" means the amount not to exceed Seven Thousand Five Hundred Dollars ($7,500.00) to be paid to Plaintiff in recognition of his work, risks and efforts in prosecuting the Action. The Enhancement Payment is separate and apart from any money Plaintiff is entitled to receive as an Aggrieved Employee.

12. "List of PAGA Employees" means a complete list of all PAGA Employees that Defendant will provide to the Settlement Administrator in an electronic database. The List of PAGA Employees will contain the PAGA Employees' names, last known addresses and telephone numbers, Social Security numbers, and the number of Compensable Pay Periods each Aggrieved Employee worked during the Covered Period. This information will otherwise remain confidential and will not be disclosed to anyone, including Plaintiff or Plaintiff's Counsel, except in order to carry out the reasonable efforts of the Settlement Administrator to issue payments to the PAGA Employees, or pursuant to Defendant's express written authorization, or by order of the Court. This information is for the Settlement Administrator's eyes only (including the Settlement Administrator's staff), and shall be subject to the mediation privilege in Evidence Code sections 1115 through 1128. Defendant will provide to Plaintiff's Counsel, and the Settlement Administrator will confirm, the total number of PAGA Employees and the total number of Compensable Pay Periods worked by each of them.

13. "Gross Settlement Amount" means the non-reversionary sum of Two Hundred Fifty Thousand Dollars ($250,000.00), to be paid by Defendant in full satisfaction of all Released Claims arising from the Action, which includes all Settlement Share Payments to the PAGA Employees, Attorneys' Fees and Costs to Plaintiff's Counsel, the Service Award Payment, the LWDA Payment, and Settlement Administration Costs to the Settlement Administrator.

14. "LWDA Payment" means the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA,

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equal to 75% of the Net Settlement Amount.

15. "Net Settlement Amount" means that portion of the Gross Settlement Amount that is available for distribution of the LWDA Payment and as Settlement Shares Payments to the PAGA Employees after deduction of the Court-approved Enhancement Payment, Settlement Administration Costs, and Plaintiff's Attorneys' Fees and Costs. The entire Net Settlement Amount will be distributed to the LWDA and PAGA Employees in payment of PAGA penalties. Seventy-five percent (75%) of the Net Settlement will be distributed to the LWDA and the remaining twenty-five percent (25%) will be distributed to PAGA Employees.

16. "Notice" means the Notice of PAGA Settlement, substantially in the form attached as Exhibit A.

17. "Parties" means Plaintiff and Defendant collectively.

18. "Plaintiff" means Michael Thompson.

19. "Plaintiff's Counsel" means Gaines & Gaines, APLC.

20. "Qualified Settlement Fund" of "QSF" means a fund to be set up by the Settlement Administrator for the benefit of the PAGA Employees.

21. "Released Claims" means 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.

22. "Released Parties" means 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.

23. "Settlement Agreement" means this Settlement Agreement.

24. "Settlement Share Payments" means the individual settlement payments paid to PAGA Employees from the 25% share of the Net Settlement Amount allocated to the PAGA Employees. The Settlement Share Payments shall resolve claims for civil penalties only. Accordingly, the payments to PAGA Employees will not be reduced by payroll tax withholdings and deductions; instead, the Settlement Administrator will issue to the PAGA Employees an IRS Form 1099 and its state and local equivalents with respect to each Settlement Share Payment, if required by law as determined by the Settlement Administrator.

25. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Aggrieved Employee, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein in order to process the Settlement, and as requested by the Parties. All of the costs, fees and expenses incurred by the Settlement Administrator in performing these functions will be paid and deducted from the Gross Settlement Amount. The Settlement Administration Costs will not exceed Five Thousand Dollars ($5,000.00).

26. "Settlement Administrator" means ILYM Group, Inc., which the Parties selected based on a competitive bid process. Appointment of the Settlement Administrator is subject to Court approval.

