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Superior Court of California
County of Los Angeles
12/20/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Vasquez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – POMONA COURTHOUSE SOUTH

ALMA CASTRO, an individual, on behalf
of himself and on behalf of all others
similarly situated,

Plaintiff,

v.

POMONA VALLEY MINING CO., a
California Corporation; and DOES 1 to
50, inclusive,

Defendant.

CASE NO.: 24PSCV00758
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Hon. Allison L. Westfahl Kong, Dept. H*

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT

Hearing Date: December 20, 2024
Hearing Time: 9:30 a.m.

Complaint Filed: March 12, 2024
Trial Date: None

Plaintiff ALMA CASTRO ("Plaintiff") moves for approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(l), against POMONA VALLEY MINING, CO. ("Defendant").

Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as a private attorneys general with respect to the PAGA claims being released under the terms of the Private Attorneys General Act (PAGA) Settlement Agreement and Release ("Settlement Agreement"). The California Labor Workforce Development Agency ("LWDA") was provided with notice of the settlement and the motion for

~~PROPOSED~~ ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT

1 approval of the settlement via its online process and no objection has been received to the
2 settlement or the motion from the LWDA. The Parties seek approval of the settlement of
3 Plaintiff's PAGA claims and the Gross Settlement Amount to be paid as part of the settlement as
4 set forth in the Settlement Agreement, which was filed with the Court ("PAGA Settlement").
5 The PAGA Settlement provides for a Gross Settlement Amount in the total sum of \$185,000,
6 which includes the Net Settlement Amount, PAGA Counsel Award in the amount of \$89,000,
7 comprised of attorneys' fees in the amount of \$74,000 and reimbursed litigation expenses in the
8 amount of \$15,000, and a Claims Administration Costs estimated in the amount of \$5,000,
9 Plaintiff's enhancement award of \$5,000. The Net Settlement Amount is the amount remaining
10 from the Gross Settlement Amount after the deduction of the Claims Administration Costs,
11 Plaintiff's Enhancement Award and PAGA Counsel Award. The Administrator will be Apex
12 Class Action LLC. The sum of any settlement checks not cashed within 180 days, or the extended
13 deadline as provided in the Settlement Agreement, will be transmitted to the State Controller's
14 Unclaimed Property Fund in the name of the Aggrieved Employees who did not cash their
15 checks. The Court approved the Gross Settlement Amount and the distributions of the Gross
16 Settlement Amount as set forth above.

17 The Court, having reviewed the evidence and papers submitted and argument of counsel,
18 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Parties' motion and approves
19 the PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
20 which shall be allocated and paid out as set forth in the Settlement Agreement. The "Aggrieved
21 Employees" are defined as "all persons within the State of California who are or were employed
22 by Pomona Valley as hourly paid non-exempt employees during any portion of the PAGA Period.
23 The PAGA Period is January 3, 2023 to September 6, 2024.

24 Upon entry of Judgment and funding in full of the PAGA Settlement by Defendant,
25 Defendant and each of its former and present directors, officers, shareholders, owners, members,
26 attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates ("Released
27 Parties") shall be entitled to a release from the State of California, the LWDA, Plaintiff and the
28 Aggrieved Employees as to the following claims: all claims asserted in the ACTION, all claims

1 asserted in the PAGA NOTICE sent by or on behalf of PLAINTIFF to the LWDA, all claims that
2 could have been asserted in the ACTION (whether under federal law or state law) or any other
3 claims under PAGA, based on the facts alleged, including but not limited to any and all claims
4 for PAGA penalties based on the Labor Code sections asserted therein, including, PAGA
5 PENALTIES for violations under the California Labor Code §§ 201, 202, 203, 204 et seq., 210,
6 218, 221, 226 et seq., 226.3, 226.7, 227.3, 246 et seq., 350, 351, 353, 510, 512, 558, 1194, 1197,
7 1197.1, 1198, 2699, 2699.3 et seq., 2800, 2802, the applicable IWC Wage Orders, and California
8 Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B). (“PAGA Released Claims”).

9 Neither the Settlement Agreement nor the settlement contained therein, nor any act
10 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i)
11 is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
12 PAGA Released Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
13 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil,
14 criminal, or administrative proceeding in any court, administrative agency, or other tribunal.
15 Defendant or any of the Released Parties may file the Settlement Agreement and/or the separate
16 Judgment from this action in any other action that may be brought against it or them in order to
17 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
18 good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue
19 preclusion or similar defense or counterclaim.

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Judgment is hereby entered on the claims asserted under PAGA in this action. After entry of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED: December 20, 2024



Allison L. Westfahl Kong

Allison L. Westfahl Kong / Judge

THE HONORABLE ALLISON L. WESTFAHL KONG
JUDGE OF THE SUPERIOR COURT