

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

JAMIE THOMAS, individually and on
behalf of all other aggrieved employees,

Plaintiff,
v.

SAN DIEGO YOUTH SERVICES, a
California corporation; WALTER
PHILLIPS, ANTHONY PARHAM, KAYLA
KELLY and STEVEN JELLA, individuals,
and; DOES 1-100 inclusive,

Defendants.

Case Number: 37-2021-00006092-CU-OE-CTL
(Consolidated with Case No.: 37-2021-00040945-
CU-OE-CTL)

**~~(PROPOSED)~~ ORDER RE PAGA
SETTLEMENT**

Complaint Filed: February 9, 2021
Judge: Hon. James Mangione
Department: C-75
Trial Date: March 29, 2024

AND CONSOLIDATED ACTION

~~(PROPOSED)~~ ORDER

This court has reviewed the Joint Stipulation submitted by Plaintiff Jamie Thomas (“Plaintiff” or “THOMAS”) and Defendants SAN DIEGO YOUTH SERVICES, a California corporation; WALTER PHILLIPS, ANTHONY PARHAM, KAYLA KELLY and STEVEN JELLA (“Defendants”), in support of approval of PAGA Settlement pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.

~~(PROPOSED)~~ ORDER RE PAGA SETTLEMENT

1 (“PAGA”). The Court has also considered the supporting declaration, the PAGA Settlement
2 Agreement with the proposed distribution letter, and the proof of service to the LWDA. Based
3 upon this review, and the findings below, the Court finds good cause to enter this order:

4 **FINDINGS:**

5 The Court finds that a PAGA Settlement in the total sum of \$25,000 is not “unjust,
6 arbitrary and oppressive, or confiscatory” as set forth in Labor Code section 2699 (e)(2), and
7 therefore, approves this PAGA Settlement.

8 **IT IS HEREBY ORDERED THAT:**

- 9
- 10 1. The Court hereby approves the terms set forth in the PAGA Settlement Agreement
11 attached as Exhibit 1 to the Joint Stipulation and finds that the PAGA Settlement
12 Agreement is fair to those affected and directs the Parties to effectuate the PAGA
13 Settlement Agreement according to its terms.
 - 14 2. The PAGA Settlement Agreement is not an admission by Defendants, nor is this
15 Order a finding of the validity of any allegations or of any wrongdoing by Defendants.
16 Neither this Order, the Settlement Agreement, nor any document referred to herein,
17 nor any action taken to carry out the PAGA Settlement Agreement be construed as an
18 admission of any fault, wrongdoing, omission, concession or liability whatsoever by
19 or against any Defendant.
 - 20 3. Defendants shall pay a Total PAGA Settlement Amount of \$25,000 (“Settlement
21 Payment”) as set forth in the PAGA Settlement Agreement. Of the total settlement
22 amount, Defendants shall pay attorney fees and costs of \$5,000, leaving a “Net PAGA
23 Settlement” totaling \$20,000 in PAGA civil penalties. A total of seventy-five percent
24 (75%), or \$15,000, of the Net PAGA Settlement shall be paid to the Labor and
25 Workforce Development Agency (“LWDA”). The remaining twenty-five percent
26 (25%), or \$5,000, of the Net PAGA Settlement shall be paid to the four PAGA
27 Members in equal amounts of \$1,250 apiece.

28 **~~(PROPOSED)~~ ORDER RE PAGA SETTLEMENT**

Defendants shall make the above payments within sixty (60) days after the date of this Order.

Should any of the PAGA payments not be negotiated within 60 days of delivery, said payment will be considered void and the same amount shall be paid to the LWDA within 60 days thereafter.

4. Defendants shall have no further liability for costs, expenses, interest, attorneys' fees, or any other charge, expense, or liability, except as provided for in the PAGA Settlement Agreement.
5. The Court further approves the Notice to be sent to the PAGA Settlement Group Member attached to the PAGA Settlement Agreement as Exhibit "A".
6. The Parties shall bear their own costs and attorney's fees except as otherwise expressly set forth in the PAGA Settlement Agreement and this Order.
7. No person shall have any claim against any of the Parties, Plaintiff's Counsel and/or Defense Counsel based upon the distribution of the of the settlement sum (including without limitation the Fee Amount, the LWDA Penalty Payment and/or the Net Individual Penalty Payments) made in accordance with this Order and the PAGA Settlement Agreement. .
8. Without affecting the finality of this Order in any way, the Court shall maintain jurisdiction over this matter until the Court determines that full compliance has occurred. The Court orders the Parties to appear at a compliance hearing on -
06/21, 2024, at 9:45 am/pm.

IT IS SO ORDER.

Dated: 02/05/2024



Hon. James Mangione
Judge of the Superior Court

(~~PROPOSED~~) ORDER RE PAGA SETTLEMENT