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Attorneys for Plaintiff Carlos Ramirez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

ANDY K. FRANCO JR. and GUSTAVO G.
AYALA, individually, and on behalf of the State
of California and other aggrieved persons,

Plaintiffs,

v.

GOLDEN QUEEN MINING COMPANY, LLC,
a California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No. BCV-23-102813

*Assigned for all purposes to:
Hon. T. Mark Smith
Dept. T2*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: May 8, 2025
Time: 8:30 a.m.
Dept.: T2

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 of record for Plaintiffs Andy K. Franco (“Plaintiff Franco”), Jr. and Gustavo G. Ayala (“Plaintiff Ayala”). Bibiyan Law Group, P.C. is the attorneys of record for Plaintiff Carlos Ramirez (“Plaintiff Ramirez”). Plaintiff Franco, Plaintiff Ayala and Plaintiff Ramirez are collectively known as “Plaintiffs”. WLF and Bibiyan Law Group, P.C. are collectively known as “PAGA Counsel”. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. I submit this declaration in support of the Plaintiffs’ Motion for Approval of PAGA Settlement.

Relevant Facts and Procedural History

3. On June 21, 2023, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff Franco and Plaintiff Ayala gave timely written notice to Defendant and the LWDA by sending a PAGA Notice (LWDA-CM-963524-23). A true and correct copy of the letter sent to the LWDA is attached hereto as **Exhibit 2**.

4. The LWDA did not respond to this notice, indicating it did not intend to investigate, thereby authorizing Plaintiff Franco and Plaintiff Ayala to represent the State of California as a private attorney general for the purposes of PAGA.

5. On August 22, 2023, Plaintiff Franco and Plaintiff Ayala commenced this action by filing a complaint for civil penalties under the Private Attorneys General Act of 2004 (Lab. Code, § 2698 *et seq.* (“PAGA”), in Kern County Superior Court 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, Case No. BCV-23-102813.

6. On August 23, 2023, Plaintiff Ramirez filed a complaint for civil penalties under PAGA, in Kern County Superior Court alleging Defendant: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods; (4) failed to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failed to indemnify; (8) violations of Labor Code § 227.3; and (9) unfair competition, Case No. BCV-23-102866.

7. Prior to mediation, PAGA Counsel conducted a thorough investigation into the facts of, applicable law, and potential defenses to the PAGA Action. PAGA Counsel evaluated the strengths and weaknesses of the claims, and assessed the value of the claims using the documents and data Defendant produced in informal discovery, such as, the number of pay periods in the PAGA Period, Plaintiffs' personnel files, employment handbooks and policies, job descriptions, and time and payroll records. PAGA Counsel engaged an expert to quantify the potential exposure using the time and payroll records, and then assessed the risks associated with each claim meriting reductions in the likely recovery at trial.

8. On October 15, 2024, the Parties participated in a private mediation with Tripper Ortman, a well-respected and experienced mediator in wage and hour class and representative actions. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs not being able to maintain representative claims, the difficulty of proving Plaintiffs' claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation.

9. Ultimately, the Parties were able to reach an agreement on general settlement terms at mediation pertaining to approximately 333 non-exempt employee whose final paycheck was not timely paid between October 21, 2021 to July 26, 2024.

10. The Parties negotiated the terms of the Settlement over the next few months. A true and correct copy of the fully executed PAGA Settlement Agreement is attached hereto as **Exhibit 1**.

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PAGA Settlement

11. The Settlement Agreement negotiated by the Parties provides for a Gross Settlement Amount (“GSA”) payment in the amount of \$489,000.00 to resolve the PAGA Action. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses, the PAGA Representative Service Payments and the Administration Expenses Payment. The Net Settlement Amount (“NSA”) to be distributed as PAGA Penalties is \$263,190.87 [\$489,000.00 (GSA) - \$22,500.00 (PAGA Representative Service Payments) – \$163,000.00 (PAGA Counsel Fee Payment) - \$35,809.13 (PAGA Counsel Litigation Expenses) - \$4,500.00 (Administration Expenses)].

12. 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 \$1,260,000.00 based on the Court assessing a \$100 penalty for initial violations for all 12,600 pay periods within the one-year statute.

13. In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the 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, Plaintiffs would need to prove that each Aggrieved Employee suffered a violation for each period the employee worked in relation to the failure to timely pay all wages at termination and the failure to furnish accurate wage statements.

14. Defendant maintains that Plaintiffs 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 Plaintiffs’ allegations and claims asserted in the PAGA Action 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.

1 15. While Plaintiffs are confident in the merits of the case, a legitimate controversy
2 exists as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the
3 underlying claims. Plaintiffs also took into account the fact that continued litigation would be
4 expensive, involving a trial and possible appeals, and would substantially delay and potentially
5 reduce any recovery to the state and the Aggrieved Employees. Assuming Plaintiffs could prove
6 at least one violation per pay period and the Court awarded \$100.00 in PAGA penalties for each
7 of the 12,600 pay periods during the PAGA Period, the total penalties would be approximately
8 \$1,260,000.00. The valuation of \$1,260,000.00 is the civil penalty amount calculated at the
9 maximum statutory rate and without stacking, which is not usually permitted, and in any event
10 would not apply here since there is only one possible penalty of \$100 for a single late payment of
11 wages. Regardless, the Gross Settlement Amount of \$489,000.00 is approximately 38.8% of the
12 maximum realistic liability in this case, which is a good outcome.

13 16. Thus, when the risks of litigation, the burdens of proof necessary to establish
14 liability, and the probability of appeal of a favorable judgment are considered, it is clear that the
15 settlement amount of \$489,000.00 is reasonable and in the best interest of the state and the public.
16 Plaintiffs objectively and knowledgably balanced the strengths and weaknesses of their claims
17 against the risk of continued litigation and were able to determine a realistic range of settlement
18 recovery for PAGA penalties. The Settlement therefore accomplishes PAGA's objectives by
19 imposing sufficient civil penalties "to punish and deter" Defendant from future alleged Labor Code
20 violations, while also ensuring that the penalties are not "unjust, arbitrary and oppressive, or
21 confiscatory." Lab. Code § 2699(e)(2); *Iskanian*, 59 Cal. 4th at 384.

22 **PAGA Counsel's Qualifications and Attorneys' Fees and Costs**

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

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

1 California.

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

6 20. I graduated from the University of California, Santa Barbara with High Honors in
7 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
8 School in 1996.

