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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ANTON LOUIS THOMPSON, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

CAREER SYSTEMS DEVELOPMENT
CORPORATION, a California corporation; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 24CV009265

Assigned for all purposes to the Honorable Jill H.
Talley, Department 23

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS ANTON LOUIS THOMPSON
AND TIARE LABISTRE'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

*[Filed with Notice of Motion and Motion for
Approval of PAGA Settlement, Declaration of
Kane Moon, Declaration of Nicholas Ferraro,
Declaration of Walter Haines, Declaration of
Peggy Reali; Declaration Plaintiff Thompson,
Declaration Plaintiff LaBistre, Declaration of
Michael Bui, and [Proposed] Judgment]*

PAGA APPROVAL HEARING:

Date: October 24, 2025

Time: 9:00am

Dept.: 23

Complaint Filed: May 10, 2024

Trial Date: Not Set

FILED
Superior Court of California
County of Sacramento
10/28/2025
T. Shaddix, Deputy

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~~**PROPOSED**~~ **ORDER**

Plaintiff Anton Louis Thompson (“Plaintiff Thompson”) and Plaintiff Tiare LaBistre (“Plaintiff LaBistre”) (collectively “Plaintiffs”) seek approval of a Private Attorneys General Act (“PAGA”) settlement Plaintiffs entered into with Defendant Career Systems Development Corporation (“Defendant”) (Defendant and Plaintiffs collectively referred to as the “Parties”) in full resolution of the above-captioned litigation (the “Action”).

The Court having duly considered Plaintiffs’ Motion for Approval of PAGA Settlement (“PAGA Approval Motion”), the supporting declarations and exhibits thereto, all papers filed, and proceedings had herein, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order, refers to all defined terms and provisions as set forth in the PAGA Settlement Agreement (“Settlement”), which is attached as “Exhibit 1” to the Declaration of Kane Moon in Support of Plaintiffs’ Motion for Approval of PAGA Settlement.

2. The Court finds that the Settlement is fair, reasonable, and adequate. The Court hereby GRANTS the PAGA Approval Motion, and the Settlement is hereby accepted and approved.

3. The obligations set forth in the Settlement are deemed part of this Order, and the Parties and the Settlement Administrator are ordered to carry out the Settlement according to its terms and provisions.

4. “Aggrieved Employees” all current and former hourly-paid or non-exempt employees of Defendant in California who worked for Defendant during the PAGA Period

5. “PAGA Period” is the period from April 24, 2023, through June 10, 2025.

6. The Court appoints Simpluris, Inc. as the Settlement Administrator.

7. The Court appoints Plaintiff Thompson’s counsel of record, Moon Law Group, PC and United Employees Law Group, and Plaintiff LaBistre’s counsel of record, Ferraro Vega

1 Employment Lawyers, Inc. as PAGA Counsel.

2 8. **Releases of Claims.** Effective on the date when Defendant fully funds the entire
3 Gross Settlement Amount Plaintiffs and the Aggrieved Employees will release claims against
4 all Released Parties as follows:

5 a. “Released Parties” means: Defendant, and each of its former and present
6 directors, officers, shareholders, owners, members, employees, attorneys,
7 insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
8 (Settlement, ¶ 1.26.)

9 b. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses,
10 representatives, agents, attorneys (including PAGA Counsel), heirs,
11 administrators, successors, and assigns generally, release and discharge
12 Released Parties from all claims, transactions, or occurrences that occurred
13 during the PAGA Period, including, but not limited to: (a) all claims that were,
14 or reasonably could have been, alleged, based on the facts contained in the
15 Operative Complaint and the PAGA Notice (“Plaintiffs’ Release”). Plaintiffs’
16 Release does not extend to any claims or actions to enforce this Agreement, or
17 to any claims for vested benefits, unemployment benefits, disability benefits,
18 social security benefits, workers’ compensation benefits that arose at any time,
19 or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that
20 Plaintiffs may discover facts or law different from, or in addition to, the facts or
21 law that Plaintiffs now know or believe to be true but agree, nonetheless, that
22 Plaintiffs’ Release shall be and remain effective in all respects, notwithstanding
23 such different or additional facts or Plaintiffs’ discovery of them. (Settlement,
24 ¶ 5.1.)

25 i. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.

