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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

EDUARDO MILES, individually, and on behalf of the State of California and other aggrieved persons, Plaintiff, v. PACIFIC RACING ASSOCIATION dba GOLDEN GATE FIELDS, a California corporation; and DOES 1 through 10, inclusive, Defendants.	Case No. 23CV039028 *Assigned for all purposes to:* *Hon. Karin Schwartz, Dept 20* **DECLARATION OF JOHN G. YSLAS IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT** Date: July 2, 2025 Time: 3:00 p.m. Dept.: 20 **Reservation ID: 713265652716** [advanced by Court from August 20, 2025]

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I, John G. Yslas, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC ("WLF"), counsel for Plaintiff Eduardo Miles ("Plaintiff") in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement.

Relevant Facts and Procedural History

3. On July 20, 2023, Plaintiff filed the present PAGA representative action against Defendant, on behalf of himself, the State of California, and other aggrieved persons for civil penalties pursuant to PAGA stemming from Defendant's (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate wage statements; (8) failure to indemnify for necessary expenditures; and (9) and failure to produce requested employment records ("PAGA Action").

4. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on May 4, 2023 (LWDA-CM-952894-23).

5. Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action with Steve Cervaris, a well-respected and experienced mediator in wage and hour class and representative actions. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiff obtained through informal discovery a representative sampling of time and payroll data for approximately 40% of Aggrieved Employees and the necessary policy documents to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions.

6. On July 25, 2024, the Parties engaged in an all-day mediation session before Mr. Cerveris. With the help of Mr. Cerveris, the Parties were able to reach an agreement on general settlement terms at mediation. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of Mr. Cervaris.

PAGA Settlement

7. The Settlement Agreement negotiated by the Parties provides for a Gross Settlement Amount ("GSA") payment in the amount of $480,000.00 to resolve the PAGA Action. Settlement Agreement, ¶3. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, the PAGA Representative Service Payment and the Administrator's Expenses. *Id.* at ¶ 1.19. After these deductions, the amount remaining is the Net Settlement Amount "NSA," which is estimated to be $288,385.06. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Settlement Agreement.

8. This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was potentially $1,675,100.00 for 330 employees based on 16,751 pay periods. The valuation of $1,675,100.00 is the civil penalty amount calculated at the maximum statutory rate and without stacking, which is not usually permitted. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not aware of any PAGA award that permitted stacking and, in the cases cited herein, only one penalty per pay period was assessed.

9. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, No. BCV-23-102915, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. Jan. 31, 2011)("Given the

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statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation for each period the employee worked in relation to (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate wage statements; (8) failure to indemnify for necessary expenditures; and (9) and failure to produce requested employment records.

10. Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated, and that they did not violate the Labor Code as to any of them. Accordingly, Defendant disputes and denies Plaintiff's allegations and claims asserted in the operative complaint which are resolved by the Settlement Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded.

11. While Plaintiff is confident in the merits of the case, a legitimate controversy exists as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the underlying claims. Plaintiff also took into account the fact that continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and potentially reduce any recovery to the state and the Aggrieved Employees. Assuming Plaintiff could prove at least one violation per pay period and the Court awarded $100.00 in PAGA penalties for each of the 16,751 pay periods during the PAGA Period, the total penalties would be approximately $1,675,100.00. As such, the Gross Settlement Amount of $480,000.00 is approximately 28.6% of the maximum realistic liability in this case.

12. Thus, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are considered, it is clear that the

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settlement amount of $480,000.00 is reasonable and in the best interest of the state and the public. Plaintiff objectively and knowledgably balanced the strengths and weaknesses of their claims against the risk of continued litigation and were able to determine a realistic range of settlement recovery for PAGA penalties. The Settlement therefore accomplishes PAGA's objectives by imposing sufficient civil penalties "to punish and deter" Defendant from future alleged Labor Code violations, while also ensuring that the penalties are not "unjust, arbitrary and oppressive, or confiscatory." Lab. Code § 2699(e)(2); *Iskanian,* 59 Cal. 4th at 384.

Attorneys' Fees and Costs

13. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

14. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

15. WLF is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

16. I graduated from the University of California, Santa Barbara with High Honors in 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law School in 1996.