9 21. Upon graduating from law school in 1996, I worked for a boutique law firm
10 practicing general litigation which included employment law matters. Since 2000 (that is, the last
11 23 years) my practice has been exclusively focused on labor and employment matters including
12 handling wage and hour class, collective and representative actions (including the California
13 Private Attorneys General Act, or “PAGA”), including in the international law firms of Morgan,
14 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
15 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
16 LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage
17 and Hour Practice Group). During my time at these law firms, I was the primary attorney or took
18 a major leading role in defending employers on numerous wage and hour class, collective and
19 representative actions.

20 22. In late June 2022 I left Seyfarth Shaw and joined my current firm, The Wilshire
21 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
22 hour class and representative actions litigating such matters on behalf of plaintiff employees in
23 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
24 defendants, I have successfully mediated the resolution of many wage and hour class, collective,
25 and representative actions. Just since starting to settle cases in late April 2023 I have already
26 successfully mediated matters in which I have been counsel or co-counsel resulting in **over \$100**
27 **million** in settlements which are in the process of being finalized, and with numerous upcoming
28 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.

23. 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). I 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.

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

25. 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.

26. Jeffrey C. Bils is a tenth-year Senior Attorney at Wilshire Law Firm. 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, he was a Senior Editor on the UCLA Law Review and an Articles Editor on the Entertainment Law Review. He served as a Judicial Extern for the Hon. Consuelo Bland Marshall in United States District Court for the Central District of California, and also for the Hon. Sandra R. Klein of United States Bankruptcy Court for the Central District of California. He graduated ranked No. 7 in his graduating class from UCLA School of Law. He was admitted to practice law in the State of California in 2014. Since graduating from law school, he has focused his legal work primarily on employment matters, including wage-and-hour class action and PAGA representative action litigation, and he has helped obtain dozens of settlements on behalf California workers, as well as on behalf of California employers during his years on the defense bar. He is a member of the Beverly Hills Bar Association (BHBA), where he serves as a current member of the Board of Governors and is a past Chair of the Labor & Employment Law Section Executive Committee. He is also a member of the California Employment Lawyers Association (CELA). Mr. Bils currently bills at an hourly rate of \$850.00.

27. Aram Boyadjian is a third-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California in 2021. Aram 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 January 2021, his practice has mainly been focused on wage and hour class action litigation. Mr. Boyadjian currently bills at an hourly rate of \$600.00.

28. Andrew Sandoval is a first-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California in 2022. Andrew 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 graduating, his practice has mainly been focused on wage and hour class action litigation. Mr. Sandoval currently bills at an hourly rate of \$500.00.

29. WLF's requested fees 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 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 Superior Court, No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al.*, Riverside Superior Court, No. CVRI2306013; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin Superior Court, No. STK-CV-UOE-2022-11056. The total hours expended on this action are reasonable and in line with comparable cases.

30. WLF's current lodestar reflects the efficiencies achieved by attorneys experienced in this field with 213.7 hours of work resulting in \$207,090.00 in fees. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

Attorney	Hours	Hourly Rate	Total
John G. Yslas	62.1	\$1,500.00	\$93,150.00
Samantha A. Smith	20	\$1,000.00	\$20,000.00
Jeffrey C. Bils	67.4	\$850.00	\$57,290.00
Aram Boyadjian	45.5	\$600.00	\$27,300.00
Andrew Sandoval	18.7	\$500.00	\$9,350.00

This lodestar surpasses the requested fee award of \$163,000.00, resulting in a negative multiplier. This amount does not include the time PAGA Counsel will spend at the approval hearing and assisting the Settlement Administrator following approval. This time could have been spent on other potentially lucrative cases. 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.

31. Further, the risk factors present in this case favor awarding PAGA Counsel's fee request. To begin, PAGA Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. And, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action posing an actual risk that Plaintiffs 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 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.

32. 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.

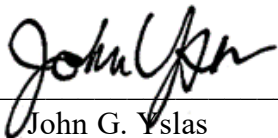
33. In litigation costs, WLF has spent \$33,894.97 on items such as filing fees, service fees, mediation fees, and expert fees and Bibiyan Law Group, P.C. has spent \$1,914.16 on items such as filing fees, postage fees, service fees. Jointly PAGA Counsel has spent \$35,809.13 in litigation costs. All of the costs incurred were reasonable and necessary for the prosecution of this case. The Settlement provides for reimbursement of actual costs. True and correct copies of WLF's cost reports in this matter are attached hereto as **Exhibit 3**.

34. 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.

35. Pursuant to California Labor Code Section 2699(1), Plaintiffs' provided a copy of the Settlement Agreement to the LWDA. Attached hereto as **Exhibit 4** 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.

36. Attached hereto as **Exhibit 5** is a true and correct copy of the bid from the Administrator, ILYM Group, Inc.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 16, 2025 at Los Angeles, California.



John G. Yslas

EXHIBIT 1

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Attorneys for Defendant Golden Queen Mining Company, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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ANDY K. FRANCO and GUSTAVO G.
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vs.

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Case No. BCV-23-102813

*Assigned for all purposes to: Hon. T. Mark
Smith, Dept. T2*

PAGA SETTLEMENT AGREEMENT

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Attorneys for Plaintiff Carlos Ramirez

1 This binding Settlement Agreement (“Agreement”) is made by and between plaintiffs
2 Andy K. Franco, Gustavo Ayala, and Carlos Ramirez (“Plaintiffs”) and defendant Golden Queen
3 Mining Company, LLC (“Golden Queen” or “Defendant”) under the California Labor Code
4 Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The
5 Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Administrator” means, ILYM Group, Inc., the neutral entity the Parties have agreed to
8 appoint to administer the Settlement.

9 1.2. “Administration Expenses Payment” means the amount the Administrator will be paid
10 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
11 with the Administrator’s “not to exceed” bid submitted to the Court in connection with the
12 approval of the Settlement.

13 1.3. “Aggrieved Employee” means all persons who worked for Golden Queen in California
14 as a non-exempt employee at any time during the period beginning October 21, 2021 to July 26,
15 2024.

16 1.4. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
17 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
18 Social Security number, and number of PAGA Pay Periods.

19 1.5. “Aggrieved Employee Address Search” means the Administrator’s investigation and
20 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
21 methods and means including, but not limited to, the National Change of Address database, skip
22 traces, and direct contact by the Administrator with Aggrieved Employees.

23 1.6. “Court” means the Superior Court of the State of California, County of Kern.

24 1.7. “Defendant” means named Defendant Golden Queen Mining Company, LLC.

25 1.8. “Defense Counsel” means Belden Blaine Raytis, LLP.

