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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

SELENA MOSQUEDA, as an aggrieved
employee pursuant to the Private Attorneys
General Act (“PAGA”), on behalf of the State
of California and other aggrieved employees,

Plaintiff,

vs.

FRED LOYA INSURANCE AGENCY,
INC., a New Mexico corporation; LOYA
CASUALTY INSURANCE COMPANY, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. CIVDS2016339

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of San Bernardino (“Court”), Plaintiffs Selena Mosqueda and Martha Ochoa (“Plaintiffs”) and Defendants Fred Loya Insurance Agency, Inc. and Loya Casualty Insurance Company (“Defendants”) (collectively with Plaintiffs, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of their claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Actions” means *Mosqueda v. Fred Loya Insurance Agency, Inc.*, No. CIVDS2016339 (San Bernardino County Superior Court) (“Mosqueda Action”) and *Ochoa v. Fred Loya Insurance Agency, Inc.*, originally filed in Merced County Superior Court, Case No. 23CV-04437, and currently pending in the United States District Court for the Eastern District of California, Case No. 1:24-cv-00151-JLT-BAM (“Ochoa Action”).
2. “Aggrieved Employees” means all persons who were employed by Defendants in California as non-exempt, hourly-paid employees at any time from May 28, 2019 through the earlier of August 11, 2024, or the date of entry of the Order and Judgment.
3. “Court” means the Superior Court for the State of California, County of San Bernardino.
4. “Effective Date” means: (a) if no timely objections are filed, or are withdrawn prior to the date of entry of the Order and Judgment, then the date of entry of the Order and Judgment; or (b) if an objection to the Settlement is filed, then the Effective Date will be the sixty-first (61st) calendar day after the date of entry of the Order and Judgment, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector or by either of the parties as set forth in paragraph 39 below, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.
5. “Gross Settlement Amount” means the settlement amount of Eight Hundred Seventy-Five Thousand Dollars (\$875,000) to be paid by Defendants in full satisfaction of all Released Claims.

6. “LWDA” means the California Labor and Workforce Development Agency.

7. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees and Costs, Service Awards, and Settlement Administrator Costs.

8. “Plaintiffs’ Counsel” means Capstone Law APC and Lawyers *for* Justice, PC.

9. “Released Claims” means any and all claims against the Released Parties, whether known or unknown for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law that were alleged and/or predicated on the facts and matters alleged in the Actions and/or any PAGA letters that Plaintiffs sent to the LWDA with respect to the Aggrieved Employees during the Settlement Period, including specifically claims for alleged (1) failure to pay overtime (including failure to pay overtime at the correct rate of pay); (2) failure to pay minimum wages for all hours worked; (3) failure to authorize and permit meal periods and/or pay premiums (including failure to pay at the correct rate of pay); (4) failure to authorize and permit rest periods and/or pay premiums (including failure to pay at the correct rate of pay); (5) failure to provide accurate and complete wage statements; (6) failure to maintain accurate and complete payroll records; (7) failure to timely pay all earned wages due; (8) failure to pay all earned wages upon termination; (9) requiring employees to execute a release of claims as a condition to receiving wages due to them; (10) failure to reimburse business expenses necessarily incurred; and (11) failure to provide written notice of material terms of employment under Labor Code section 2810.5.

10. “Released Parties” means Defendants Fred Loya Insurance Agency, Inc. and Loya Casualty Insurance Company, and all current and former, direct and indirect parents, subsidiaries, brother-sister companies, and all other affiliates and related partnerships, joint ventures, or other entities and, with respect to each of them, their predecessors and successors, and with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, agents, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and any trustees or fiduciaries of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this section, and all their successors.

11. “Service Awards” means the amounts to be paid to Plaintiffs as payment for service on behalf of the LWDA and Aggrieved Employees and for general releases of all claims arising out of their

1 employment with Defendants.

2 12. “Settlement Period” means May 28, 2019 through the earlier of August 11, 2024, or the
3 date of entry of the Order and Judgment.

4 13. “Settlement Administrator” means ILYM Group, Inc.

5 **TERMS**

6 14. First Amended Complaint. As a condition of settlement, Plaintiff Mosqueda will file a
7 First Amended Complaint (“FAC”) in the Mosqueda Action to: (a) add Martha Ochoa as a named
8 plaintiff, and (b) conform the pleadings with the scope of the Released Claims. Defendants will not be
9 required to file an answer or other responsive pleading to the FAC. If, for any reason, the Court does not
10 approve of the Settlement, or if the Settlement does not become final for any reason, then the FAC will
11 be deemed withdrawn and the original Complaint will again become the operative complaint without
12 prejudice to Plaintiff Mosqueda’s right to seek leave to file another amended complaint and without
13 prejudice to Defendants’ rights to object and/or challenge an amended pleading. Defendants do not
14 impliedly or expressly waive any arguments or defenses to the FAC, including any defenses related to
15 arbitration.