17. Upon graduating from law school in 1996, I worked for a boutique law firm practicing general litigation which included employment law matters. Since 2000 (that is, the last 23 years) my practice has been exclusively focused on labor and employment matters including handling wage and hour class, collective and representative actions (including the California Private Attorneys General Act, or "PAGA"), including in the international law firms of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a

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partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or took a major leading role in defending employers on numerous wage and hour class, collective and representative actions.

18. In late June 2022 I left Seyfarth Shaw and joined my current firm, The Wilshire Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and hour class and representative actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts and District Courts. From matters representing both plaintiffs and defendants, I have successfully mediated the resolution of many wage and hour class, collective, and representative actions. Just since starting to settle cases in late April 2023 I have already successfully mediated matters in which I have been counsel or co-counsel resulting in **over $125 million** in settlements which are in the process of being finalized, and with numerous upcoming mediations scheduled. In those and numerous other matters, I have managed and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In those actions, I performed similar tasks as those performed in the course of prosecuting this action.

19. I have received numerous awards for my legal work. For example, from 2015 to 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters). have also served on numerous prominent boards and in other leadership positions, including currently serving as Southern California Regional President for the Hispanic National Bar Association and on the board of directors of the Mexican American Bar Foundation. I also previously served on the 5-member Los Angeles Civil Service Commission, which generally oversees the personnel decisions for the City of Angeles.

20. I have also published numerous blogs on labor and employment issues including on wage and hour issues. For example, I published "Headline News: Wal-Mart v. Dukes-Impact on Class Action Litigation" (while a partner with Foley & Lardner LLP) and "Are You Really Protected From Wage-and-Hour Successor Liability in an Asset Purchase" (while a partner with Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a

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presenter involving the "Employment Law Update" at a National Employment Law Council conference. I currently bill at an hourly rate of $1,500.00.

21. Samantha A. Smith is a Senior Attorney at WLF where her practice is focused on managing wage and hour class action and PAGA settlements. Ms. Smith was admitted to the California Bar in December of 2004, and received a J.D. from University of California, Hastings College of the Law and a B.A. from University of California, Davis. Ms. Smith has dedicated her 20-year career to plaintiffs'-side class action litigation. Her wealth of experience includes successful work on all stages of class action litigation, including class action appeals, class certification motions, and class settlements. See, e.g., *Blue Diamond Growers Product Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara Superior Court) (employee data breach*); Overton v. Armour-Eckrich Meats, LLC*, Case No. CIVDS1501325 (San Bernardino County Superior Court) (unpaid wages, meal period and rest break claims, and PAGA violations for nonexempt employees); *DeLeon et al. v. Westlake Services, LLC*, Case No. BC 526750 (Los Angeles County Superior Court) (unpaid overtime, meal period and rest break claims for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-OE-CXC (Orange County Superior Court) (unpaid wage and rest break claims for piece rate workers*); Nguyen v. Pharmerica Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC (Orange County Superior Court) (unpaid wages and unreimbursed expenses for pharmacists); *Laumea v. Performance Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino Superior Court) (unpaid wages, meal and rest break claims for non-exempt employees); *Durroh v. East West Bank*, Case No. BC528860 (Los Angeles Superior Court) (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case No. CIVDS1504287 (San Bernardino Superior Court) (unpaid wages, meal period and rest break claims for non-exempt employees). Ms. Smith currently bills at an hourly rate of $1,000.00.

22. Jeffrey C. Bils is a Senior Attorney at WLF. He graduated from the University of Wisconsin-Madison with a Bachelor of Arts in Journalism and German, and received his Juris Doctor from the University of California, Los Angeles School of Law in 2014. During law school,

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Mr. Bils was a senior editor on the UCLA Law Review and an articles editor on the entertainment law review. Mr. Bils served as a judicial extern for the Hon. Consuelo Bland Marshall of the United States District Court for the Central District of California, and for the Hon. Sandra R. Klein of the United States Bankruptcy Court for the Central District of California. He graduated 7th in his graduating class in law school and was admitted to practice law in the State of California the same year. Since graduating from law school, Mr. Bils has focused his legal work primarily on employment matters, including wage and hour class and representative action litigation, and has helped obtain dozens of settlements on behalf of employees, as well as on behalf of employers during his years practicing employment defense. He is a member of the Beverly Hills Bar Association, served as a member of the Board of Governors and is a past Chair of the Labor & Employment Law Section Executive Committee. Mr. Bils is also a member of the California Employment Lawyers Association. Mr. Bils currently bills at an hourly rate of $850.00.