26 1.9. “Effective Date” shall be the date when all of the following occurs: (1) the Agreement is

1 fully executed; and (2) the Court approves this Agreement through entry of an Order and
2 Judgment. No money will be distributed unless and until the Effective Date occurs.

3 1.10. “Final Judgment” means the Judgment entered by the Court upon granting approval of
4 the Settlement.

5 1.11. “Gross Settlement Amount” means \$489,000.00, which is the total amount Defendant
6 agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual
7 PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses,
8 the PAGA Representative Service Payment and the Administrator’s Expenses.

9 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
10 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
11 the PAGA Period.

12 1.13. “Judgment” means the judgment entered by the Court based upon the PAGA Approval.

13 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency
14 entitled, under Labor Code section 2699, subdivision (i).

15 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
16 under Labor Code section 2699, subdivision (i).

17 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following
18 payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA
19 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration
20 Expenses Payment.

21 1.17. “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Lab. Code, §
22 2698 et seq.).

23 1.18. “PAGA Action” means the Plaintiffs’ lawsuits alleging wage-and-hour violations
24 against Defendant captioned *Franco Jr., et al. v. Golden Queen Mining Company, LLC*, Case No.
25 BCV-23-102813 initiated on August 22, 2023, and *Ramirez v. Golden Queen Mining Company,*
26 *LLC*, Case No. BCV-23-102866 initiated on August 23, 2023, with the Superior Court of the State

of California, County of Kern.

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

1.20. “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. and David Bibiyan of the Bibiyan Law Group, P.C.

1.21. “PAGA Notices” mean Plaintiffs Andy Franco and Gustavo Ayala’s June 21, 2023, letter to Golden Queen and the LWDA, and Plaintiff Carlos Ramirez’s October 21, 2022, letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22. “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.

1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Golden Queen for at least one day during the PAGA Period.

1.24. “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.

1.25. “PAGA Period” means the period from October 21, 2021 through July 26, 2024.

1.26. “PAGA Representatives” or “Plaintiffs” means plaintiffs Andy K. Franco, Gustavo Ayala, and Carlos Ramirez.

1.27. “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.

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

1 1.29. "Released PAGA Claims" means the claims being released as described in
2 Paragraph 5.3 below.

3 1.30. "Released Parties" means Defendant and its officers, directors, employees and
4 agents.

5 1.31. "Settlement" means the disposition of the PAGA Action effected by this Agreement
6 and the Judgment.

7 **2. RECITALS.**

8 2.1. On August 22, 2023, Plaintiffs Andy K. Franco and Gustavo Ayala filed a complaint for
9 civil penalties under PAGA, alleging Defendant: (1) failed to pay for all hours worked, including
10 minimum, straight time, and overtime wages; (2) failed to provide meal periods; (3) failed to
11 authorize and permit rest periods; (4) failed to pay all earned wages twice per month; (5) failed
12 to maintain accurate records of hours worked and meal periods; (6) failed to timely pay all wages
13 at termination; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify for
14 necessary expenditures; and (9) failed to produce requested employment records. Pursuant to
15 Labor Code section 2699.3, subdivision (a), Plaintiffs Andy K. Franco and Gustavo Ayala gave
16 timely written notice to Golden Queen and the LWDA by sending the PAGA Notice on June 21,
2023 (LWDA-CM-963524-23).

17 2.2. On August 23, 2023, Plaintiff Carlos Ramirez filed a complaint for civil penalties under
18 PAGA, alleging Defendant: (1) failed to pay overtime wages; (2) failed to pay minimum wages;
19 (3) failed to provide meal periods; (4) failed to provide rest periods; (5) waiting time penalties;
20 (7) wage statement violations; (8) failed to indemnify; (9) violation of Labor Code § 227.3; and
21 unfair competition, pursuant the allegations in his written notice to Golden Queen and the LWDA,
22 dated October 21, 2022.

23 2.3. Defendant denies the allegations in the Actions, denies any failure to comply with the laws
24 identified in the complaints and denies any liability for the causes of action alleged.

25 2.3. On October 15, 2024, the Parties engaged in arms-length negotiations where they

1 participated in a full-day mediation presided over by respected mediator Tripper Ortman, Esq.
2 With the help of Mr. Ortman, the Parties were able to reach an agreement on general settlement
3 terms at mediation.

4 2.4. In advance of mediation, PAGA Counsel conducted a thorough investigation into the
5 facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiffs obtained through
6 informal discovery a representative sampling of time and payroll data for Aggrieved Employees
7 and the necessary policy documents to properly evaluate the strengths and weakness of the claims
8 and engage in meaningful settlement discussions.

9 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of
10 any other pending matter or action asserting claims that will be extinguished or affected by the
11 Settlement.

12 **3. MONETARY TERMS.**

13 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
14 Defendant promises to pay \$489,000.00 and no more as the Gross Settlement Amount. Defendant
15 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph
16 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
17 without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.
18 None of the Gross Settlement Amount will revert to Defendant. Because the payments made
19 under this Agreement will be made with respect to only the PAGA claims for all Aggrieved
20 Employees, this Agreement is not subject to the rules governing the settlement of class or
21 collective actions. Accordingly, the settlement payments shall be distributed without a claims
22 process or an opportunity to object or opt out.

23 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
24 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
25 in the PAGA Approval:

26 3.2.1 To Plaintiffs: PAGA Representative Service Payment to the PAGA Representatives

1 of not more than \$7,500.00 each, for a total of \$22,500.00 to Plaintiffs (in addition to any
2 Individual PAGA Payment the PAGA Representatives are entitled to receive as Aggrieved
3 Employees). Defendant will not oppose Plaintiffs' request for a PAGA Representative Service
4 Payment that does not exceed this amount. If the Court approves a PAGA Representative Service
5 Payment less than the amount requested, the Administrator will retain the remainder in the Net
6 Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using
7 IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the
8 PAGA Representative Service Payment.

9 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3% of
10 the GSA, which is currently estimated to be \$162,837.00, and a PAGA Counsel Litigation
11 Expenses Payment for actual costs. Defendant will not oppose requests for these payments
12 provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees
13 Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested,
14 the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties
15 shall have no liability to PAGA Counsel arising from any claim to any portion any PAGA Counsel
16 Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay
17 the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS
18 1099 Forms.

19 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$4,500.00
20 except for a showing of good cause and as approved by the Court. If the Court approves
21 Administrator Expenses Payment of less than the amount requested, the Administrator will
22 allocate the remainder to the Net Settlement Amount.

