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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN BERNARDINO**

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

13 Plaintiffs,

14 vs.

15
16 FRED LOYA INSURANCE AGENCY, INC.,
a New Mexico corporation; LOYA
17 CASUALTY INSURANCE COMPANY, a
California corporation; and DOES 1 through 10,
18 inclusive,

19 Defendants.
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Case No. CIVDS2016339

Assigned to the Hon. Jessica Morgan

**NOTICE OF MOTION AND MOTION FOR
COURT APPROVAL OF THE PARTIES'
PAGA SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT**

Date: September 12, 2024

Time: 8:30 a.m.

Place: Department S26

Complaint Filed: August 6, 2020

Trial Date: None Set

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on September 12, 2024 at 8:30 a.m., or as soon thereafter as
3 counsel may be heard, in Department S26 of the above-captioned court, located at 247 W. Third St., San
4 Bernardino, California 92415, the Honorable Jessica Morgan presiding, Plaintiff Selena Mosqueda will,
5 and hereby does, move this Court for entry of an order and judgment approving the Parties' PAGA
6 settlement pursuant to Labor Code section 2699(s)(2).

7 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of
8 Points and Authorities in Support of Motion for Court approval of the PAGA Settlement; (3) the
9 Declaration of Raul Perez, which attaches the PAGA Settlement Agreement; (4) the Declaration of
10 Travis J. Maher; (5) the Declaration of Selena Mosqueda; (6) the Declaration of Martha Ochoa; (7) the
11 [Proposed] Order and Judgment Approving the PAGA Settlement Agreement; (8) the records,
12 pleadings, and papers filed in this action; and (9) upon such other documentary and oral evidence or
13 argument as may be presented to the Court at or prior to the hearing of this Motion.

14
15 Dated: August 9, 2024

Respectfully submitted,

16 By: _____

17 Raul Perez
18 Roxanna Tabatabaeepour
19 Ryan Tish
Alexander Wallin
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20 Attorney for Plaintiffs Selena Mosqueda
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code. §§ 2698, *et seq.*, “PAGA”), Selena Mosqueda and Martha Ochoa (“Plaintiffs”) seek Court approval of the settlement of their claims for PAGA civil penalties with Defendants Fred Loya Insurance Agency, Inc. and Loya Casualty Insurance Company (“Defendants”) (collectively with Plaintiffs, the “Parties”).

The PAGA provides that “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part.” Lab. Code § 2699(s)(2). In *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), the Court of Appeal explained that similar to class action settlements, the trial court should satisfy itself that the settlement is “fair, adequate, and reasonable” in view of PAGA’s “purposes and policies.” The statute does not, however, require the two-step process utilized in class actions. *See Salazar v. Sysco Central Cal.*, No. 15-01758-DAD, 2017 WL 1135801, *2 (E.D. Cal. Feb. 2, 2017) (rejecting the application of class action settlement rules and procedures for PAGA settlement approval). Nothing in the PAGA changes the strong judicial preference in support of approving settlements.

The principal terms of the PAGA Settlement Agreement¹ are as follows:

- (1) A non-reversionary Gross Settlement Amount of \$875,000, which includes payments to the LWDA and Aggrieved Employees for their respective shares of the PAGA Penalties Fund, Plaintiffs’ attorneys’ fees and litigation costs, Plaintiffs’ Service Awards, and settlement administration costs.
- (2) The creation of a PAGA Penalties Fund of approximately \$528,783.60, which will be paid to Aggrieved Employees and the LWDA in full satisfaction of all Released Claims (“PAGA Penalties Fund”).
 - (a) Seventy-five percent of the PAGA Penalties Fund, or approximately \$396,587.70, will be paid to the LWDA pursuant to Labor Code section

¹ Unless indicated otherwise, all capitalized terms used herein have the same meaning as those defined by the PAGA Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Raul Perez filed in conjunction with this motion.

2699(i).²

(b) Twenty-five percent of the PAGA Penalties Fund, or approximately \$132,195.90, will be paid to Aggrieved Employees.

(c) Aggrieved Employees are: All persons who were employed by Defendants in California as non-exempt, hourly-paid employees at any time from May 28, 2019 through August 11, 2024 (“Aggrieved Employees”). There are approximately 2,400 Aggrieved Employees.