23. Aram Boyadjian is an associate attorney at WLF. Mr. Boyadjian graduated from the University of California, Los Angeles with a Bachelor of Arts in Political Science. He received his Juris Doctor from Loyola Law School. During law school, he was a member of the student editorial board for the International and Comparative Law Review. Since being admitted to practice law in California in January 2021, his practice has mainly been focused on wage and hour class action litigation. Mr. Boyadjian currently bills at an hourly rate of $550.00.

24. Andrew Sandoval is an associate attorney at WLF. Mr. Sandoval graduated from Azusa Pacific University with a Bachelor of Arts in Economics. He received his Juris Doctor from Loyola Law School. During law school, he was a Vice-President of La Raza de Loyola. Since being admitted to practice law in California in 2022, his practice has mainly been focused on wage and hour class action litigation. Mr. Sandoval currently bills at an hourly rate of $450.00.

25. WLF's fee requests have been approved by other courts in California. *See*, *e.g.*, *Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin

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Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court, No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, No. No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-Diablo, Inc.*, San Francsico County Superior Court, No. CGC-23-607359; *Turner v. Northrop*, Central District of California, No. 2:23-cv-03756 PA (PDx). The total hours expended on this action are reasonable and in line with comparable cases.

26. WLF has performed significant work and incurred litigation costs in prosecuting this matter with no guarantee of any payment. WLF's current lodestar reflects 174.8 hours of work resulting in $151,245.00 in fees. WLF dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This amount does not include the time Class Counsel will spend at the final approval hearing and assisting the Settlement Administrator following final approval. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

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Attorney	Hours	Hourly Rate	Total
John G. Yslas	38.3	$1,500.00	$57,450.00
Samantha A. Smith	15	$1,000.00	$15,000.00
Jeffrey C. Bils	55	$850.00	$46,750.00
Aram Boyadjian	21.2	$550.00	$11,660.00
Andrew Sandoval	45.3	$450.00	$20,385.00
TOTAL	**174.8**		**$151,245.00**

27. PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in the amount of $159,840.00 (33 1/3% of the GSA), resulting in a modest multiplier of 1.05. The risk factors present in this case favor the application of a 1.05 multiplier. To begin, PAGA Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. And, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action posing an actual risk that Plaintiff may not succeed at trial. Any of these obstacles could have prevented recovery completely, meaning PAGA Counsel would have been left with no compensation for all the time and money invested in litigating this case. Despite these risks, PAGA Counsel took this case on a contingency basis so that Aggrieved Employees (a particularly vulnerable group of hourly paid workers) could be compensated for their unpaid wages. Consequently, PAGA Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

28. The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State and the Aggrieved Employees and to punish Defendant for the alleged PAGA violations. Without the efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without remedy.

29. In litigation costs, WLF has spent $20,024.94 on items such as filing fees, service fees, mediation fees, and expert fees. All of the costs incurred were reasonable and necessary for

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the prosecution of this case. The Settlement provides for reimbursement of costs not to exceed $25,000.00. The remaining $4,975.06 will revert back to the Net Settlement Fund to be distributed to the LWDA and Aggrieved Employees. True and correct copies of WLF's cost reports in this matter are attached hereto as **Exhibit 2**.

30. PAGA Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on their prior experience litigating these types of cases.

31. Pursuant to California Labor Code Section 2699(1), Plaintiff provided a copy of the Settlement Agreement to the LWDA on June 3, 2025. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation of the submission. To date, the LWDA has not responded to or objected to the Settlement in this matter. Plaintiff will submit a copy of the Court's judgment and order approving the Settlement Agreement to the LWDA within ten (10) days after entry of judgment or order.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 4, 2025 at Los Angeles, California.

John G. Yslas

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EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This binding Settlement Agreement ("Agreement") is made by and between plaintiff Eduardo Miles ("Plaintiff") and defendant Pacific Racing Association dba Golden Gate Fields ("Defendant") under the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq*., "PAGA"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "PAGA Action" means the Plaintiff's lawsuit alleging wage-and-hour violations against Defendant captioned *Eduardo Miles v. Pacific Racing Association dba Golden Gate Fields* initiated on July 20, 2023 with the Superior Court of the State of California, County of Alameda, Case No. 23CV039028.

1.2 "Administrator" means, the neutral entity the Parties have agreed to appoint to administer the Settlement, Phoenix Class Action Administration Solutions.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with the approval of the Settlement.