23 3.2.4 Payments from the Net Settlement Amount ("NSA"). The NSA will be distributed
24 as PAGA Penalties with 75% of the NSA allocated to the LWDA PAGA Payment and 25% of
25 the NSA allocated to the Individual PAGA Payments.

26 Individual PAGA Payments: The Administrator will calculate each Individual PAGA

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

7 **4. SETTLEMENT FUNDING AND PAYMENTS.**

8 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant
9 estimates there are 333 Aggrieved Employees who worked a total of 12,600 PAGA Pay Periods.

10 4.2. Aggrieved Employee Data. Not later than seven (7) calendar days after the Court grants
11 PAGA Approval, Defendant will deliver the Aggrieved Employee Data to the Administrator, in
12 the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the
13 Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved
14 Employee Data only for purposes of this Settlement and for no other purpose, and restrict access
15 to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
16 Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to
17 immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted
18 Aggrieved Employee identifying information and to provide corrected or updated Aggrieved
19 Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously
20 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
21 omitted Aggrieved Employee Data.

22 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
23 Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days
24 after the Effective Date.

25 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
26 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all

1 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
2 the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the
3 PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the
4 PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payment
5 shall not precede disbursement of Individual PAGA Payments.

6 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
7 them to Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check
8 shall prominently state the date (not less than 180 days after the date of mailing) when the check
9 will be voided. The Individual PAGA payments will expire one hundred eighty (180) calendar
10 days from the date they are issued by the Administrator. The Administrator will cancel all checks
11 not cashed by the void date. The Administrator will send checks for Individual PAGA Payments
12 to all Aggrieved Employees along with the PAGA Settlement Notice. Before mailing any checks,
13 the Settlement Administrator must update the recipients' mailing addresses using the National
14 Change of Address Database.

15 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all
16 other Aggrieved Employees whose checks are returned undelivered without United States Postal
17 Service ("USPS") forwarding address. Within seven (7) calendar days of receiving a returned
18 check the Administrator must re-mail checks to the USPS forwarding address provided or to an
19 address ascertained through the Aggrieved Employee Address Search. The Administrator need
20 not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are
21 returned as undelivered. The Administrator shall promptly send a replacement check to any
22 Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved
23 Employee prior to the void date.

24 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
25 and cancelled after the void date, the Administrator shall transmit the funds represented by such
26 checks plus any interest accrued to the Salvation Army -Tehachapi Community Center, for use in

1 Kern County or the High Desert area of Los Angeles County.

2 4.4.4 Payments to Aggrieved Employees, including Plaintiffs, as referenced herein will
3 not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
4 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401 (k)
5 or 403(b) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather,
6 it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts
7 to which any Aggrieved Employee may be entitled under any benefit plans.

8 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
9 Gross Settlement Amount, Plaintiffs, Aggrieved Employees, LWDA and PAGA Counsel will
10 release claims against all Released Parties as follows:

11 5.1 Plaintiffs' Release. Plaintiffs and Plaintiffs' respective former and present spouses,
12 representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release
13 and discharge Released Parties from all claims that occurred during the PAGA Period, including
14 all claims that were, or reasonably could have been, alleged, based on the facts contained in the
15 PAGA Action; and claims under the Fair Employment and Housing Act, Americans with
16 Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, and all
17 equivalent claims under federal law ("Plaintiffs' Release"). Plaintiffs' Release does not extend to
18 any claims or actions to enforce this Agreement, or to any claims for vested benefits,
19 unemployment benefits, disability benefits, social security benefits, workers' compensation
20 benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs
21 acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts
22 or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release
23 shall be and remain effective in all respects, notwithstanding such different or additional facts or
24 Plaintiffs' discovery of them.

25 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
26 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,

1 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
7 behalf of themselves and their respective former and present representatives, agents, attorneys,
8 heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA
9 penalties that were alleged, or reasonably could have been alleged, in the PAGA Action and the
10 PAGA Notices, including but not limited to, claims for PAGA civil penalties for: (1) failure to
11 pay for all hours worked, including minimum, straight time, and overtime wages; (2) failure to
12 provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned
13 wages twice per month; (5) failure to maintain accurate records of hours worked and meal periods;
14 (6) failure to timely pay all wages at termination; (7) failure to furnish accurate itemized wage
15 statements; (8) failed to indemnify for necessary expenditures; and (9) failure to produce
16 requested employment records. Aggrieved Employees, other than Plaintiffs, will not be deemed
17 to have released any non-PAGA individual claims by virtue of this Agreement. This release
18 applies only to PAGA penalty claims that accrued during the PAGA Period.

19 **6. MOTION FOR PAGA APPROVAL.** The Parties agree to jointly prepare and file a
20 motion for PAGA approval (“Motion for PAGA Approval”) that complies with the Court’s
21 current rules.

22 6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel within
23 a reasonable time prior to filing all documents necessary for obtaining approval of the Settlement,
24 including: (i) a draft of the notice, and memorandum in support, of the Motion for PAGA
25 Approval that includes an analysis of the underlying Labor Code violations giving rise to PAGA
26 civil penalties that is the subject of this Settlement including request for approval of the PAGA

1 Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order
2 Granting Approval of PAGA Settlement; (iii) a draft proposed PAGA Settlement Notice; (iv) a
3 signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing
4 all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees,
5 [and/or] the Administrator; (v) a signed declaration from PAGA Counsel firm attesting to its
6 competency to represent the Aggrieved Employees; its timely transmission to the LWDA of all
7 necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))),
8 complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2));
9 (vi) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees,
10 and/or the Administrator, if any.

11 6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible
12 for expeditiously finalizing and filing the Motion for PAGA Approval in a timely fashion;
13 obtaining a prompt hearing date for the Motion for PAGA Approval; and for appearing in Court
14 to advocate in favor of the Motion for PAGA Approval. PAGA Counsel is responsible for
15 delivering the Court's PAGA Approval to the Administrator.

16 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
17 PAGA Approval and/or the supporting declarations and documents, PAGA Counsel and Defense
18 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
19 telephone, and in good faith, to resolve the disagreement. If the Court does not grant PAGA
20 Approval or conditions PAGA Approval on any material change to this Agreement, PAGA
21 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
22 meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise
23 satisfy the Court's concerns. The Court's decision to award less than the amounts requested for
24 the PAGA Representative Service Payment, PAGA Counsel Fees payment, PAGA Counsel
25 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a
26 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, 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.

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 and a proposed amended judgement.

8. SETTLEMENT ADMINISTRATION.

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. (“ILYM”) 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. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3. 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.

8.4. 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.