16 15. Gross Settlement Amount. In consideration for Plaintiffs’ promises and representations
17 described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met,
18 Defendants will pay Eight Hundred Seventy Five Thousand Dollars (\$875,000) (“Gross Settlement
19 Amount”) to settle the Actions. The Gross Settlement Amount includes Plaintiffs’ attorneys’ fees,
20 litigation costs and expenses, Plaintiffs’ Service Awards, Settlement Administration Costs, and payments
21 to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the
22 Gross Settlement Amount will be retained by, or revert to, Defendants.

23 16. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees
24 and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor
25 Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the
26 Actions with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the
27 PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be
28 paid to all Aggrieved Employees according to the following formula:

16(a) Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period and provide same to Settlement Administrator.

16(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, Settlement Administrator will use the following formula:

$$\text{Settlement Payment} = 25\% \text{ of PAGA Penalties Fund} \times [\text{Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period} \div \text{Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period}].$$

16(c) Plaintiffs have entered into this Settlement based on Defendants' representation that Aggrieved Employees worked during a combined total of approximately Sixty-Three Thousand Five Hundred Twenty-Two (63,522) Pay Periods through April 18, 2024. If that number is incorrect by more than 10%, then the Gross Settlement Amount will be increased proportionately. For example, if the number is Eleven (11%) higher, then the Gross Settlement Amount will be increased by One Percent (1%). In the alternative, Defendants may elect to advance the end date of the Settlement Period to correspond to the last date on which the total number of Pay Periods was no greater than Sixty-Nine Thousand Eight Hundred Seventy-Five (69,875).

17. Attorneys' Fees and Costs. Defendants agree not to oppose any application or motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than Two Hundred Ninety One Thousand Six Hundred Sixty Seven Dollars (\$291,667), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's litigation and settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty Five Thousand Dollars (\$25,000), both of which will be paid from the Gross Settlement Amount. The award of attorneys' fees will be divided as follows: (a) Ninety-Five Percent (95%) to Capstone Law APC; and (b) Five Percent

(5%) to Lawyers *for* Justice, PC. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund.

18. Service Awards. For general releases of all claims Plaintiffs may have against Defendants arising out of employment, and for service on behalf of the LWDA and Aggrieved Employees, Defendants agree not to oppose any application or motion by Plaintiffs for a service award of up to Ten Thousand Dollars (\$10,000), each ("Service Awards"). Upon receipt of the Service Awards, Plaintiffs will be deemed to have fully released and discharged Defendants from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendants arising out of, or relating to, Plaintiffs' employment with Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment, including any and all claims asserted in the Actions. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

19. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Service Awards sought by Plaintiffs is not ultimately awarded by the Court.

20. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate

1 tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement
2 Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there
3 are approximately 2,400 Aggrieved Employees, Settlement Administration Costs are estimated at Ten
4 Thousand Dollars (\$10,000).

5 21. Court Approval of the Settlement and Distribution of Settlement Payments. No later
6 than thirty (30) calendar days after the execution of this Settlement Agreement by all Parties, the Parties
7 will present this Settlement Agreement to the Court and the LWDA and will request that the Court issue
8 an order and judgment approving and incorporating by reference the terms and conditions of the
9 Settlement Agreement (the "Order and Judgment").

10 22. List of Aggrieved Employees. Within thirty (30) calendar days after the Effective Date,
11 Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees
12 ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office
13 Excel and will include each Aggrieved Employee's full name; last known mailing address and telephone
14 number; Social Security number; and the respective number of pay periods during which each
15 Aggrieved Employee worked during the Settlement Period

16 23. Funding of the Settlement. Within thirty (30) calendar days after the Effective Date,
17 Defendants will deposit the Gross Settlement Amount into the QSF to be established by the Settlement
18 Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement
19 Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce
20 Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator,
21 and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement, as
22 required by law.

23 24. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
24 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an
25 explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a
26 search based on the National Change of Address Database for information to update and correct for any
27 known or identifiable address changes. Any checks returned as non-deliverable on or before the check
28 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address

1 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt
2 to determine the correct address using a skip-trace, or other search using the name, address or Social
3 Security number of the Aggrieved Employee involved, and will then perform a single re-mailing.
4 Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain
5 outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be
6 tendered to The Justice Gap Fund maintained by The State Bar of California. All settlement payments to
7 Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued as
8 required by law.

