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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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*

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Date: July 2, 2025
Time: 3:00 p.m.
Dept.: 20

Reservation ID: 713265652716
[advanced by the Court from 8/20/25]

FILED
Superior Court of California
County of Alameda
07/02/2025
Clad Flake, Executive Officer / Clerk of the Court
By: D. Kinney Deputy
D. Kinney

1 The Court, having considered the Plaintiff's Motion for Approval of PAGA Settlement
2 pursuant to California's Private Attorneys General Act, California Labor Code § 2698 *et seq.*
3 ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement,"
4 attached as Exhibit 1 to the Declaration of John G. Yslas), the papers filed in support of the motion,
5 and the arguments of counsel, has determined that the Settlement provides genuine and meaningful
6 relief under PAGA and is fair, adequate, and reasonable.

7 Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

8 1. The Court has jurisdiction over the subject matter of this PAGA Action and over
9 all Parties to the Action.

10 2. This Order incorporates the Settlement Agreement agreed to between Plaintiff, on
11 behalf of himself, the State of California, and Aggrieved Employees, on the one hand, and
12 Defendant Pacific Racing Association d/b/a Golden Gate Fields ("Defendant"), on its own behalf
13 and on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all
14 capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

15 3. Aggrieved Employees includes all persons who worked for Defendant in California
16 as a non-exempt employee at any time during the PAGA Period (May 16, 2022 to July 25, 2024).

17 4. The Court hereby finds that Plaintiff notified the Labor and Workforce
18 Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of
19 California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding
20 the Settlement.

21 5. The Court finds that the Settlement has been reached as a result of serious and non-
22 collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
23 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
24 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement
25 involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine
26 and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate,
27 and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined
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1 in the Settlement Agreement.

2 6. Defendant will not be required to pay any additional amounts in connection with
3 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement
4 Agreement and this Order, which shall not exceed \$480,000.00.

5 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law
6 Firm, PLC, in the total amount of ^{\$144,000}~~\$159,840.00~~. The Court also awards a PAGA Counsel Litigation
7 Expenses Payment in the total amount of \$20,024.94 (requested up to \$22,800.00). The PAGA
8 Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are to be paid from
9 the Gross Settlement Amount.

10 8. The Court awards a PAGA Representative Service Payment to Plaintiff Eduardo
11 Miles for his services in the amount of \$7,500.00 to be paid from the Gross Settlement Amount.
12 Plaintiff submitted a declaration detailing the ways in which he assisted PAGA Counsel in the
13 litigation of the PAGA Action, and the award is appropriate in light of the stated purpose of PAGA.

14 9. The Court appoints Phoenix Class Action Administration Solutions to serve as the
15 Settlement Administrator. The Court concludes that the Administration Expenses Payment in the
16 amount of \$4,250.00 is reasonable and necessary to administer the Settlement and shall be paid
17 from the Gross Settlement Amount.

18 10. The Net Settlement Amount of ^{304,225.06}~~\$288,385.06~~ shall be allocated as follows: 75% of
19 ^{228,168.79}~~\$216,288.79~~ the PAGA Settlement Amount, or ^{76,056.27}~~\$72,096.27~~, will be paid to the LWDA, and the remaining
20 25%, or ^{76,056.27}~~\$72,096.27~~, will be paid to all Aggrieved Employees pursuant to the calculation set forth
21 in the Settlement Agreement for calculating Individual PAGA Payments.

22 11. The Court directs that the Administrator send the Notice, attached as Exhibit B to
23 the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to
24 be disseminated pursuant to the Settlement.

25 12. Upon the Effective Date, the terms of the Settlement Agreement, and this Order
26 and Judgment, shall be binding on the Parties. Plaintiff and the Aggrieved Employees shall be
27 bound by the releases set forth in the Settlement Agreement. Specifically:
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- 1 a. Upon the Effective Date and contingent upon payment of the Gross Settlement
2 Amount, Plaintiff will be deemed to have provided a general release to the Released
3 Parties.
- 4 b. Upon the Effective Date and contingent upon payment of the Gross Settlement
5 Amount, on behalf of the Aggrieved Employees, LWDA and PAGA Counsel, fully
6 and forever releases and discharges all Released Parties from any and all claims for
7 PAGA civil penalties that occurred during the PAGA Period, including all claims
8 that were or reasonably could have been alleged based on the facts contained in the
9 PAGA Action, including but not limited to, claims for PAGA civil penalties for:
10 (1) failure to pay for all hours worked, including minimum, straight time, and
11 overtime wages; (2) failure to provide meal periods; (3) failure to authorize and
12 permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure
13 to maintain accurate records of hours worked and meal periods; (6) failure to timely
14 pay all wages at termination; (7) failure to furnish accurate itemized wage
15 statements; (8) failure to indemnify for necessary expenditures; and (9) failure to
16 produce requested employment records. Aggrieved Employees, other than Plaintiff,
17 will not be deemed to have released any non-PAGA individual claims by virtue of
18 this Settlement. This release applies only to PAGA civil penalty claims that accrued
19 during the PAGA Period. The PAGA Period means the period from May 16, 2022
20 to July 25, 2024.
- 21 c. The releases provided under the settlement shall have *res judicata* effect on
22 Plaintiff, the State of California, and the Aggrieved Employees, as well as their
23 heirs, executors, administrators, successors, and assigns in all pending and future
24 claims, lawsuits, or other proceedings maintained by or on behalf of any such
25 persons, to the extent those claims, lawsuits or other proceedings fall within the
26 scope of claims released as set forth in the Settlement Agreement.
- 27

28 13. Without affecting the finality of this order and entry of judgment, the Court retains

1 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
2 implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California
3 Code of Civil Procedure section 664.6.

4 14. Nothing in this Order or the Settlement shall be construed as an admission or
5 concession by any party. The Settlement and this resulting Order and entry of judgement simply
6 represent a compromise of disputed allegations.

7 15. Upon completion of the Settlement, the Administrator will provide written
8 certification of the completion to the Court and counsel for the Parties which shall be filed with
9 the Court on or before February 9, 2026, ~~2025 (suggested 16 days prior to compliance~~
10 ~~hearing)~~. The Court sets a final accounting hearing to assess compliance with this Order and the
11 Settlement Agreement for February 25, 2026 at 3 p.m. ~~(proposed January 12, 2026) at _____ a.m./p.m.~~

12 16. The entire Action will be dismissed, with prejudice, at the final accounting hearing
13 and upon the terms set forth in the Settlement Agreement, assuming full compliance with this
14 Order and the Settlement Agreement by that date.

15 17. Plaintiff is directed to submit a copy of this Order to the LWDA within ten calendar
16 days after the entry of this Order.

17 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

18
19 Dated: 07/02/2025
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21 
22 By: _____
23 Hon. Karin Schwartz
24 **Karin Schwartz / Judge**
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