FACTUAL BACKGROUND

27. On April 1, 2020, Plaintiff provided written notice to the LWDA and to Defendant

alleging that Defendant violated Labor Code sections 201, 202, 226, 226.3, 226.7, 510, 558, 1194, 1194.2, and Industrial Welfare Commission Wage Order 5 (Wage Order 5) section 5.

28. On July 7, 2020, Plaintiff filed a representative action alleging Defendant violated the following sections of the California Labor Code: 510, 558, and 1194 (overtime violations); 558, 1194, and 1194.2 (unpaid minimum wages); 226.7 (rest period violations); 201, 202, (final pay violations); section 226(a) (required records violations); and 226 and 226.3 (wage statement violations).

29. Mesa denies any liability or wrongdoing of any kind, including but not limited to liability of wrongdoing that was alleged or could have been alleged in Plaintiff's Complaint. Defendant contends it complied at all times with the California Labor Code, the IWC Wage Orders, and any other applicable law.

30. The Parties agreed to submit to mediation before Todd Smith, a highly qualified mediator. Prior to mediation, Defendant voluntarily produced a representative sample of time and payroll records for the PAGA Employees and other data pertinent necessary to assess and analyze the size and scope of the PAGA Employees' claims.

31. On August 30, 2021, the Parties participated in a full-day mediation with Todd Smith, an experienced employment law mediator. The data and time and payroll records for the sample group of PAGA Employees that Defendant provided to Plaintiff enabled Plaintiff to analyze the law and facts relating to the claims asserted in the Action. Based on Plaintiff's investigation, informal discovery and taking into account the defenses that Defendant raised in connection with both liability and damages, the expense and time necessary to pursue the Action through trial, the risks and costs of further prosecution of the Action, the uncertainties of complex litigation and developing law, and the benefits that will accrue to the LWDA and the PAGA Employees, the Plaintiff and his counsel believe that a settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Plaintiff, the PAGA Employees and the LWDA.

32. Defendant denies liability. This Settlement Agreement will not be taken or construed as an admission or concession of any kind with respect to liability or any alleged

wrongdoing by Defendant in this Action or any other action.

TERMS OF SETTLEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

33. It is agreed by and between the Parties that the Action be settled and compromised as between Plaintiff, on behalf of himself and each and every PAGA Employee, Defendant and the Released Parties, subject to this Settlement Agreement's terms and conditions and the Court's approval.

34. Consideration.

In consideration for the releases and other terms and conditions provided herein, Defendant will pay the Gross Settlement Amount of Two Hundred Fifty Thousand Dollars ($250,000.00).

a. The Gross Settlement Amount will cover all Settlement Share Payments to the PAGA Employees, the LWDA Payment, the Enhancement Award Payment, Settlement Administration Costs, and Plaintiff's Counsel's Attorneys' Fees and Costs.

b. Defendant will not oppose or otherwise object to Plaintiff's application for Attorneys' Fees and Costs, and Service Award Payment, if such requests are made consistent with this Settlement Agreement.

35. Distribution of the Gross Settlement Amount.

The Gross Settlement Amount will be distributed as follows:

a. Service Award Payment. Plaintiff will receive no more than Seven Thousand Five Hundred Dollars ($7,500.00) as Service Award Payment, which shall be paid for his service in the Action.

b. Settlement Administration Costs. The actual costs of administration of no more than $5,000.00 will be paid to the Settlement Administrator.

c. Attorneys' Fees. Plaintiff's Counsel will be paid one-third (1/3) of the Gross Settlement Amount, i.e., estimated to be a total of Eighty-Three Thousand Three Hundred

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Thirty-Three Dollars and Thirty-Three Cents ($83,333.33), as reasonable attorneys' fees under PAGA. Plaintiff's Counsel will not seek or be entitled to any attorneys' fees and/or expenses or costs related to the claims encompassed by this Agreement, other than those specified in this Agreement.

d. Attorneys' Costs. Plaintiff's Counsel will be paid an amount not to exceed Fifteen Thousand Dollars ($15,000) as reasonable reimbursement of the costs it incurred to litigate the Action. Plaintiff's Counsel will not seek or be entitled to any attorneys' fees and/or expenses or costs related to the claims encompassed by this Agreement, other than those specified in the Agreement.