8.4.1 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 cy pres recipient. PAGA Counsel is responsible for filing the Administrator’s declaration in Court.

1 **9. AGGRIEVED EMPLOYEES SIZE ESTIMATE and ESCALATOR CLAUSE.**

2 Defendant estimates that there are a total of 333 Aggrieved Employees that worked a total of
3 12,600 PAGA Pay Periods. If the number of unique pay-periods at issue for the Aggrieved
4 Employees is more than 110%, i.e., more than 13,860 pay-periods, Golden Queen shall pay a
5 proportional amount in addition to the Gross Fund Value for each additional unique pay-period
6 over 13,860.

7 **10. ADDITIONAL PROVISIONS.**

8 10.1. No Admission of Liability or Representative Manageability for Other Purposes.

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

19 10.2. Confidentiality Prior to PAGA Approval. Plaintiffs, PAGA Counsel, Defendant and
20 Defense Counsel separately agree that, until the Motion for PAGA Approval of Settlement is
21 filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
22 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
23 or indirectly, specifically or generally, to any person, corporation, association, government
24 agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom
25 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the

1 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
2 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
3 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
4 inquiry, or subpoena seeking such information. Plaintiffs, PAGA Counsel, Defendant and
5 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
6 communication, before the filing of the Motion for PAGA Approval, with any third party
7 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
8 “the matter was resolved,” or words to that effect. This paragraph does not restrict PAGA
9 Counsel’s communications with Aggrieved Employees in accordance with PAGA Counsel’s
10 ethical obligations owed to Aggrieved Employees.

11 10.3. No Solicitation. The Parties separately agree that they and their respective counsel
12 and employees will not solicit any Aggrieved Employee to appeal from the Judgment. Nothing in
13 this paragraph shall be construed to restrict PAGA Counsel’s ability to communicate with
14 Aggrieved Employees in accordance with PAGA Counsel’s ethical obligations owed to
15 Aggrieved Employees.

16 10.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
17 Agreement together with its attached exhibits shall constitute the entire agreement between the
18 Parties relating to the Settlement, superseding any and all oral representations, warranties,
19 covenants or inducements made to or by any Party.

20 10.5. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
21 and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
22 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
23 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
24 terms of this Agreement including any amendments to this Agreement.

25 10.6. Cooperation. The Parties and their counsel will cooperate with each other and use
26 their best efforts, in good faith, to implement the Settlement by, among other things, modifying

1 the Settlement Agreement, submitting supplemental evidence and supplementing points and
2 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
3 or content of any document necessary to implement the Settlement, or on any modification of the
4 Agreement that may become necessary to implement the Settlement, the Parties will seek the
5 assistance of a mediator and/or the Court for resolution.

6 10.7. No Prior Assignments. The Parties separately represent and warrant that they have
7 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
8 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
9 action or right released and discharged by the Party in this Settlement.

10 10.8. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel
11 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
12 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
13 CFR Part 10, as amended) or otherwise.

14 10.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed or waived only by an express written instrument signed by all Parties or their
16 representatives and approved by the Court.

17 10.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure
18 to the benefit of, the successors of each of the Parties.

19 10.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the State of California, without
21 regard to conflict of law principles.

22 10.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
23 of this Agreement. This Agreement will not be construed against any Party on the basis that the
24 Party was the drafter or participated in the drafting.

25 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
26 inserted for convenience of reference only and does not constitute a part of this Agreement.

1 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
2 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
3 weekend or federal legal holiday, such date or deadline shall be on the first business day
4 thereafter.

5 10.15. Invalidity of any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
7 extent possible consistent with applicable precedents so as to define all provisions of this
8 Settlement Agreement valid and enforceable.

9 10.16. Waiver. No waiver of any condition or covenant contained in this Agreement or
10 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
11 constitute a further waiver by such party of the same or any other condition, covenant, right or
12 remedy.

13 10.17. Notice. All notices, demands or other communications between the Parties in
14 connection with this Agreement will be in writing and deemed to have been duly given as of the
15 third business day after mailing by United States mail, or the day sent by email or messenger,
16 addressed as follows:

17 To Plaintiffs: John G. Yslas
18 jyslas@wilshirelawfirm.com
19 Samantha A. Smith
20 samantha.smith@wilshirelawfirm.com
21 Jeffrey C. Bills
22 jbils@wilshirelawfirm.com
23 Aram Boyadjian
24 aboyadjian@wilshirelawfirm.com
25 Andrew Sandoval
26 andrew.sandoval@wilshirelawfirm.com
27 Wilshire Law Firm, PLC
28 3055 Wilshire Boulevard, 5th Fl
 Los Angeles, California 90010

To Defendant:

Kaleb L. Judy
kaleb@bbr.law
T. Scott Belden
scott@bbr.law
BELDEN BLAINE RAYTIS, LLP
5016 California Avenue, Suite 3
Bakersfield, California 93309

10.18. 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.

10.19. 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.

10.20. 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.

By the Parties:

DATED: _____
Plaintiff Andy Franco

DATED: _____
Plaintiff Gustavo Ayala

DATED: 28/03/2025
Plaintiff Carlos Ramirez

To Defendant:

Kaleb L. Judy
kaleb@bbr.law
T. Scott Belden
scott@bbr.law
BELDEN BLAINE RAYTIS, LLP
5016 California Avenue, Suite 3
Bakersfield, California 93309

10.18. 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.

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10.20. 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.

By the Parties:

DATED: _____

4/14/2025

DATED: _____

DATED: _____

Plaintiff Andy Franco

DocuSigned by:



Plaintiff Gustavo Ayala

Plaintiff Carlos Ramirez

To Defendant:

Kaleb L. Judy
kaleb@bbr.law
T. Scott Belden
scott@bbr.law
BELDEN BLAINE RAYTIS, LLP
5016 California Avenue, Suite 3
Bakersfield, California 93309

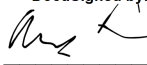
10.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same 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.

10.19. 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.

10.20. 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.

By the Parties:
4/14/2025

DATED: _____

DocuSigned by:

8E8F8BAF80764EC...
Plaintiff Andy Franco

DATED: _____

Plaintiff Gustavo Ayala

DATED: _____

Plaintiff Carlos Ramirez

1 DATED: 14/04/25

Federico Gil
Federico Gil (Apr 14, 2025 16:22 MDT)

2 Defendant Golden Queen Mining Company, LLC

3 By: Federico Gil

4 Position: Authorized agent

5 Approved as to form and substance:

6 DATED: April 16, 2025

WILSHIRE LAW FIRM, PLC

7
8 BY: 

9 John G. Yslas

10 Counsel for Plaintiffs Andy K. Franco and Gustavo
Ayala

11 DATED: March 28, 2025

BIBIYAN LAW GROUP, P.C.