1.4 "Aggrieved Employee" means "All persons who worked for Defendant in California as a non-exempt employee at any time during the period beginning May 16, 2022 to July 25, 2024.

1.5 "PAGA Counsel" means John G. Yslas, Samantha A. Smith, Jeffrey C. Bils, Aram Boyadjian and Andrew Sandoval of the Wilshire Law Firm, P.L.C.

1.6 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the PAGA Action.

1.7 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.8 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.9 “PAGA Settlement Notice” means the COURT APPROVED NOTICE OF PAGA SETTLEMENT, to be mailed to Aggrieved Employees in English and Spanish without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.10 “PAGA Period” means the period from May 16, 2022 to July 25, 2024.

1.11 “PAGA Representative” or “Plaintiff” means plaintiff Eduardo Miles.

1.12 “PAGA Representative Service Payment” means the payment to the PAGA Representative for initiating the PAGA Action and providing services in support of the PAGA Action.

1.13 “Court” means the Superior Court of the State of California, County of Alameda.

1.14 “Defendant” means the named Defendant, Pacific Racing Association dba Golden Gate Fields.

1.15 “Defense Counsel” means Robert Loewy of Walraven & Westerfeld LLP.

1.16 “Effective Date” shall be the date when all of the following occurs: (1) the Agreement is fully executed; and (2) the Court approves this Agreement through entry of an Order and Judgment. No money will be distributed unless and until the Effective Date occurs.

1.17 “PAGA Approval” means the Court’s order granting approval of the Settlement.

1.18 “Final Judgment” means the Judgment entered by the Court upon granting approval of the Settlement.

1.19 “Gross Settlement Amount” means $480,000.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, the PAGA Representative Service Payment and the Administrator’s Expenses.

1.20 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.21 “Judgment” means the judgment entered by the Court based upon the PAGA Approval.

1.22 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.23 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.24 "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.25 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.26 "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 *et seq*.).

1.27 "PAGA Notice" means Plaintiff's initial May 4, 2023, letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.28 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.29 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.30 "Released Parties" means Defendant and its officers, directors, employees and agents.

1.31 "Settlement" means the disposition of the PAGA Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On July 20, 2023, Plaintiff commenced this PAGA Action by filing a Complaint alleging Defendant: (1) failed to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to pay all earned wages twice per month; (5) failed to maintain accurate records of hours worked and meal periods; (6) failed to timely pay all wages at termination; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failed to produce requested employment records. Defendant denies the allegations in the complaint, denies any failure to comply with the laws identified in the complaint and denies any liability for the cause of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on May 4, 2023 (LWDA-CM-952894-23).

2.3 On July 25, 2024, the Parties engaged in arms-length negotiations where they participated in a full-day mediation presided over by respected mediator Steve Cerveris, Esq. With the help of Mr. Cerveris, the Parties were able to reach an agreement on general settlement terms at mediation.

2.4 In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiff obtained through informal discovery a representative sampling of time and payroll data for approximately 40% of Aggrieved Employees and the necessary policy documents to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay **$480,000.00** and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. Because the payments made under this Agreement will be made with respect to only the PAGA claims for all Aggrieved Employees, this Agreement is not subject to the rules governing the settlement of class or collective actions. Accordingly, the settlement payments shall be distributed without a claims process or an opportunity to object or opt out.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the PAGA Approval:

3.2.1 To Plaintiff: PAGA Representative Service Payment to the PAGA Representative of not more than $7,500.00 (in addition to any Individual PAGA Payment) the PAGA Representative is entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3% of the GSA, which is currently estimated to be **$159,840.00**, and a PAGA Counsel Litigation Expenses Payment for actual costs, not to exceed **$22,800**. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the

Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $4,250.00 except for a showing of good cause and as approved by the Court. If the Court approves Administration Expenses Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4 Payments from the Net Settlement Amount ("NSA"). The NSA will be distributed as PAGA Penalties with 75% of the NSA allocated to the LWDA PAGA Payment and 25% of the NSA allocated to the Individual PAGA Payments.

Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees will have full responsibility and liability for the taxes owed, if any, on their Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant represents that there are 330 Aggrieved Employees, who worked a total of 16,751 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Not later than seven (7) calendar days after the Court grants PAGA Approval, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Individual PAGA payments will expire one hundred eighty (180) calendar days from the date they are issued by the Administrator. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees along with the PAGA Settlement Notice. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee who's Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 Payments to Aggrieved Employees, including Plaintiff, as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401 (k) or 403(b) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

5. RELEASE OF CLAIMS.

5.1 Scope of Release. **Effective** as of **the date** that **Defendant fully funds the entire Gross Settlement Amount, Plaintiff,** on behalf of the **Aggrieved Employees, LWDA and PAGA Counsel**, fully and forever releases and discharges **all Released Parties** from any and all claims for PAGA civil penalties that occurred during the PAGA Period, including all claims that were or reasonably could have been alleged based on the facts contained in the PAGA Action, including but not limited to, claims for PAGA civil penalties for: (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; and (9) failure to produce requested employment records. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any non-PAGA individual claims by virtue of this Settlement. This release applies only to PAGA civil penalty claims that accrued during the PAGA Period. This release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agrees, nonetheless, that this release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2 Section 1542 Waiver. Plaintiff, on behalf of the Aggrieved Employees, LWDA and PAGA Counsel, expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6. MOTION FOR PAGA APPROVAL. The Parties agree to jointly prepare and file a motion for PAGA approval ("Motion for PAGA Approval") that complies with the Court's current rules.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel within a reasonable time prior to filing all documents necessary for obtaining approval of the Settlement, including: (i) a draft of the notice, and memorandum in support, of the Motion for PAGA Approval that includes an analysis of the underlying Labor Code violations giving rise to PAGA civil penalties that is the subject of this Settlement including request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a draft proposed PAGA Settlement Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees, [and/or] the Administrator; (vi) a signed declaration from PAGA Counsel firm attesting to its competency to represent the Aggrieved Employees; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees, and/or the Administrator, if any.

6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for PAGA Approval in a timely fashion; obtaining a prompt hearing date for the Motion for PAGA Approval; and for appearing in Court to advocate in favor of the Motion for PAGA Approval. PAGA Counsel is responsible for delivering the Court's PAGA Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for PAGA Approval and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant PAGA Approval or conditions PAGA Approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the PAGA Representative Service Payment, PAGA Counsel Fees payment, PAGA Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

6.4 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, PAGA Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

6.5 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically excluding the PAGA Representative Service Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment and/or Administrator Expenses Payment set forth in this Settlement, the Parties, and their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. In the event of a timely appeal of the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

6.6 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain PAGA Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the PAGA Representative Service Payment or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

7. AMENDED JUDGMENT. If any amended judgment is required by the Court, the Parties will work together in good faith to jointly submit a proposed amended judgement.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.3 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.3.1 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement, the number of checks and total amount that remains uncashed, and the date (or expected date) when the total amount that remains uncashed is remitted to the California State Controller's Office in the name of the Aggrieved Employee. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the PAGA Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant approval of the Settlement, or enter Judgment, Defendant reserves all available defenses to the claims in the PAGA Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the PAGA Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Aggrieved Employee to appeal from the Judgment. Nothing in this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

9.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

9.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

9.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

9.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

9.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

9.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

9.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

9.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

9.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

9.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

9.14 Invalidity of any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

9.15 Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

9.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: John G. Yslas
jyslas@wilshirelawfirm.com
Samantha A. Smith
samantha.smith@wilshirelawfirm.com
Jeffrey C. Bils
jbils@wilshirelawfirm.com
Aram Boyadjian
aboyadjian@wilshirelawfirm.com
Andrew Sandoval
andrew.sandoval@wilshirelawfirm.com
Wilshire Law Firm, PLC
3055 Wilshire Boulevard, 5th Fl
Los Angeles, California 90010

To Defendant: Bryan Westerfeld
bwesterfeld@walravenlaw.com
Robert Loewy
rloewy@walravenlaw.com
Walraven & Westerfeld LLP
20 Enterprise, Suite 310
Aliso Viejo, CA 92656

9.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

9.18 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intended that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

[Continued on next page]

9.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

11/25/2024

Dated this ___ day of___________, 2024

DocuSigned by:

81BDCC0EF11C4DF...