36. Breakdown of the Net Settlement Amount.

After payment of the Service Award Payment ($7,500), Settlement Administration Costs ($5,000.00), Attorneys' Fees ($83,333.33) and Attorneys' Costs ($15,000.00), the remainder of the Gross Settlement Amount (i.e., the "Net Settlement Amount") is approximately $139,166.67, and will be distributed as required by Labor Code section 2699(i), and in accordance with the terms of this Settlement Agreement, subject to the Court's approval as follows:

a. The LWDA will be paid seventy-five percent (75%) of the Net Settlement Amount, or approximately ($104,375.00) (i.e., the LWDA Payment).

b. The PAGA Employees will be paid twenty-five percent (25%) of the Net Settlement Amount, or approximately ($34,791.66) (i.e., the Settlement Share Payments).

37. Notice to PAGA Employees.

Following the Effective Date of this Agreement, the Settlement Administrator shall mail PAGA Employees the Notice, together with Settlement Share Payments.

38. No Right to Opt Out.

The Parties agree there is no statutory right for PAGA Employees to opt out from of or object to this Agreement.

39. Uncashed Checks.

Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be void and the unclaimed

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funds reissued to the California State Controller's Unclaimed Property Fund under the PAGA Employee's individual name.

40. Settlement Administration Costs.

The Parties have selected ILYM Group, Inc. to act as the Settlement Administrator. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet to the PAGA Employees; conducting a National Change of Address search and using other reasonable and cost-effective skip trace methods to locate any PAGA Employee whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Employee's new address; issuing the checks to effectuate the payments due under the Settlement, including to Plaintiff's Counsel and any tax authorities; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will also be responsible for establishing a qualified settlement fund ("QSF"). All Settlement Administration Costs approved by the Court will be paid out of the Gross Settlement Amount. If the actual settlement administration costs are less than $5,000.00, the difference will be reallocated by the Settlement Administrator to the Net Settlement Amount.

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41. Non-Approval of this Settlement Agreement.

If the Court should, for any reason, not approve any term of this Settlement Agreement, including the Gross Settlement Amount, then this Settlement Agreement will be considered null and void, and neither this Settlement Agreement, nor any of the related negotiations or proceedings, will be of any force or effect and will be inadmissible for any purpose in any proceeding, and all Parties will stand in the same position, without prejudice, as if this Settlement Agreement had been neither entered into nor filed with the Court.

42. Funding the Gross Settlement Amount and Timing of Payment.

Within fifteen (15) calendar days of the Effective Date, Defendant will pay the Gross Settlement Amount into the QSF. Within fifteen (15) calendar days thereafter, the Settlement Administrator will issue payments to: (a) PAGA Employees, together with the Notice; (b) the LWDA (i.e., the LWDA Payment); (c) Plaintiffs (i.e., the Enhancement Payment); (d) Plaintiff's Counsel (i.e. the Attorneys' Fees and Costs); and (e) itself (i.e., the Settlement

Administration Costs). Prior to mailing Notice and payments to the PAGA Employees, the Settlement Administrator will run all the PAGA Employees' addresses through the United States Postal Service National Change of Address database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information.

43. Invalidation.

Invalidation of any material portion of this Settlement Agreement will invalidate this Settlement Agreement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of this Settlement Agreement are to remain in full force and effect. This Settlement Agreement shall be binding on the Parties, the LWDA, and the PAGA Employees upon its approval by the Court.