(3) Service Awards of \$10,000, each, to Plaintiffs as consideration for their service on behalf of the State of California and Aggrieved Employees, and for general releases of all claims they may have against Defendant arising out of their employment.

(4) Reasonable attorneys’ fees and costs under Labor Code section 2699(k)(1) for Plaintiffs’ Counsel’s successful prosecution and resolution of this action. Plaintiffs request \$291,667 in attorneys’ fees and \$24,549.40 in costs for their counsel, Capstone Law APC and Lawyers *for* Justice, PC (“Plaintiffs’ Counsel”).

(5) Settlement Administration Costs of approximately \$10,000 to ILYM Group, Inc. (“ILYM”).

The civil penalties secured by the settlement represent a fair compromise of Plaintiffs’ PAGA claim in view of the risks of continued litigation and the hotly contested issues of law and fact relating to PAGA claims. The Settlement accomplishes PAGA’s objectives by imposing sufficient civil penalties “to punish and deter” Defendants from committing any of the Labor Code violations alleged, while also ensuring that the penalties are not “unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(e)(2); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 384 (2014).

For these reasons, Plaintiffs respectfully request that the Court approve the Settlement and enter the proposed Order Approving the PAGA Settlement Agreement and the proposed Judgment.

² The PAGA statute was recently amended on July 1, 2024. Certain citations to the PAGA’s provisions in this Motion relate to the pre-amendment version of the statute, which applies to this action based on the pre-amendment filing date of the initial complaint and related administrative exhaustion letter.

II. FACTS AND PROCEDURE

A. Brief Overview of the Litigation and Settlement Negotiations

Defendants are privately-owned automobile insurance companies that do business in California. Plaintiffs were each employed by Defendant Fred Loya Ins. Agency, Inc. (“Fred Loya”) in California as non-exempt employees during the Settlement Period. (Declaration of Selena Mosqueda ¶ 2; Declaration of Martha Ochoa ¶ 2.)

After complying with PAGA’s administrative exhaustion requirements (*see* Cal. Lab. Code § 2699.3(a)(1)), Plaintiff Mosqueda filed this PAGA action against Defendants on August 6, 2020. (Declaration of Raul Perez [“Perez Decl.”] ¶ 2.) Plaintiff Ochoa filed a related PAGA action against Fred Loya in the Merced County Superior Court on November 29, 2023 (later removed to the United States District Court for the Eastern District of California). (Declaration of Travis J. Maher [“Maher Decl.”] ¶ 8.) Plaintiffs’ proposed First Amended Complaint against Defendants in this action seeks PAGA civil penalties for alleged violations of California Labor Code³ sections: (a) 510 and 1198 (unpaid overtime); (b) 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (c) 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (d) 226.7, 516, and 1198 (failure to authorize and permit rest periods); (e) 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain accurate payroll records); (f) 204 (failure to timely pay wages during employment); (g) 201, 202, and 203 (failure to timely pay final wages upon termination); (h) 206.5 (release of claims for wages due); (i) 2802 (unreimbursed business expenses); and (j) Section 2810.5(a)(1)(A)-(C) (failure to provide notice of material terms of employment). (Perez Decl. ¶ 4.)

On April 18, 2024, the Parties participated in full-day mediation with Louis Marlin, Esq., an experienced mediator of wage and hour actions. (*Id.* at ¶ 5.) Mr. Marlin helped to manage the Parties’ expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*Id.*) With Mr. Marlin’s guidance, the Parties were eventually able to negotiate a complete settlement of Plaintiffs’ PAGA claims. (*Id.*) The terms of the settlement are now set forth in complete and final form in the PAGA Settlement Agreement. (*Id.*, Ex. 1.) At all times, the Parties’ negotiations were adversarial and

³ Unless indicated otherwise, further statutory references are to the California Labor Code.

1 non-collusive. (*Id.*) The Settlement therefore constitutes a fair, adequate, and reasonable compromise of
2 the claims at issue.⁴ (*Id.*)

3 **B. The Parties Negotiated a Fair and Reasonable Settlement of Plaintiffs' Claims**

4 **1. Terms of the Settlement and Distribution of PAGA Penalties**

5 The Settlement Agreement provides that Defendants will pay a total of \$875,000 to settle the
6 Actions. (Settlement Agreement ¶ 15.) From this amount, payments will be made: (a) to the LWDA and
7 Aggrieved Employees; (b) to Plaintiffs as compensation for their service on behalf of the State of
8 California, and for general releases of claims arising out of their employment with Defendants; (c) to
9 Plaintiffs' Counsel for their attorneys' fees and litigation costs; and (d) to the Settlement Administrator
10 (ILYM) for settlement administration costs. (*Id.* at ¶¶ 15-20.)

