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**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,

Case No.: **23CV425825**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: April 23, 2025

Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner

Dept.: 19

Action Filed: November 15, 2023

Trial Date: Not Set

ORDER AND JUDGMENT

1. Plaintiff Thomas Mahier (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(1), against Defendant Thermo Electron North America LLC, (“Defendant”).

2. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency (“LWDA”).

3. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$310,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$3,500) for ILYM Group, Inc., to administer the settlement, PAGA Counsel Fees Payment in the amount of \$103,333 (one-third of the Gross Settlement Amount), a Service Award in the amount of \$10,000 to Plaintiff, and PAGA Counsel Litigation Expenses Payment in the amount of \$26,652.01. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, the Service Award and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than \$118,625.25) and 25% will be paid to the Aggrieved Employees (no less than \$39,541.75).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion and

1 approves the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be
2 allocated and paid out as set forth in the Agreement.

3 5. The “Aggrieved Employees” are defined as all individuals who are or previously were
4 employed by defendant Themo Electron North America LLC as a non-exempt employee at any time
5 during the PAGA Period. The PAGA Period is the period from September 6, 2022, to November 12,
6 2024.

7 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
8 Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release
9 of the Released PAGA Claims. The “Released PAGA Claims” means all claims for PAGA Penalties
10 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
11 Complaint, and the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the
12 PAGA Period, including claims under California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218,
13 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
14 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
15 Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage
16 Order(s). The Released PAGA Claims expressly excludes all other claims, including Plaintiff’s
17 individual claims, claims for vested benefits, wrongful termination, violation of the Fair Employment
18 and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and
19 PAGA claims outside of the PAGA period.

20 7. This settlement (including this Order) cannot be used, directly or indirectly, to
21 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
22 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
23 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
24 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
25 (including this Order) shall not be construed to be an admission by Defendant of any liability or
26 wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically
27 disclaims any such liability or wrongdoing.
28

1 8. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall submit a
2 copy of this Order and Judgment to the LWDA within 10 days after its entry.

3 9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry
4 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain
5 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
6 and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
7 benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution
8 of settlement benefits.

9 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
10 **ENTERED ACCORDINGLY.**

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12 DATED: _____

13 THE HONORABLE THEODORE C. ZAYNER
14 JUDGE OF THE SUPERIOR COURT
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