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

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

Plaintiffs,

vs.

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*

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.

1 6.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
2 Court will retain jurisdiction over the Parties, PAGA Action, and the Settlement solely for
3 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
4 administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

5 6.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
6 conditions of this Agreement, specifically excluding the PAGA Representative Service Payment,
7 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment and/or
8 Administrator Expenses Payment set forth in this Settlement, the Parties, their respective counsel,
9 waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate
10 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
11 writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such
12 motions, writs or appeals. In the event of a timely appeal of the Judgment, the Parties' obligations
13 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
14 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
Settlement Amount.

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

25 **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

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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

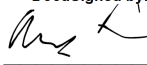
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10.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

By the Parties:
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.

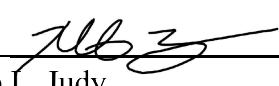
12
13 BY: David B. Bibiyan

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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