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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

THOMAS MAHIER, an individual, and on
behalf of the State of California, as a private
attorney general,

Plaintiff,

v.

THERMO ELECTRON NORTH AMERICA
LLC., a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV425825

**DECLARATION OF THOMAS MAHIER
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: April 23, 2025

Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner

Dept: 19

Action Filed: November 15, 2023

Trial Date: None Set

1 I, Thomas Mahier, declare:

2 1. I am a competent adult, I have personal knowledge of the facts in this declaration,
3 and I am making this declaration on behalf of myself, as a named plaintiff, and in support of the
4 Motion to Approve Private Attorneys General Act Settlement.

5 2. I have worked in California as a non-exempt employee of Thermo Electron North
6 America LLC (“Thermo”) from November of 2012 to the present.

7 3. I retained my attorneys who are experienced in PAGA representative action
8 litigation and claims against employers for violations of the California Labor Code. I have no
9 personal relationship or family ties to my attorneys or any officer of the Court. I am not aware of
10 having any actual or potential conflicts of interest with another PAGA Member in this case nor am
11 I aware of having any actual or potential conflicts of interest with ILYM Group, Inc., the settlement
12 administrator.

13 4. I was subject to Thermo’s policies and practices that have been alleged as unlawful
14 in the Complaint and the PAGA notice sent to the Labor and Workforce Development Agency. For
15 example, I often did not receive compliant meal and rest breaks, which were frequently late, short,
16 or interrupted. I also rarely received any meal break premiums, and never received any rest break
17 premiums from Defendant. Further, I earned several types of non-discretionary bonuses in pay
18 periods where I worked overtime, but the bonus payments were not factored into my regular rate
19 for purposes of calculating my overtime rate.

20 5. In bringing this case for myself, the State of California, and the other employees, I
21 understood a lot of work would be required and I was willing to, and did, do the work to keep the
22 case moving forward. For instance, before the complaint was filed, I spoke to my attorneys several
23 times and discussed how Defendant implemented its company policies and procedures. I also
24 assisted my attorneys in their investigation into my claims by providing them documents and
25 answering their questions. I reviewed the complaint before it was filed and after it was filed, I was
26 given access to an electronic file sharing program that alerted me via email when important
27 documents were filed so that I could review them and keep up with the developments in the case. I
28 was informed that the Defendant had the right to take my deposition, and that the preparation and

1 deposition itself could take multiple days. Although my deposition was not taken, I feel I would
2 have been adequately prepared and comfortable to give testimony on my experiences.

3 6. My attorneys explained to me the risks and benefits of bringing a representative
4 action. I understood that I took on the risk, both professionally and financially, in pursuing the case
5 as a representative PAGA action.

6 7. A mediation took place on September 13, 2024 with Tagore Subramaniam, a well-
7 respected and experienced mediator. The mediation resulted in an agreement to settle the action. I
8 communicated with my attorneys regarding the terms of the settlement which was reached between
9 the parties and understood that the recovery in this case was for the benefit of my fellow coworkers,
10 not just for me, and therefore wanted the best possible result to be obtained for the PAGA Members.
11 I reviewed and signed the Memorandum of Understanding on October 2, 2024.

12 8. I have been actively involved with this lawsuit. Although I did not keep time
13 records, I was in regular contact with my attorneys, reviewed court filings, and spent a significant
14 amount of time on the issues presented during the lawsuit and in the settlement process. I estimate
15 that I spent approximately 30-40 hours working on this case up until this point.

16 9. I reviewed the final PAGA Settlement Agreement and I believe it is fair and
17 reasonable given the facts of the case. I closely reviewed and signed the Settlement Agreement on
18 October 31, 2024.

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20 Executed on 11/22/2024, at Sylmar, CA.

21 (city, state)

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23 Thomas Mahier

Thomas Mahier (Nov 22, 2024 11:07 PST)

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