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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BENITO

REYNA ESTHER MAYA DAMIAN, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

CUSTOM AG-PAK, LLC; and DOES 1-
10, inclusive,

Defendant.

Case No. CU-24-00259

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT**

Date: December 15, 2025

Time: 10:30 a.m.

Dept.: 1

1 The motion of plaintiff Reyna Esther Maya Damian ("Plaintiff") for an order approving
2 the Stipulation re PAGA Settlement and Release of Claims (the "PAGA Settlement") reached
3 with defendant Custom Ag-Pak, LLC ("Defendant") came regularly on for hearing. Good cause
4 having been shown, Plaintiff's motion is GRANTED and IT IS HEREBY ORDERED:

5 1. The Court approves the terms of the PAGA Settlement as fair, adequate and
6 reasonable.

7 2. The Court finds that Plaintiff provided the Labor and Workforce Development
8 Agency (the "LWDA") notice of the PAGA Settlement in accordance with Labor Code Section
9 2699(s) and the LWDA has not objected to the PAGA Settlement.

10 3. The Court orders that, in accordance with the PAGA Settlement, Defendant shall
11 transmit to the Settlement Administrator the sum of \$275,000 (the "Gross Settlement Amount")
12 for making all the payments required under the PAGA Settlement.

13 4. The Court hereby appoints Atticus Administration as the Settlement Administrator
14 and orders that the Settlement Administrator shall make all the payments required under the
15 PAGA Settlement as follows:

16 a. The amount of \$4,000 shall be payable to Atticus Administration as its fee for
17 settlement administration.

18 b. The amount of \$2,500 shall be awarded to Plaintiff as a Service Payment.

19 c. The amount of \$91,666.67 shall be awarded to Plaintiff's counsel for attorney's
20 fees.

21 d. The amount of \$4,964.80 shall be awarded to Plaintiff's counsel for costs.

22 e. The amount of \$111,711.29 (65% of the Net Settlement Amount of \$171,863.53)
23 shall be paid to the LWDA.

24 f. The amount of \$60,152.24 (35% of the Net Settlement Amount of \$171,863.53)
25 shall be distributed to Aggrieved Employees (defined under the PAGA Settlement as "all persons
26 who, at any time between November 5, 2023 and December 15, 2025, worked for Defendant in
27 California as a non-exempt employee") as follows: each Aggrieved Employee shall receive a pro
28 rata amount of 35% of the Net Settlement Amount based on the total number of pay periods

1 worked between November 5, 2023 and December 15, 2025 (the “Liability Period”).

2 5. The Court orders the Settlement Administrator to send each Aggrieved Employee
3 who receives a settlement payment a Notice in the form attached as Exhibit A to the Settlement.

4 6. The Court orders that, upon the effective date of the Settlement, each Aggrieved
5 Employee shall be deemed to have released any and all claims against Defendant and any former
6 and present parent, subsidiary, and affiliated corporations, and their officers, directors,
7 employees, partners, shareholders and agents, and any other successors, assigns, or legal
8 representatives (“Released Parties”), from any and all claims, rights, demands, liabilities and
9 causes of action for civil penalties under PAGA that arose or may have arisen during the Liability
10 Period, based on the facts that were alleged in the First Amended Complaint or asserted in the
11 notice letter sent by Plaintiff to the LWDA, or that are reasonably related thereto, including, but
12 not limited to, all claims for civil penalties under PAGA based on the alleged failures of
13 Defendant to provide meal periods, to provide rest periods, to pay premium wages for meal
14 period or rest period violations, to pay minimum wages, to pay overtime wages, to provide
15 accurate wage statements, and to pay all wages owed upon termination during the Liability
16 Period.

17 7. This Judgment shall be binding on all Aggrieved Employees and the State of
18 California, who are hereby barred by the doctrine of res judicata from re-litigating the Settled
19 Claims during the Settlement Period, as those terms are defined by the Settlement. See *Arias v.*
20 *Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action
21 brought by an aggrieved employee under PAGA is binding not only on the named employee
22 plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party
23 to the proceeding).

24 8. The Settlement is not an admission by Defendant, nor is this Order and Judgment a
25 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order
26 and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry
27 out the Settlement, may be construed as, or may be used as, an admission of any fault,
28 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

1 9. The Court reserves exclusive and continuing jurisdiction over the action for the
2 purposes of supervising the implementation, enforcement, construction, administration, and
3 interpretation of the Settlement and this Approval Order.

4 10. The Court orders that, within ten (10) days after entry of this Approval Order,
5 Plaintiff shall submit a copy of this Approval Order to the LWDA pursuant to California Labor
6 Code section 2699(s)(3) and, within seven (7) days following Plaintiff's submission of this
7 Approval Order to the LWDA, Plaintiff's counsel shall file a declaration confirming that Plaintiff
8 has complied with California Labor Code section 2699(s)(3).

9 11. The Court schedules a Final Accounting hearing to be held on January 5, 2026
10 at 10:30 a.m. in Department 1.

11
12 Dated: 12/15/25



Judge of the Superior Court
Frank Dougherty