11 The resulting balance will be distributed to the LWDA and Aggrieved Employees: the LWDA
12 will receive approximately \$396,587.70, and Aggrieved Employees will receive approximately
13 \$132,195.90. The Aggrieved Employees encompassed by the proposed Settlement are all persons who
14 were employed by Defendants in California as non-exempt, hourly-paid employees at any time from
15 May 28, 2019 through August 11, 2024. (*Id.* at ¶ 2.) There are approximately 2,400 Aggrieved
16 Employees. (*Id.* at ¶ 20.)

17 **2. Allocations to the LWDA and Aggrieved Employees**

18 Payments to Aggrieved Employees will be made from the PAGA Penalties Fund. The individual
19 allocations will be calculated on a pro-rata basis using the number of pay periods worked by each
20 employee. Defendants will provide the total number of pay periods worked by each Aggrieved
21 Employee and the total number of pay periods worked by all Aggrieved Employees during the
22 Settlement Period. (Settlement Agreement ¶ 16(a).) The Settlement Administrator will calculate each
23 Aggrieved Employee's payment using the proportional number of pay periods during which the
24 employee worked. (*Id.* at 16(b).)

25 Thus, the Settlement Administrator will perform the following calculation to calculate individual
26

27 ⁴ Within 5 business days after the Effective Date, Plaintiff Ochoa and Defendants will stipulate
28 to dismiss the remaining claims in the Ochoa Action (the class claims were previously dismissed) in their
entirety with prejudice.

1 payments: Settlement Payment = (25% of PAGA Penalties Fund) × (pay periods worked by individual
2 Aggrieved Employee during the Settlement Period ÷ total pay periods worked by all Aggrieved
3 Employees during the Settlement Period). (*Id.*) This is a fair and equitable means of allocating the
4 penalties. Aggrieved Employees who worked for a longer duration during the Settlement Period will
5 receive proportionally larger payments than those employees who worked for shorter durations.

6 **3. The Settled PAGA Claims**

7 Upon the Effective Date, Plaintiffs, on behalf of themselves and the LWDA, and all Aggrieved
8 Employees, will be forever barred from pursuing against the Released Parties any and all Released
9 Claims during the Settlement Period:

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

19 (Settlement Agreement ¶¶ 9, 25.)

20 Additionally, Plaintiffs have agreed to a broader general release of all claims of any kind against
21 Defendants. (*Id.* at ¶ 18.)

22 **III. ARGUMENT**

23 **A. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful, and** 24 **Fulfill PAGA's Underlying Purpose To Benefit the Public**

25 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other
26 current or former employees to recover civil penalties for alleged Labor Code violations. *Iskanian*, 59
27 Cal. 4th at 380. Seventy-five percent of any penalties recovered go to the LWDA, leaving the remaining
28 twenty-five percent for aggrieved employees. *Id.* PAGA is intended “to augment the limited

1 enforcement capability of [LWDA] by empowering employees to enforce the Labor Code as
2 representatives of the Agency.” *Id.* at 383. A judgment in a PAGA action binds all those, including non-
3 party aggrieved employees, who would be bound by a judgment in an action brought by the government.
4 *Id.* at 381.

5 A superior court must review and approve any PAGA settlement. Cal. Lab. Code § 2699(s)(2).
6 The court’s review “ensur[es] that any negotiated resolution is fair to those affected.” *Williams v.*
7 *Superior Court*, 3 Cal. 5th 531, 549 (2017). The Court’s evaluation of the settlement must “determine
8 whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law
9 violations, deter future ones, and to maximize enforcement of state labor laws.” *Moniz, Inc.*, 72 Cal. App.
10 5th at 77.

11 The Court’s evaluation of the settlement should therefore not focus on “restitution”—the average
12 recovery per aggrieved employee, as in a class action settlement — but rather take into account PAGA’s
13 statutory purpose in deterring Labor Code violations through the imposition of civil penalties, with
14 special attention on whether the relief is “genuine and meaningful.” *Salazar*, 2017 WL 1135801 at *2.