Eduardo Miles

Dated this ___ day of___________, 2024

Pacific Racing Association dba Golden Gate Fields

By _________________________, its
Authorized Representative

Approved as to form and substance:

WILSHIRE LAW FIRM, PLC Date: November 21, 2024

Name: John Yslas
Attorney for Eduardo Miles

WALRAVEN & WESTERFELD, LLP Date:

Name: Robert Loewy
Attorney for Pacific Racing Association dba Golden Gate Fields

9.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Dated this ___ day of__________, 2024

____

Eduardo Miles

Dated this 9th day of December, 2024

____

Pacific Racing Association dba Golden Gate Fields

DocuSigned by:

By David Duggan 636D6A46A9074B0, its Authorized Representative

Approved as to form and substance:

____

WILSHIRE LAW FIRM, PLC Date:

Name: John Yslas

Attorney for Eduardo Miles

____

WALRAVEN & WESTERFELD, LLP Date: 12/9/24

Name: Robert Loewy
Attorney for Pacific Racing Association dba Golden Gate Fields

Exhibit A

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Eduardo Miles v. Pacific Racing Association dba Golden Gate Fields
Superior Court of the State of California, County of Alameda
Case No. 23CV039028

<<EmployeeName>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Superior Court of the State of California, County of Alameda (the "Court") has approved a settlement in the above-captioned action filed by Eduardo Miles ("Plaintiff") on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff claims defendant Pacific Racing Association dba Golden Gate Fields ("Defendant") violated California's wage and hour laws and is therefore liable for penalties under the Private Attorneys General Act ("PAGA"). Specifically, Plaintiff alleges that Defendant: (1) failed to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to pay all earned wages twice per month; (5) failed to maintain accurate records of hours worked and meal periods; (6) failed to timely pay all wages at termination; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failed to produce requested employment records and therefore was liable for waiting time penalties pursuant to Labor Code section 203. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other Aggrieved Employees under PAGA.

The Court has not made a determination about Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendant maintains that they were in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as:

> "All persons who worked for Defendants in California as an employee at any time during the period beginning May 16, 2022 to July 25, 2024."
>
> The "PAGA Period" is defined as May 16, 2022 to July 25, 2024.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is ______.

Your individual PAGA payment is estimated to be <<CheckAmount>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

III. RELEASE

The Court has approved the parties' Settlement Agreement ("Settlement"). By operation of law and the Settlement's terms, all Aggrieved Employees will release the Released Parties from any and all claims for PAGA civil penalties that occurred during the PAGA Period, including all claims that were or reasonably could have been alleged based on the facts contained in the PAGA Action, including but not limited to, claims for PAGA civil penalties for: (1) failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify for necessary expenditures; and (9) failure to produce requested employment records. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any non-PAGA individual claims by virtue of this Settlement. This release applies only to PAGA civil penalty claims that accrued during the PAGA Period. This release does not extend to any claims or actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agrees, nonetheless, that this release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, ____________ toll free at 1(___) _________ with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office in the name of the Aggrieved Employee to whom the check was issued. You can search for unclaimed property at the California State Controller's Office website: https://www.sco.ca.gov/search_upd.html