44. Taxes.

All tax obligations, if any, which may arise from the payments set forth herein will be the sole obligation of the party receiving that payment. Plaintiff, Defendant and their respective counsel make no representations as to the tax consequences or characterization of the nature of any payment made pursuant to this Settlement Agreement. Defendant is not responsible for any tax consequences to Plaintiff or the PAGA Employees other than as set forth in this Settlement Agreement.

45. No Effect on Other Benefits.

The Settlement Share Payments will not trigger any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or the PAGA Employees.

46. Liens.

Plaintiff acknowledges that he is solely responsible for the resolution, waiver, satisfaction, and/or discharge of any equitable or contractual claims, subrogation claims or liens, known or unknown, past or future, asserted against the settlement proceeds to be paid to him from this Settlement Agreement by any person or entity that provided benefits or payments of any kind to Plaintiff. Plaintiff agrees to indemnify Defendant from and against any and all claims, judgments, or suits for any such claims, subrogation claims or liens.

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47. Release of Claims.

Upon the Court's approval of this Settlement Agreement, subject to Defendant's full payment of the Gross Settlement Amount, and except as to such rights or claims as may be created by this Settlement Agreement, 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.

48. Plaintiff's Released Claims.

Upon the Court's approval of this Settlement Agreement, subject to Defendant's full payment of the Gross Settlement Amount, and except as to such rights or claims as may be created by this Settlement Agreement, in consideration for receiving the Enhancement Payment, Thompson, on his own behalf and on behalf of his descendants, dependents, heirs, executors, administrators, assigns and successors, hereby covenants not to sue and acknowledges the full and complete satisfaction of and hereby releases, absolves and discharges the Released Parties with respect to and from all Released Claims.

49. Escalator Clause.

Plaintiff's acceptance of this Agreement is based on Defendant's representation that there are approximately 100 PAGA Employees who worked approximately 3,430 pay periods during the Covered Period. Should the total number of PAGA Employees or pay periods actually exceed these amounts by more than eight percent (8%), then the Gross Settlement Amount to be paid by Defendant shall increase proportionately by the same percentage. (For example, if the final number of pay periods is 9% greater than the amount represented, the PAGA Gross Settlement Amount will increase by 1%). The larger increase (PAGA Employees v. pay periods) shall control the percentage increase.

50. No Admission of Liability.

a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims and a bona fide dispute of allegedly unpaid sums. Nothing in this Agreement is intended or will be construed as an

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admission of liability or wrongdoing by Defendant. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

b. Whether or not the Effective Date occurs, nothing in this Agreement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as, offered or admitted in evidence as, received as, or deemed to be evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage.

c. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings.

ADDITIONAL PROVISIONS

51. Construction.

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this Settlement Agreement.

52. Choice of Law.

This Settlement Agreement will in all respects be interpreted, enforced and governed by and under the laws of the State of California.

53. Captions and Interpretations.

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

54. Modification.

This Settlement Agreement may not be changed, altered, or modified, except in a writing signed by counsel for all Parties. Any material changes, alternations, or modifications to the

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provisions of this Settlement Agreement must be approved by the Court.

55. Integration Clause.

This Settlement Agreement contains the entire agreement among the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or that Party's legal counsel, are merged herein. In entering into this Settlement Agreement, none of the Parties has relied on any representation or promise not expressly set forth in this Settlement Agreement.

56. Counterparts.

This Settlement Agreement may be executed in counterparts, and has the same force and effect as if all signatures were obtained in one document. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

57. Motion for Approval of Settlement; Order and Judgment.

Plaintiff shall promptly move the Court to approve this Agreement. In connection with such motion, the Parties shall ask the Court to enter an order approving the Settlement and enter judgment consistent with this Agreement.

58. Resolving Disputes over Settlement Agreement.

If there are any disputes regarding the terms of this Settlement Agreement which the Parties cannot resolve amongst themselves, they shall engage Todd Smith, Esq. to assist them.

59. Waiver of Right to Appeal.

Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, the Parties and their respective counsel hereby waive any and all rights to appeal the approval of the Settlement, and the Order therefore will become non-appealable at the time it is entered.