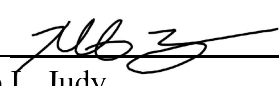
12
13 BY: David B. Bibiyan

14 David Bibiyan

15 Counsel for Plaintiff Carlos Ramirez

16 DATED: 7 April 2025

BELDEN BLAINE RAYTIS, LLP

17
18 BY: 

19 Kaleb L. Judy

20 Counsel for Defendant Golden Queen Mining
21 Company, LLC

Exhibit A

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Andy K. Franco v. Golden Queen Mining Company, LLC

Superior Court of the State of California, County of Kern

Case No. BCV-23-102813

<<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 Kern (the “Court”) has approved a settlement in the above-captioned action filed by Andy K. Franco, Gustavo Ayala, and Carlos Ramirez (“Plaintiffs”) on behalf of themselves and all other aggrieved employees.

In this lawsuit, Plaintiffs claim defendant Golden Queen Mining Company, LLC (“Golden Queen” or “Defendant”) violated California’s wage and hour laws and is therefore liable for penalties under the Private Attorneys General Act (“PAGA”). Specifically, Plaintiffs allege 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 civil penalties. Plaintiffs are 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 Plaintiffs’ 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 it was 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.

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

3 “All persons who worked for Golden Queen in California as a non-exempt
4 employee at any time during the period beginning October 21, 2021 to July 26,
5 2024.”

6 The “PAGA Period” is defined as October 21, 2021 through July 26, 2024.

7 **II. CALCULATION OF INDIVIDUAL PAGA PAYMENT**

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

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

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

14 **III. RELEASE**

15 “Released Parties” means Defendant and its officers, directors, employees and agents.

16 The Court has approved the parties’ Settlement Agreement (“Settlement”). By operation of the
17 Settlement’s terms, all Aggrieved Employees will release the Released Parties from all claims for
18 PAGA penalties that were alleged, or reasonably could have been alleged, in the PAGA Action
19 and the PAGA Notices, including but not limited to, claims for PAGA civil penalties for: (1)
20 failure to pay for all hours worked, including minimum, straight time, and overtime wages; (2)
21 failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to pay
22 all earned wages twice per month; (5) failure to maintain accurate records of hours worked and
23 meal periods; (6) failure to timely pay all wages at termination; (7) failure to furnish accurate
24 itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failure to
25 produce requested employment records. Aggrieved Employees, other than Plaintiffs, will not be
26 deemed to have released any non-PAGA individual claims by virtue of this Agreement (“PAGA
27 Released Claims”). This release applies only to PAGA penalty claims that accrued during the
28 PAGA Period.

1 **IV. SETTLEMENT ADMINISTRATOR**

2 **PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

3 You may call the Settlement Administrator, ILYM Group, Inc. toll free at 1(____) _____ with
4 any questions. You must inform the Settlement Administrator of any change of address to ensure
5 receipt of your settlement payment.

6 Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such
7 event, the Settlement Administrator shall direct all unclaimed funds plus accrued interest, if any,
8 to the Salvation Army -Tehachapi Community Center. If your check is lost or misplaced, you
9 should contact the Settlement Administrator immediately to request a replacement.
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EXHIBIT 2

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
www.wilshirelawfirm.com



Bobby Saadian, Esq. JD/MBA

Colin M. Jones, Esq.
Justin F. Marquez, Esq.
John Yslas, Esq.
Tae Kim, Esq.
Jon Teller, Esq.
Johnny Ogata, Esq.
Carolyn Shining, Esq.
Brad Stuckey, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Christina Le, Esq.
Jennifer Leinbach, Esq.

Jeffrey Bills, Esq.
Nathan Kingery, Esq.
Elizabeth Votra, Esq.
Benjamin Haber, Esq.
Ghazaleh Attaran, Esq.
Adam Sherman, Esq.
Jesenia Martinez, Esq.
Christian Girgis, Esq.
Arrash Fattahi, Esq.
Jesse Chen, Esq.
Bijan Mohseni, Esq.

June 21, 2023

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Golden Queen Mining Company, LLC
2818 Silver Queen Road
Mojave, CA 93501
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4859 32

Golden Queen Mining Company, LLC
P.O. Box 1030
Mojave, CA 93502
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4859 49

Registered Agent Solutions Inc.
Agent for Service of Process for
Golden Queen Mining Company, LLC
1220 S Street, Suite 150
Sacramento, CA 95811
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4859 56

Kaleb L. Judy
BELDEN BLAINE RAYTIS
5016 California Avenue, Ste. 3
Bakersfield, CA 93309
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6362 4859 63

Re: ***Andy K. Franco Jr. and Gustavo G. Ayala v. Golden Queen Mining Company, LLC.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Andy K. Franco Jr. and Gustavo G. Ayala ("Employees") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employees' former employer, Golden Queen Mining Company, LLC ("Employer"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employer engaged in with respect to Employees and all of Employer's Aggrieved Employees.

Employees wish to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of all other persons who worked for Employer in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

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Employees and the Aggrieved Employees suffered the Labor Code violations described below.

Employees' Employment with Employer

Employer owns/owned and operates/operated an industry, business, and establishment within the State of California, including Kern County. As such, and based upon all the facts and circumstances incident to Employer's business in California, Employer is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Andy K. Franco Jr. is a resident of Los Angeles County, California who worked for Employer in Kern County, California as an hourly-paid, non-exempt employee from approximately September 2020 through approximately March 2023. During his employment for Employer, Employer paid him an hourly wage and classified him as non-exempt from overtime. Employer typically scheduled him to work at least five days in a workweek and at least eight hours per day, but he also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Gustavo G. Ayala is a resident of Los Angeles County, California who worked for Employer in Kern County, California as an hourly-paid, non-exempt employee from approximately January 2023 through approximately May 2023. During his employment for Employer, Employer paid him an hourly wage and classified him as non-exempt from overtime. Employer typically scheduled him to work at least five days in a workweek and at least eight hours per day, but he also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

During Employees' employment for Employer, Employer paid Employees an hourly wage and classified Employees as non-exempt from overtime. Employer typically scheduled Employees to work at least five days in a workweek and at least eight hours per day, but Employees also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employees' employment, Employer failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employees with legally compliant meal periods, failed to authorize and permit Employees to take rest periods, failed to timely pay all final wages to Employees when Employer terminated Employees' employment, failed to furnish accurate wage statements to Employees, and failed to indemnify Employees for business expenditures. As discussed below, Employees' experience working for Employer was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

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In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employer failed to pay Employees and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Employer required Employee and the Aggrieved Employees to work “off-the-clock,” uncompensated, by, for example, requiring Employees and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employees and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Employer also failed to maintain accurate records of the hours Employees and the Aggrieved Employees worked.