26 For purposes of Plaintiffs’ Release, Plaintiffs expressly waive and
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1 relinquishe the provisions, rights, and benefits, if any, of section 1542 of
2 the California Civil Code, which reads:

3 **A general release does not extend to claims that the creditor or**
4 **releasing party does not know or suspect to exist in his or her**
5 **favor at the time of executing the release and that, if known by**
6 **him or her, would have materially affected his or her settlement**
7 **with the debtor or released party.**

8 (Settlement, ¶ 5.1.1.)

- 9 c. Release by Aggrieved Employees. All Aggrieved Employees are deemed to
10 release, on behalf of themselves and their respective former and present
11 representatives, agents, attorneys, heirs, administrators, successors, and
12 assigns, the Released Parties from all claims for PAGA penalties that were
13 alleged, or reasonably could have been alleged, based on the PAGA Period
14 facts stated in the Operative Complaint and the PAGA Notice. (Settlement,
15 ¶ 5.2.)

16 9. The Settlement is not an admission by Defendant, nor is this Order a finding of
17 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
18 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
19 may be used as an admission of any fault, wrongdoing, omission, concession, or liability
20 whatsoever by or against Defendant.

21 10. Defendant shall pay a Gross Settlement Amount of \$375,000.00 pursuant to the
22 terms of the Settlement, which shall include the following payments:

- 23 a. An award of \$125,000.00 to PAGA Counsel for reasonable attorneys' fees,
24 pursuant to PAGA;
25 b. A payment of actual costs of \$22,012.95 to PAGA Counsel for reimbursement
26 of litigation by PAGA Counsel, pursuant to PAGA;

1 c. A payment of actual administration costs up to \$7,000.00, payable to the
2 Settlement Administrator, Simpluris, Inc., for administration of the
3 Settlement; and

4 d. The remaining amount as PAGA penalties, which, pursuant to PAGA, shall
5 be allocated as follows: 75% to the LWDA and 25% to the Aggrieved
6 Employees on a pro-rata basis.

7 11. Defendant shall transmit the entire Gross Settlement Amount due under the
8 Settlement to the Settlement Administrator no later than fourteen (14) days after the Effective
9 Date. The “Effective Date” is the date by when both of the following have occurred: (a) the
10 Court enters a Judgment on its order granting approval of the PAGA Settlement; and (b) the
11 Judgment is final.

12 12. Within fourteen (14) days after Defendant fully funds the Gross Settlement
13 Amount, the Settlement Administrator shall disburse funds pursuant to the terms specified in the
14 Settlement.

15 13. The Court approves of the Notice of PAGA Settlement (“Notice”), which is a
16 letter giving notice of the Settlement to Aggrieved Employees and attached as “Exhibit A” to the
17 Settlement, to be sent by the Settlement Administrator to the Aggrieved Employees, in English
18 and Spanish, along with their respective Individual PAGA Payment checks.

19 14. The Settlement Administrator shall include a copy of this Order and the Judgment
20 entered thereupon in the mail to be sent to the Aggrieved Employees containing the Notice and
21 the check for the Aggrieved Employees’ Individual PAGA Payment.

22 15. For any Aggrieved Employees whose Individual PAGA Payment check is
23 uncashed and cancelled after 180 days from the date of mailing, the Settlement Administrator
24 shall transmit the funds represented by such checks to the California Controller’s Unclaimed
25 Property Fund in the name of the Aggrieved Employee.

26 16. The Parties shall bear their own respective attorneys’ fees and costs, except as
27 otherwise provided for in the Settlement and approved by the Court. Defendant and the Released
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1 Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or for any
2 other charge, expense, or liability relating to the released claims and shall be released from all
3 claims as set forth in the Settlement and in this Order.

4 17. Plaintiffs shall submit a copy of this Order to the LWDA within 30 calendar days
5 after entry hereof.

6 18. Pursuant to California Code of Civil Procedure section 664.6, this Court shall
7 retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing
8 the Settlement and/or Order, (ii) addressing settlement administration matters, and (iii) addressing
9 such post-Judgment matters as are permitted by law.

10 19. The Court sets a Compliance Hearing re: Distribution on 7/17/26 at
11 **10:30 a.m. in Department 23.** PAGA Counsel is ordered to file a final report and declaration by
12 the Settlement Administrator regarding settlement distribution no later than 15 calendar days prior
13 to the Compliance Hearing. No appearance will be required at the Compliance Hearing if the
14 Settlement Administrator's declaration reports that all the distributions under the Settlement
15 are complete.

16 **IT IS SO ORDERED.**

17 DATED: 10/28/2025



18 Jill Talley
19 Hon. Jill H. Talley
20 Judge of the Sacramento County Superior Court
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