If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit ...	02/01/2023		PacificRacing(Miles).W&H	One Legal LLC	19735966-SUM&COM-Atty Svc for Court Filing-238517 Eduar...	1,497.82	1,497.82
Credit ...	02/03/2023		PacificRacing(Miles).W&H	Superior Court of Alameda	PR-JYUJG87MBEPZEKYQT (238517) PacificRacing(Miles)....	2.00	1,499.82
Credit ...	05/30/2023		PacificRacing(Miles).W&H	One Legal LLC	20500914-Status Conf Stmt-Atty Svc for Court Filing-238517 ...	26.66	1,526.48
Credit ...	05/30/2023		PacificRacing(Miles).W&H	One Legal LLC	20508193-Notice-Atty Svc for Court Filing-238517 PacificRaci...	183.15	1,709.63
Credit ...	05/31/2023		PacificRacing(Miles).W&H	One Legal LLC	20500918-Status Conf Stmt-Atty Svc for Court Filing-238517 ...	119.94	1,829.57
Credit ...	05/27/2023		PacificRacing(Miles).W&H	Superior Court of Alameda	PR-XYNYD3ESAOEBIQTXK (238517) Pacific Racing Associa...	2.00	1,831.57
Credit ...	05/27/2023		PacificRacing(Miles).W&H	Superior Court of Alameda	PR-UQOFM2BAX4Q5XENAW (238517) Pacific Racing Assoc...	20.50	1,852.07
Bill	04/03/2023	57460	PacificRacing(Miles).W&H	Valpro Attorney Services, LLC	57460 PacificRacing(Miles).W&H File POS	45.00	1,897.07
Bill	08/18/2023	63551	PacificRacing(Miles).W&H	Valpro Attorney Services, LLC	63551-PacificRacing(Miles).W&H Servee:Pacific Racing Asso...	139.00	2,036.07
Bill	08/18/2023	63576	PacificRacing(Miles).W&H	Valpro Attorney Services, LLC	63576-PacificRacing(Miles).W&H-File POS	45.00	2,081.07
Credit ...	07/10/2023	20760807	PacificRacing(Miles).W&H	One Legal LLC	20760807-CMS-Atty Svc for Court Filing-238517 PacificRacin...	28.72	2,109.79
Credit ...	07/10/2023	20760808	PacificRacing(Miles).W&H	One Legal LLC	20760808-CMS-Atty Svc for Court Filing-238517 PacificRacin...	120.19	2,229.98
Credit ...	07/26/2023	20839473	PacificRacing(Miles).W&H	One Legal LLC	20839473-S&C-Atty Svc for Court Filing-238517 PacificRacin...	1,497.82	3,727.80
Credit ...	03/26/2024	20839473	PacificRacing(Miles).W&H	One Legal LLC	20839473-Refund-Comp,CCCS,Summ-Atty Svc for Court Fili...	-1,029.50	2,698.30
Credit ...	07/28/2023	20894130	PacificRacing(Miles).W&H	One Legal LLC	20894130-POS,Stipulation-Atty Svc for Court Filing-238517 P...	48.28	2,746.58
Credit ...	08/11/2023	20894131	PacificRacing(Miles).W&H	One Legal LLC	20894131-POS,Stip & Order-Atty Svc for Court Filing-238517 ...	51.48	2,798.06
Credit ...	08/09/2023	20965015	PacificRacing(Miles).W&H	One Legal LLC	20965015-Declaration-Atty Svc for Court Filing-238517 Pacific...	20.54	2,818.60
Credit ...	08/14/2023	20973180	PacificRacing(Miles).W&H	One Legal LLC	20973180-Supplemental Declaration-Atty Svc for Court Filing-...	25.63	2,844.23
Credit ...	08/22/2023	20973181	PacificRacing(Miles).W&H	One Legal LLC	20973181-Supplemental Declaration-Atty Svc for Court Filing-...	51.48	2,895.71
Credit ...	10/11/2023	21395458	PacificRacing(Miles).W&H	One Legal LLC	21395458-238517-MILES vs PACIFIC RACING ASSOCIATIO...	21.57	2,917.28
Credit ...	10/11/2023	21398607	PacificRacing(Miles).W&H	One Legal LLC	21398607-238517-MILES vs PACIFIC RACING ASSOCIATIO...	20.49	2,937.77
Credit ...	11/03/2023	21561778	PacificRacing(Miles).W&H	One Legal LLC	21561778-CMS-Atty Svc for Court Filing-238517 Miles vs Paci...	23.58	2,961.35
Credit ...	01/17/2024	22033714	PacificRacing(Miles).W&H	One Legal LLC	22033714-CMS-Atty Svc for Court Filing-238517 Miles vs Paci...	26.66	2,988.01
Credit ...	04/12/2024	22641357	PacificRacing(Miles).W&H	One Legal LLC	22641357-JSCS-Atty Svc for Court Filing-238517 Miles vs Pa...	15.39	3,003.40
Credit ...	04/12/2024	22666526	PacificRacing(Miles).W&H	One Legal LLC	22666526-CMS-Atty Svc for Court Filing-238517 Miles vs Paci...	22.55	3,025.95
Credit ...	08/06/2024	23465314	PacificRacing(Miles).W&H	One Legal LLC	23465314-238517-Atty Svc for Court Filing-CMS-PacificRacin...	29.75	3,055.70
Total 501500 · Court Filing Fees						3,055.70	3,055.70
501700 · Delivery & Freight							
Bill	09/23/2024	8-626-37716	PacificRacing(Miles).W&H	FedEx	8-626-37716 PacificRacing(Miles).W&H WLF to Eduardo Miles	64.81	64.81
Total 501700 · Delivery & Freight						64.81	64.81
502500 · Legal Expenses							
Credit ...	05/05/2023		PacificRacing(Miles).W&H	Department of Industrial Rela...	ORD-000219717 (238517) Pacific Racing Association	75.00	75.00
Bill	04/08/2024	0849974595-1	PacificRacing(Miles).W&H	Thomson Reuters - West Pu...	Legal Research-PacificRacing(Miles).W&H	34.46	109.46
Bill	02/06/2023	847783910	PacificRacing(Miles).W&H	Thomson Reuters - West Pu...	Legal Research-PacificRacing(Miles).W&H	94.77	204.23
Bill	06/06/2023	848413295	PacificRacing(Miles).W&H	Thomson Reuters - West Pu...	Legal Research-PacificRacing(Miles).W&H	15.24	219.47
Total 502500 · Legal Expenses						219.47	219.47
502700 · Mediation Fees							
Bill	04/02/2024	700450a	PacificRacing(Miles).W&H	Cerveris Mediation	700450a-PacificRacing(Miles).W&H-50% Mediation Fee sked...	8,500.00	8,500.00
Total 502700 · Mediation Fees						8,500.00	8,500.00
502800 · Mileage & Parking							
Check	08/20/2024	123870	PacificRacing(Miles).W&H	Jeffrey Bils, Esq - Reimburse...	54 miles-PacificRacing(Miles).W&H-Travel to and from the Of...	36.18	36.18
Total 502800 · Mileage & Parking						36.18	36.18
503200 · Process Service Fees							
Bill	04/03/2023	57426	PacificRacing(Miles).W&H	Valpro Attorney Services, LLC	57426 PacificRacing(Miles).W&H Servee: Golden Gate Fields...	141.00	141.00
Total 503200 · Process Service Fees						141.00	141.00
503300 · Professional Fees							
Bill	08/08/2024	11443	PacificRacing(Miles).W&H	Berger Consulting Group, LLC	11443-PacificRacing(Miles).W&H-17.40 hours of work	7,830.00	7,830.00
Total 503300 · Professional Fees						7,830.00	7,830.00
Total 500000 · COS						19,847.16	19,847.16
TOTAL						**19,847.16**	**19,847.16**