As a result, Employer is liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

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Despite these legal requirements, Employer wrongfully failed to provide Employees and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law. Employer also continued to assert control over Employees and the Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employees and the Aggrieved Employees permission to take a meal period under the conditions required by law, and without properly compensating Employees and the Aggrieved Employees for meal periods that were not provided as required by law. Employer also did not inform Employees of Employees' right to, nor permitted Employees to take, all of Employees' second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employees to waive such breaks. Accordingly, Employer failed to provide meal periods to Employees and the Aggrieved Employees in compliance with California law.

Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Employer, however, regularly failed to pay Employees and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Employer is liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

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Throughout the statutory period, Employer has wrongfully failed to authorize and permit Employees and the Aggrieved Employees to take legally compliant rest periods in a manner required by law. Employer regularly required Employees and the Aggrieved Employees to work in excess of four consecutive hours a day without Employer authorizing and permitting Employees to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employees and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Employer continued to assert control over Employees and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Employees and the Aggrieved Employees permission to take a rest period. Accordingly, Employer failed to authorize and permit Employees and the Aggrieved Employees to take rest periods in compliance with California law.

Employees and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employer, however, regularly failed to pay Employees and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Employer is liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Employees and the Aggrieved Employees for all wages as discussed above, Employer also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Employer failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Employer, all wages for all rest periods not authorized and permitted by Employer, and all wages for all hours worked. As a result, Employer owes employees the legally required wages for unpaid wages, and Employee and the Aggrieved Employees suffered damages in those amounts.

Moreover, Employer is liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

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Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employees seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employer, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Employees and the Aggrieved Employees.

Employer's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employees and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employer's records. Therefore, Employees and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employer. As a direct result, Employees and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Employer to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employer's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Employees and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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Within the applicable statute of limitations, the employment of Employees and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employer failed, and continues to fail to pay Employees and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employer's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Employer's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employees and the Aggrieved Employees are entitled to recover from Employer their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employer is liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employer failed to, and continues to fail to timely furnish Employees and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employer violated Labor Code § 226, Employees and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Employees and similarly Aggrieved Employees are entitled to recover from Employer the greater of their actual damages caused by Employer's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employer is liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employer wrongfully required Employees and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Employer. Employees and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses. Employees and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Employer, but Employer failed to indemnify Employee and the Aggrieved Employees for these employment-related expenses.

As a result, Employer is liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of

the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions. Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request. On information and belief, Employees and the Aggrieved Employees, or some of them, submitted written request(s) to Employer for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code.

As a result, Employer is liable to Employees and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employer violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures; and
9. Labor Code §§ 226, 432, and 1198.5 by failing to timely produce requested payroll records, timecards, and personnel records.

Therefore, on behalf of all Aggrieved Employees, Employees seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

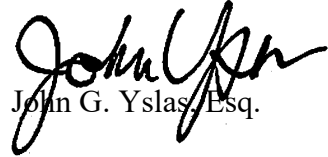
Employees have placed Employer on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

///

LWDA
Notice of Labor Code Violations and PAGA
June 21, 2023
Page 10 of 10

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas". The signature is fluid and cursive, with the first name "John" and last name "Yslas" clearly distinguishable.

John G. Yslas, Esq.

EXHIBIT 3

Wilshire Law Firm, PLC
Client Costs Detailed Report

04/14/25

Accrual Basis

All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit ...	08/31/2023	21053465	GoldenQueen(Franco Jr).W&H	One Legal LLC	21053465-S&C-Atty Svc for Court Filing-199973 GoldenQuee...	1,494.53	1,494.53
Credit ...	11/20/2023	21657712	GoldenQueen(Franco Jr).W&H	One Legal LLC	21657712-Opp.Decl,POS-Atty Svc for Court Filing-199973 Fr...	26.30	1,520.83
Credit ...	11/20/2023	21657713	GoldenQueen(Franco Jr).W&H	One Legal LLC	21657713-Opp.Decl,POS-Atty Svc for Court Filing-199973 Fr...	102.95	1,623.78
Credit ...	08/22/2024	23586622	GoldenQueen(Franco Jr).W&H	One Legal LLC	23586622-199973-Atty Svc for Court Filing-CMS-GoldenQuee...	26.30	1,650.08
Credit ...	11/21/2024	24193876	GoldenQueen(Franco Jr).W&H	One Legal LLC	24193876-199973-Atty Svc for Court Filing-CMS-GoldenQuee...	20.34	1,670.42
Credit ...	01/30/2025	24613908	GoldenQueen(Franco Jr).W&H	One Legal LLC	24613908-199973-Atty Svc for Court Filing-CMS-GoldenQuee...	23.44	1,693.86
Bill	10/16/2023	65916	GoldenQueen(Franco Jr).W&H	Valpro Attorney Services, LLC	65916-GoldenQueen(Franco Jr).W&H-File POS	45.00	1,738.86
Total 501500 · Court Filing Fees						1,738.86	1,738.86
502100 · Expert Fees							
Bill	10/01/2024	2481	GoldenQueen(Franco Jr).W&H	Agility Economics, LLC	2481-GoldenQueen(Franco Jr).W&H-Creating Database of S...	10,432.00	10,432.00
Bill	03/07/2024	INV-001640	GoldenQueen(Franco Jr).W&H	Stratejic, LLC	INV-001640-GoldenQueen(Franco Jr).W&H-Golden Queen M...	7,650.00	18,082.00
Total 502100 · Expert Fees						18,082.00	18,082.00
502500 · Legal Expenses							
Credit ...	02/29/2024		GoldenQueen(Franco Jr).W&H	American Arbitration Associa...	(199973) GoldenQueen(Franco Jr).W&H	360.50	360.50
Credit ...	06/22/2023		GoldenQueen(Franco Jr).W&H	Department of Industrial Rela...	ORD-000232249 (199973) Golden Queen	75.00	435.50
Bill	04/04/2023	848097210	GoldenQueen(Franco Jr).W&H	Thomson Reuters-West Publ...	Legal Research-GoldenQueen(Franco Jr).W&H	25.50	461.00
Bill	08/05/2024	850594939	GoldenQueen(Franco Jr).W&H	Thomson Reuters-West Publ...	Legal Research-GoldenQueen(Franco Jr).W&H	85.14	546.14
Total 502500 · Legal Expenses						546.14	546.14
502700 · Mediation Fees							
Bill	05/28/2024	3051	GoldenQueen(Franco Jr).W&H	Ortman Mediation	3051-GoldenQueen(Franco Jr).W&H-50% Mediation Fee ske...	13,000.00	13,000.00
Total 502700 · Mediation Fees						13,000.00	13,000.00
503200 · Process Service Fees							
Bill	10/04/2023	65878	GoldenQueen(Franco Jr).W&H	Valpro Attorney Services, LLC	65878-GoldenQueen(Franco Jr).W&H Servee: Golden Queen...	139.00	139.00
Bill	11/17/2023	67834	GoldenQueen(Franco Jr).W&H	Valpro Attorney Services, LLC	67834-GoldenQueen(Franco Jr).W&H Servee T. Scott Belden...	171.00	310.00
Total 503200 · Process Service Fees						310.00	310.00
Total 500000 · COS						33,677.00	33,677.00
TOTAL						33,677.00	33,677.00