60. Court Retaining Jurisdiction and Enforcement of Settlement Agreement.

The Court will retain jurisdiction over the Parties and this Settlement Agreement and this Settlement Agreement will be enforceable pursuant to Code of Civil Procedure section 664.6 and

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as otherwise allowed by law.

61. Neither Plaintiff nor Plaintiff's Counsel will issue any press or other media releases or have communication with the press or media or anyone other than Plaintiff, other PAGA Employees, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. This Settlement and any motion made with the Court to approve it shall be concurrently submitted to the Court and the LWDA by Plaintiff's Counsel. Any order which approves or denies approval to this Settlement shall be promptly submitted to the LWDA by Plaintiff's Counsel, as required by PAGA.

Dated: November 9, 2021

DocuSigned by:
By: 486672047 9A5451...
Michael Thompson

Dated: _____, 2021

MESA MANAGEMENT, INC.

By: _____

Its _____

Approved as to form and attorney obligations:

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as otherwise allowed by law.

61. Neither Plaintiff nor Plaintiff's Counsel will issue any press or other media releases or have communication with the press or media or anyone other than Plaintiff, other PAGA Employees, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. This Settlement and any motion made with the Court to approve it shall be concurrently submitted to the Court and the LWDA by Plaintiff's Counsel. Any order which approves or denies approval to this Settlement shall be promptly submitted to the LWDA by Plaintiff's Counsel, as required by PAGA.

Dated: _____, 2021

By: _____
Michael Thompson

Dated: _____, 2021

MESA MANAGEMENT, INC.

By: _____

Its _____

Approved as to form and attorney obligations:

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Dated: Nov. 9, , 2021

GAINES & GAINES, APLC

By: _____
Daniel F. Gaines,
Alex P. Katofsky
Evan S. Gaines
Attorneys for Plaintiff
Michael Thompson

Dated: _____, 2021

NEWMEYER & DILLION LLP

By: _____
Michael J. Studenka
Jasmine Shams
Attorneys for Defendant
Mesa Management, Inc.

NEWMEYER DILLION

Dated: _____, 2021

GAINES & GAINES, APLC

By: _____
Daniel F. Gaines,
Alex P. Katofsky
Evan S. Gaines
Attorneys for Plaintiff
Michael Thompson

Dated: November 10, 2021

NEWMEYER & DILLION LLP

By: _____
Michael J. Studenka
Jasmine Shams
Attorneys for Defendant
Mesa Management, Inc.

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EXHIBIT A

DocuSign Envelope ID: 57838119-981B-4C97-811F-8E040BEC5E64

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>>

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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 ($7,500); (c) payment to PAGA Employees' Counsel of attorneys' fees ($83,333.33); and (d) payment to PAGA Employees' Counsel of Plaintiff's litigation costs ($15,000). 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 $104,375.00) will be paid to the LWDA and the remaining 25 percent of the Net Settlement Amount (or $34,791.66) 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
daniel@gaineslawfirm.com
ALEX P. KATOFSKY
alex@gaineslawfirm.com
EVAN GAINES
evan@gaineslawfirm.com
27200 Agoura Rd., Suite 101
Calabasas, Ca 91301
Telephone: (866) 550-0855
Facsimile: (818) 703-8984

Defendant's Counsel
NEWMEYER & DILLION LLP
MICHAEL J. STUDENKA
Michael.Studenka@ndlf.com
JASMINE SHAMS
Jasmine.Shams@ndlf.com
895 Dove Street, Fifth Floor
Newport Beach, CA 92660
Telephone: (949) 854-7000
Facsimile: (949) 854-7099

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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.

EXHIBIT D

Thompson v Mesa Management, Inc.

