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Attorneys for Plaintiff

REYNA ESTHER MAYA DAMIAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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,

Defendants.

Case No. CU-24-00259

**NOTICE OF MOTION AND MOTION OF
PLAINTIFF FOR PAGA SETTLEMENT
APPROVAL ORDER**

Date: December 15, 2025

Time: 10:30 a.m.

Dept: 1

Please take notice that on December 15, 2025 at 10:30 a.m., or as soon thereafter as counsel may be heard, in Department 1 of the San Benito Superior Court, located at 450 Fourth Street, Hollister, California, plaintiff Reyna Esther Maya Damian ("Plaintiff") will and hereby does move for an order approving the Stipulation re PAGA Settlement and Release of Claims (the "PAGA Settlement") reached with defendant Custom Ag-Pak, LLC ("Defendant").

Specifically, Plaintiff moves for an order providing that:

1. The Court approves the terms of the PAGA Settlement as fair, adequate and reasonable.
2. The Court finds that Plaintiff provided the Labor and Workforce Development Agency (the "LWDA") notice of the PAGA Settlement in accordance with Labor Code Section 2699(s) and the LWDA has not objected to the PAGA Settlement.

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

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

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

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

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

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

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

14 f. The amount of \$60,152.24 (35% of the Net Settlement Amount of \$171,863.53) shall be
15 distributed to Aggrieved Employees (defined under the PAGA Settlement as “all persons who, at any
16 time between November 5, 2023 and December 15, 2025, worked for Defendant in California as a
17 non-exempt employee”) as follows: each Aggrieved Employee shall receive a pro rata amount of 35%
18 of the Net Settlement Amount based on the total number of pay periods worked between November 5,
19 2023 and December 15, 2025 (the “Liability Period”).

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

22 6. The Court orders that, upon the effective date of the Settlement, each Aggrieved
23 Employee shall be deemed to have released any and all claims against Defendant and any former and
24 present parent, subsidiary, and affiliated corporations, and their officers, directors, employees, partners,
25 shareholders and agents, and any other successors, assigns, or legal representatives (“Released
26 Parties”), from any and all claims, rights, demands, liabilities and causes of action for civil penalties
27 under PAGA that arose or may have arisen during the Liability Period, based on the facts that were
28 alleged in the First Amended Complaint or asserted in the notice letter sent by Plaintiff to the LWDA,

1 or that are reasonably related thereto, including, but not limited to, all claims for civil penalties under
2 PAGA based on the alleged failures of Defendant to provide meal periods, to provide rest periods, to
3 pay premium wages for meal period or rest period violations, to pay minimum wages, to pay overtime
4 wages, to provide accurate wage statements, and to pay all wages owed upon termination during the
5 Liability Period.

6 7. The Court reserves exclusive and continuing jurisdiction over the action for the
7 purposes of supervising the implementation, enforcement, construction, administration, and
8 interpretation of the PAGA Settlement and this Approval Order.

9 8. The Court orders that, within ten (10) days after entry of this Approval Order, Plaintiff
10 shall submit a copy of this Approval Order to the LWDA pursuant to California Labor Code section
11 2699(s)(3) and, within seven (7) days following Plaintiff's submission of this Approval Order to the
12 LWDA, Plaintiff's counsel shall file a declaration confirming that Plaintiff has complied with
13 California Labor Code section 2699(s)(3).

14 9. The Court schedules a final accounting hearing for a date in June 2026.
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16 Plaintiff's motion is made pursuant to Labor Code Section 2699(s)(2) on the grounds that the
17 PAGA Settlement is fair and reasonable and is based on this Notice; the accompanying Memorandum
18 of Points and Authorities, Declaration of Gregory N. Karasik, Declaration of Santos Gomez,
19 Declaration of Reyna Esther Maya Damian, and Declaration of Christopher Longley; and upon such
20 other matters that may be considered by the Court in connection with the motion.

21 Dated: November 19, 2025

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

23 By *s/ Gregory N. Karasik*
24 Gregory N. Karasik
25 Attorneys for Plaintiff
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