9 25. Released Claims. Upon the Effective Date, Plaintiffs, on behalf of themselves and the
10 LWDA, and all Aggrieved Employees will be forever barred from pursuing against the Released Parties
11 any and all Released Claims during the Settlement Period. Aggrieved Employees, other than Plaintiffs,
12 will not be deemed to have released any individual wage and hour claims by virtue of this Settlement.
13 Plaintiffs' release of individual claims is governed by the general release set forth in paragraph 18, supra.

14 26. Dismissal of the Ochoa Action. Within five (5) business days after execution of this
15 Settlement Agreement and unless already on file, Plaintiff Ochoa shall file a dismissal without prejudice
16 of the class and, if asserted, PAGA claims in the Ochoa Action. In addition, within five (5) business
17 days after the execution of this Settlement Agreement, Plaintiff Ochoa and Defendants shall file a
18 stipulation to stay the remaining individual claims brought by Plaintiff Ochoa in the Ochoa Action
19 pending the resolution of the Mosqueda Action. Within five (5) business days after the Effective Date,
20 Plaintiff Ochoa and Defendants will stipulate to dismiss the remaining claims in the Ochoa Action in
21 their entirety with prejudice.

22 27. No Right to Exclusion or Objections by Representative Action Members. Because this
23 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as
24 Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no
25 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
26 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
27 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties
28 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

1 28. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
2 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
3 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
4 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
5 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
6 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

7 29. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
8 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
9 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
10 action or right herein released and discharged.

11 30. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
12 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
13 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
14 and the Parties will be returned to their original respective positions.

15 31. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
16 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
17 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
18 as may be appropriate under court rules or as set forth in this Settlement.

19 32. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
20 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
21 on the Parties.

22 33. Amendment or Modification. This Settlement Agreement may be amended or modified
23 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
24 Parties, and approved by the Court.

25 34. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
26 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
27 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
28 to this Settlement Agreement to effectuate its terms and to execute any other documents required to

1 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
2 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
3 reach agreement on the form or content of any document needed to implement the Settlement, or on any
4 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
5 may seek the assistance of the Court to resolve such disagreement.

6 35. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
7 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

8 36. California Law Governs. All terms of this Settlement Agreement will be governed by
9 and interpreted according to the laws of the State of California.

10 37. Execution and Counterparts. This Settlement Agreement is subject only to the execution
11 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
12 executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and
13 scanned copies of the signature pages, will be deemed to be one and the same instrument.

14 38. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
15 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at
16 this Settlement after arm's-length negotiations by experienced counsel with the assistance of an
17 experienced mediator. The Parties further acknowledge that they are each represented by competent
18 counsel and that they have had an opportunity to consult with their counsel regarding the fairness and
19 reasonableness of this Settlement.

20 39. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
21 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request
22 from the Court, and either party may appeal any court order that materially alters the Settlement's terms.
23 In the event of such an appeal by Plaintiffs, the Effective Date shall be calculated from the date of the
24 resolution of any such an appeal.

25 40. Invalidity of Any Provision. Before declaring any provision of this Settlement
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
27 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
28 valid and enforceable.

1 41. Captions. The captions and section numbers in this Settlement Agreement are inserted
2 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
3 provisions of this Settlement Agreement.

4 42. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
5 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
6 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

7 43. Enforcement Action. In the event that one or more of the Parties institutes any legal
8 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
9 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
10 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
11 expert witness fees incurred in connection with any enforcement actions.

12 44. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
13 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
14 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
15 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
16 all Parties have contributed to the preparation of this Settlement Agreement.

17 45. Representation By Counsel. The Parties acknowledge that they have been represented
18 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
19 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
20 in full.

21 46. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
22 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
23 Settlement Agreement.

24 47. Media Contact. Plaintiffs, Defendants and their respective counsel agree that they will
25 not, directly or indirectly, issue any press release, hold any press conference, make any posting on any
26 website (except such submissions or filings with the Court or the LWDA that relate to seeking approval
27 of this settlement), instant messaging site, blog, or social networking site, initiate or respond to any
28 contact with any member of the news media, including but not limited to, any radio or television stations,

1 newspapers, magazines, blogs, or social media sites regarding the Actions, the Settlement or the
2 Settlement Agreement or the negotiation of the Settlement. If Plaintiffs, Defendants, or their respective
3 counsel are asked about the Actions or the Settlement, they may state only that “The matter has been
4 resolved.”

5 48. Binding Agreement. The Parties warrant that they understand and have full authority to
6 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
7 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
8 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
9 under federal or state law.