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit ...	04/03/2024	22592381	PacificRacing(Miles).W&H	One Legal LLC	22592381-CMS-Atty Svc for Court Filing-245002 Miles vs Paci...	22.55	22.55
Credit ...	11/04/2024	24059162	PacificRacing(Miles).W&H	One Legal LLC	24059162-245002-Atty Svc for Court Filing-CMS-PacificRacin...	29.84	52.39
Credit ...	01/22/2025	24539727	PacificRacing(Miles).W&H	One Legal LLC	24539727-245002-Atty Svc for Court Filing-CMS-PacificRacin...	26.74	79.13
Total 501500 · Court Filing Fees						79.13	79.13
501700 · Delivery & Freight							
Bill	09/16/2024	8-619-35518	PacificRacing(Miles).W&H	FedEx	8-619-35518 PacificRacing(Miles).W&H WLF to Eduardo Miles	72.66	72.66
Total 501700 · Delivery & Freight						72.66	72.66
Total 500000 · COS						151.79	151.79
TOTAL						**151.79**	**151.79**

Expenses Subtotals - Filtered Exp. Type

As of 2025-02-04 12:18:24 Pacific Standard Time/PST • Generated by Jeanette Heredia

Filtered By
Show: All matters
Matter: ID equals a0L5G00000XuQZA
Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑		Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Eduardo Miles - Wage & Hour: 11/29/2022	E102 — Printing		12/14/2022	E-2982148			$4.00			$4.00
	Subtotal	Sum					$4.00	$0.00	$0.00	$4.00
		Count	1							
	E108 — Postage		5/10/2023	E-3083393			$7.33			$7.33
			5/10/2023	E-3083389			$7.33			$7.33
			5/10/2023	E-3083390			$7.33			$7.33
	Subtotal	Sum					$21.99	$0.00	$0.00	$21.99
		Count	3							
Subtotal		Sum					$25.99	$0.00	$0.00	$25.99
		Count	4							
Total		Sum					$25.99	$0.00	$0.00	$25.99
		Count	4							

EXHIBIT 3

Samantha Smith, Esq.

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Tuesday, June 3, 2025 2:26 PM
To: Samantha Smith's Team
Subject: Thank you for your Proposed Settlement Submission

06/03/2025 02:25:39 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Csamantha.smith%40wilshirelawfirm.com%7C5e1954d8f5244d8948dd08dda2e53b18%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638845827614059440%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=yuo3kl0byLlJ6J07u4BXNNIBi1v4tM8pIX6klHJUX7Y%3D&reserved=0