Attorney Time/Task Chart

Task	Daniel F. Gaines, Esq. $650/hr	Alex P. Katofsky, Esq. $700/hr	Sepideh Ardestani, Esq. $550/hr	Evan Gaines, Esq. $550/hr
Pre-Lawsuit interviewing, investigation and research re Defendant and claims; Research re: defenses to action	2.6			3.9
Review Plaintiff's employee file; Draft LWDA compliance Letter; Review, revise, mail, and submit LWDA Letter; Communications with Defense counsel re employee file production	2.2			3.4
Draft and file PAGA Complaint and related research; Communications with Client re same; Communications with Defense counsel re same	2.5			4.1
Prepare Initial Status Conference statement and prepare for hearing; Attend Initial Status Conference	2.1		1.1	
Prepare mediation informal discovery letter, Research re: claims and related memos; Analysis and research re: viable claims; Related communications with Defense Counsel and Client re settlement offer, mediation, and expectations	4.1	1.5		6.4
Prepare Joint Status Report and prepare for hearing; Attend Case Management Conference	0.9		1.5	
Review and preparation for mediation; Related legal research; Review Defendant's informal document production, Prepare mediation brief, damage model and related exhibits; Communications with Client and Expert	4.6	2.1	0.5	6.5
Attend mediation via Zoom with Todd Smith, Esq.; Communications with Client re mediation	7.0	7.0		0.5
Prepare Joint Status Report and prepare for hearing; Attend Case Management Conference	0.5		1.3	
Research, review and preparation of PAGA settlement agreement and PAGA notice and other exhibits; Further communications and discussions with Defense Counsel and Client re same	6.1	1.8		1.6
Draft Motion for PAGA Approval and supporting declarations, and related research; Communciations with Defense Counsel and Client	3.8	5.1		0.7
Estimated future time to attend hearing on Motion for PAGA Approval,Aggrieved Employee communications, Client communications, LWDA Communications, administration of settlement, close file	5.0	5.0		

Thompson v Mesa Management, Inc.

Attorney Time/Task Chart

Task	Daniel F. Gaines, Esq. $650/hr	Alex P. Katofsky, Esq. $700/hr	Sepideh Ardestani, Esq. $550/hr	Evan Gaines, Esq. $550/hr
Total Hours:	41.4	22.5	4.4	27.1
Total Lodestar Per Attorney:	$26,910.00	$15,750.00	$2,420.00	$14,905.00
Total All Attorneys:	95.4	$59,985.00		

EXHIBIT E

GAINES & GAINES
A Professional Law Corporation
27200 Agoura Road, Suite 101
Calabasas, CA 91301

Invoice submitted to:
Michael Thompson

November 18, 2021

Invoice #4935

Additional Charges :

		Amount
7/31/2020	One Legal filing Summons and Complaint	461.56
8/10/2020	OneLegal filing of service attempt	130.00
8/27/2020	OneLegal filing of Summons & Complaint	152.25
8/31/2020	OneLegal filing of POS	12.20
9/1/2020	Postage	0.50
9/24/2020	Vast Conference Call	0.78
10/8/2020	Complex fees	1,000.00
10/16/2020	One Legal filing of Order	85.00
10/22/2020	One Legal filing of Notice	10.21
10/24/2020	One Legal filing of Notice of Entry of Order	76.00
11/3/2020	Postage	0.65
	One Legal filing of CMS	10.36
11/5/2020	One Legal filing of CMS	29.00
2/9/2021	CourtCall invoice for Ex Parte	94.00
5/26/2021	One Legal filing of CMS	9.88

		Amount
5/26/2021	One Legal filing of Joint Status Report	31.50
6/22/2021	OneLegal filing of Notice - Other	12.20
8/30/2021	Mediation fees - Todd Smith, Mediator	7,000.00
9/15/2021	One Legal filing of Joint Statement	12.20
9/18/2021	Berger Consulting Group invoice #4814	2,250.00
9/28/2021	CourtCall for Status Conference	94.00
	Total additional charges	$11,472.29
	Balance due	$11,472.29