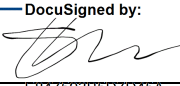
10 49. Denial of Liability. The Parties expressly recognize that the making of this agreement
11 does not in any way constitute an admission or concession of wrongdoing on the part of Defendants.
12 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
13 discussions or communications, nor any materials prepared, exchanged, issued or used during the
14 pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be
15 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
16 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
17 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
18 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its
19 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments
20 of the Court entered into in connection therewith.

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23 **THIS SECTION LEFT BLANK**
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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 6/28/2024

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Selena Mosqueda

PLAINTIFF

Dated: _____

Martha Ochoa

DEFENDANTS

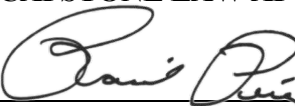
Dated: _____

Name of Authorized Signatory
Fred Loya Insurance Agency, Inc. and Loya Casualty
Insurance Company

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 6/28/24



Raul Perez

Attorneys for Plaintiff Selena Mosqueda

LAWYERS FOR JUSTICE, PC

Dated: _____

Edwin Aiwarzian
Attorneys for Plaintiff Martha Ochoa

GBG LLP

Dated: _____

Elizabeth A. Brown
Attorneys for Defendants Fred Loya Insurance
Agency, Inc. and Loya Casualty Insurance Company

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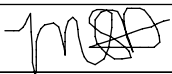
PLAINTIFF

Dated: _____

Selena Mosqueda

PLAINTIFF

Dated: 07/03/2024 _____

Electronically Signed _____ 2024-07-03 08:06:01 UTC - 76.254.106.151

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Martha Ochoa

DEFENDANTS

Dated: _____

Name of Authorized Signatory
Fred Loya Insurance Agency, Inc. and Loya Casualty
Insurance Company

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

Raul Perez
Attorneys for Plaintiff Selena Mosqueda

LAWYERS FOR JUSTICE, PC

Dated: _____

Edwin Aiwarzian
Attorneys for Plaintiff Martha Ochoa

GBG LLP

Dated: _____

Elizabeth A. Brown
Attorneys for Defendants Fred Loya Insurance
Agency, Inc. and Loya Casualty Insurance Company

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____
Selena Mosqueda

PLAINTIFF

Dated: _____
Martha Ochoa

DEFENDANTS

Dated: _____
Name of Authorized Signatory
Fred Loya Insurance Agency, Inc. and Loya Casualty
Insurance Company

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____
Raul Perez
Attorneys for Plaintiff Selena Mosqueda

LAWYERS FOR JUSTICE, PC

Dated: July 9, 2024

Travis J. Maher
Attorneys for Plaintiff Martha Ochoa

GBG LLP

Dated: _____
Elizabeth A. Brown
Attorneys for Defendants Fred Loya Insurance
Agency, Inc. and Loya Casualty Insurance Company

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Selena Mosqueda

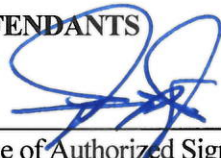
PLAINTIFF

Dated: _____

Martha Ochoa

DEFENDANTS

Dated: 6/24/2024



Name of Authorized Signatory
Fred Loya Insurance Agency, Inc. and Loya Casualty
Insurance Company

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

Raul Perez
Attorneys for Plaintiff Selena Mosqueda

LAWYERS FOR JUSTICE, PC

Dated: _____

Edwin Aiwarzian
Attorneys for Plaintiff Martha Ochoa

GBG LLP

Dated: 7/10/2024



Elizabeth A. Brown
Attorneys for Defendants Fred Loya Insurance
Agency, Inc. and Loya Casualty Insurance Company

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: *Mosqueda et al. v. Fred Loya Insurance Agency, Inc., et al. PAGA Settlement*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuits entitled *Mosqueda v. Fred Loya Insurance Agency, Inc.*, No. CIVDS2016339 (San Bernardino County Superior Court) and *Ochoa v. Fred Loya Insurance Agency, Inc.*, No. 23CV-04437 (Merced County Superior Court) and No. 1:24-cv-00151-JLT-BAM (E.D. Cal.) (the “Actions”).

The Actions were filed against Defendants Fred Loya Insurance Agency, Inc. and Loya Casualty Insurance Company (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Actions were prosecuted by former employees of Defendants on behalf of the State of California and all allegedly “aggrieved employees” of Defendants. Based on Defendants’ employment records, you have been identified as one of the employees on whose behalf the case was brought.

The Plaintiffs in the Actions claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties.

The Court has not ruled on the merits of the Actions, but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to the Actions, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]