

FILED  
KERN COUNTY SUPERIOR COURT  
06/04/2025

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17  
18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **FOR THE COUNTY OF KERN**

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

22 Plaintiffs,

23 v.

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

26 Defendants.

Case No. BCV-23-102813

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

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

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

~~[PROPOSED]~~ ORDER

The Court, having considered the Plaintiffs' Motion for Approval of PAGA Settlement pursuant to California's Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement," attached as Exhibit 1 to the Declaration of John G. Yslas), the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

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

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

2. This Order incorporates the Settlement Agreement agreed to between Plaintiffs, on behalf of themselves, the State of California, and Aggrieved Employees, on the one hand, and Defendant Golden Queen Mining Company, LLC ("Defendant"), on their own behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. Aggrieved Employees includes all persons who worked for Golden Queen in California as a non-exempt employee at any time during the period beginning October 21, 2021 to July 26, 2024.

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

5. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine

1 and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate,  
2 and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined  
3 in the Settlement Agreement.

4 6. Defendant will not be required to pay any additional amounts in connection with  
5 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement  
6 Agreement and this Order, which shall not exceed \$489,000.00.

7 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law  
8 Firm, PLC and Bibiyan Law Group, P.C., in the total amount of \$163,000.00. The Court also  
9 awards a PAGA Counsel Litigation Expenses Payment in the total amount of \$35,809.13  
10 (\$33,894.97 to Wilshire Law Firm, PLC and \$1,914.16 to Bibiyan Law Group, P.C.). The PAGA  
11 Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are to be paid from  
12 the Gross Settlement Amount.

13 8. The Court awards a PAGA Representative Service Payment to Plaintiff Andy K.  
14 Franco, Jr. in the amount of \$7,500.00, Plaintiff Gustavo G. Ayala in the amount of \$7,500.00, and  
15 Plaintiff Carlos Ramirez in the amount of \$7,500.00 to be paid from the Gross Settlement Amount  
16 for their services. Plaintiffs each submitted a declaration detailing the ways in which he and/or she  
17 assisted PAGA Counsel in the litigation of the PAGA Action, and the award is appropriate in light  
18 of the stated purpose of PAGA.

19 9. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator.  
20 The Court concludes that the Administration Expenses Payment in the amount of \$4,500.00 is  
21 reasonable and necessary to administer the Settlement and shall be paid from the Gross Settlement  
22 Amount.

23 10. The Net Settlement Amount of \$263,190.87 shall be allocated as follows: 75% of  
24 the PAGA Settlement Amount, or \$197,393.15, will be paid to the LWDA, and the remaining  
25 25%, or \$65,797.72, will be paid to all Aggrieved Employees pursuant to the calculation set forth  
26 in the Settlement Agreement for calculating Individual PAGA Payments.

27 11. The Court directs that the Administrator send the Notice, attached as Exhibit A to  
28

1 the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to  
2 be disseminated pursuant to the Settlement.

3 12. Upon the Effective Date, the terms of the Settlement Agreement, and this Order  
4 and Judgment, shall be binding on the Parties. Plaintiffs, Aggrieved Employees, the LWDA and  
5 PAGA Counsel shall be bound by the releases set forth in the Settlement Agreement. Specifically:

6 a. Upon the Effective Date and contingent upon payment of the Gross Settlement  
7 Amount, Plaintiffs will be deemed to have provided a general release to the Released Parties.

8 b. Upon the Effective Date and contingent upon payment of the Gross Settlement  
9 Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their  
10 respective former and present representatives, agents, attorneys, heirs, administrators, successors  
11 and assigns, the Released Parties (Defendant and its officers, directors, employees and agents)  
12 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, in  
13 the PAGA Action and the PAGA Notices, including but not limited to, claims for PAGA civil  
14 penalties for: (1) failure to pay for all hours worked, including minimum, straight time, and  
15 overtime wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods;  
16 (4) failure to pay all earned wages twice per month; (5) failure to maintain accurate records of  
17 hours worked and meal periods; (6) failure to timely pay all wages at termination; (7) failure to  
18 furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and  
19 (9) failure to produce requested employment records. Aggrieved Employees, other than Plaintiffs,  
20 will not be deemed to have released any non-PAGA individual claims by virtue of this Agreement.  
21 This release applies only to PAGA penalty claims that accrued during the PAGA Period (from  
22 October 21, 2021 to July 26, 2024).  
23

24 13. Without affecting the finality of this order and entry of judgment, the Court retains  
25 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,  
26 implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California  
27 Code of Civil Procedure section 664.6.

28 14. Nothing in this Order or the Settlement shall be construed as an admission or

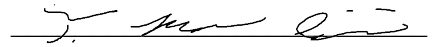
1 concession by any party. The Settlement and this resulting Order and entry of judgement simply  
2 represent a compromise of disputed allegations.

3 15. Upon completion of the Settlement, the Administrator will provide written  
4 certification of the completion to the Court and counsel for the Parties which shall be filed with  
5 the Court on or before **January 20,** 2026 (suggested 16 days prior to compliance  
6 hearing). The Court sets a final accounting hearing to assess compliance with this Order and the  
7 Settlement Agreement for **February 9, 2026** (proposed February 9, 2026) at **8:30** a.m./~~p.m.~~

8 16. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10  
9 calendar days after the entry of this Order.

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

11  
12 June 4, 2025

13   
14 Hon. T. Mark Smith  
Signed: 6/4/2025 04:31 PM