Expenses Subtotals - Filtered Exp. Type

As of 2025-04-14 16:40:56 Pacific Standard Time/PST • Generated by Jeanette Heredia

Filtered By
Show: All matters
Matter: ID equals a0L5G00000ZK30p
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.
Andy Franco JR - Wage & Hour: 3/6/2023	DTF	8/19/2024	E-3235758		Docusign envelope	\$1.89			\$1.89
		8/2/2024	E-3235715		Docusign envelope	\$1.89			\$1.89
		11/15/2023	E-3160125		DocuSign envelope	\$1.89			\$1.89
		11/15/2023	E-3160124		DocuSign envelope	\$1.89			\$1.89
	Subtotal	Sum				\$7.56	\$0.00	\$0.00	\$7.56
		Count	4						
	E108 — Postage	7/6/2023	E-3130070			\$7.09			\$7.09
		7/6/2023	E-3130069			\$7.09			\$7.09
		7/6/2023	E-3130066			\$7.09			\$7.09
		7/6/2023	E-3130064			\$7.09			\$7.09
	Subtotal	Sum				\$28.36	\$0.00	\$0.00	\$28.36
		Count	4						
	Subtotal	Sum				\$35.92	\$0.00	\$0.00	\$35.92
		Count	8						
Total		Sum				\$35.92	\$0.00	\$0.00	\$35.92
		Count	8						

Wilshire Law Firm, PLC
Client Costs Detailed Report

04/14/25

Accrual Basis

All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501700 · Delivery & Freight							
Bill	04/15/2024	8-468-05236	GoldenQueenMining(Ayala)....	FedEx	8-468-05236 GoldenQueenMining(Ayala).W&H WLF to Belde...	44.83	44.83
Total 501700 · Delivery & Freight						44.83	44.83
502500 · Legal Expenses							
Credit ...	02/29/2024		GoldenQueenMining(Ayala)....	American Arbitration Associa...	(243188) GoldenQueenMining(Ayala).W&H	360.50	360.50
Bill	07/07/2023	848582696	GoldenQueenMining(Ayala)....	Thomson Reuters-West Publ...	Legal Research-GoldenQueenMining(Ayala).W&H	18.22	378.72
Bill	09/14/2023	848896021	GoldenQueenMining(Ayala)....	Thomson Reuters-West Publ...	Legal Research-GoldenQueenMining(Ayala).W&H	106.61	485.33
Total 502500 · Legal Expenses						485.33	485.33
502700 · Mediation Fees							
Deposit	04/30/2024	3748554	GoldenQueenMining(Ayala)....	American Arbitration Associa...	243188 GoldenQueenMining(Ayala).W&H-refund check from ...	-350.00	-350.00
Total 502700 · Mediation Fees						-350.00	-350.00
Total 500000 · COS						180.16	180.16
TOTAL						180.16	180.16

Expenses Subtotals - Filtered Exp. Type

As of 2025-04-14 16:39:36 Pacific Standard Time/PST • Generated by Jeanette Heredia

Filtered By
Show: All matters
Matter: ID equals a0L5G00000Yi5kn
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.
Gustavo Ayala - Wage & Hour: 5/31/2023	DTF	6/7/2023	E-3150109		Docusign Envelope	\$1.89			\$1.89
	Subtotal	Sum				\$1.89	\$0.00	\$0.00	\$1.89
		Count	1						
Subtotal		Sum				\$1.89	\$0.00	\$0.00	\$1.89
		Count	1						
Total		Sum				\$1.89	\$0.00	\$0.00	\$1.89
		Count	1						

EXHIBIT 4



Thank you for your Proposed Settlement Submission

From DIR PAGA Unit <no-reply@formassembly.com>

Date Wed 4/16/2025 12:28 PM

To Lisa Iturriaga, Esq. <lisa.iturriaga@wilshirelawfirm.com>

04/16/2025 12:27:55 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%7Clisa.iturriaga%40wilshirelawfirm.com%7C8ad7255239cf4a6a169d08dd7d1cd401%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638804284965026057%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoIjTWFPpbClslldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=BI%2FCDrpYNjcMtc4wmUf783Z7GQFJcvl6w%2FqQ5XG9uvU%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Clisa.iturriaga%40wilshirelawfirm.com%7C8ad7255239cf4a6a169d08dd7d1cd401%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638804284965026057%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoIjTWFPpbClslldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=BI%2FCDrpYNjcMtc4wmUf783Z7GQFJcvl6w%2FqQ5XG9uvU%3D&reserved=0)

EXHIBIT 5

Case Name: Ayala v. Golden Queen
Thursday, March 13, 2025

Requesting Attorney:

Samantha Smith, Esq.
Wilshire Law Firm, PLC
samantha.smith@wilshirelawfirm.com
213.381.9988

ILYM Group Contact:

Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	333
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$1,389.15
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,890.85
Case Conclusion:	\$220.00

Estimated ILYM Fees & Expenses: \$4,500.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Ayala v. Golden Queen

Thursday, March 13, 2025

Requesting Attorney's Name: Samantha Smith, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$100.00	1	\$100.00
Toll-Free Customer Service Representative	Flat Rate	\$149.15	1	\$149.15

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$1,389.15

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	333	\$499.50
USPS First Class 1oz Postage	Per Piece	\$0.65	333	\$216.45
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	50	\$99.90
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,890.85

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

Estimated ILYM Fees & Expenses: \$4,500.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.