15 **B. Plaintiffs’ Counsel Conducted a Thorough Investigation of the Factual and Legal**
16 **Issues and Were Thus Able to Objectively Assess the Settlement’s Reasonableness**

17 As set forth in greater detail in Plaintiffs’ Counsel’s declarations, based on their analysis of
18 documents and data produced by Defendants—including Defendants’ California labor policies and
19 procedures manuals and a sample of Aggrieved Employees’ time records—Plaintiffs’ Counsel were able
20 to realistically assess the value of Plaintiffs’ claims and intelligently engage defense counsel in settlement
21 discussions that culminated in the proposed settlement now before the Court. (Perez Decl.¶¶ 6-9.)

22 By engaging in a thorough investigation and evaluation of Plaintiffs’ claims, Plaintiffs’ Counsel
23 can opine that the Settlement, for the consideration and on the terms set forth in the Settlement
24 Agreement, is fair, reasonable, and adequate, and is in the best interests of Aggrieved Employees and the
25 State of California in light of all known facts and circumstances, including the risk of significant delay
26 and uncertainty associated with litigation, and various defenses asserted by Defendants. (*Id.* at ¶ 10.)

27 **C. The Settlement Is Reasonable Given the Risks of Further Litigation**

28 In assessing whether the amount of civil penalties is genuine and meaningful, the Court may

1 balance the amount in penalties against the risks of further litigation. Here, Plaintiffs obtained a
2 meaningful amount of civil penalties despite facing hurdles had the litigation continued. Based on
3 information and evidence produced by Defendants during discovery, Plaintiffs' Counsel determined that
4 Aggrieved Employees worked during a total of approximately 65,000 pay periods during the PAGA
5 statute of limitations period. Statutory penalties would be calculated according to Labor Code 2699(f)(2):
6 If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is
7 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
8 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.⁵

9 However, a number of courts have found that the "subsequent" penalty under PAGA applies
10 only after a court or the Labor Commissioner determines that the employer has violated the Labor Code.
11 *See Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) ("the increased \$200 civil penalty
12 for 'subsequent violation[s]' does not apply unless [Plaintiff] presents evidence that the Labor
13 Commission or a court notified [Defendant] that it was in violation of the Labor Code."); *Bernstein v.*
14 *Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing judgment as to "heightened civil
15 penalties" because the defendant was not given notice by the Labor Commissioner when the
16 "subsequent" violations occurred).⁶ Under this line of cases, Defendants' exposure would be
17 approximately \$6,500,000 = 65,000 violative pay periods × \$100.

18 It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
19 penalties "based on the facts and circumstances of a particular case" when "to do otherwise would result
20 in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2). In

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22 ⁵ The PAGA statute was recently amended on July 1, 2024. The citations to the PAGA penalty
provisions in this section relate to the pre-amendment version of the statute, which applies to this action.

23 ⁶ *See also Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSCKX, 2019 WL 2436998, at *5
24 (C.D. Cal. June 10, 2019) ("employers are not subject to heightened penalties . . . until a court or
25 commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff] has not offered
evidence that the Labor Commission or a court has notified them of PAGA violations [thus] PAGA's
26 heightened penalty of \$200 for subsequent violations will not be calculated to determine the amount in
controversy"); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014
27 WL 4961182 (C.D. Cal., October 2, 2014) ("Under the Labor Code, if an employer does not have notice
that they are committing a violation, they are not subject to the heightened penalties."); *Trang v. Turbine*
28 *Engine Components Technologies Corp.*, No. CV 12-07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal.
Dec. 19, 2012) ("courts have held that employers are not subject to heightened penalties for subsequent
violations unless and until a court or commissioner notifies the employer that it is in violation of the
Labor Code"), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

1 reducing PAGA penalties, courts have considered issues including whether the employees suffered
2 actual injury from the violations, whether the defendant was aware of the violations, and the employer's
3 willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018)
4 (awarding PAGA penalties of only 0.2% of the maximum); *see also* *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d
5 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL
6 7563047, at *4 (C.D. Cal. Aug. 12, 2011).

7 For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA
8 penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—
9 **or 0.21% of the calculated maximum**—and stated that this reduction was warranted because (a) the
10 Court did not believe it was appropriate to impose multiple penalties per pay period in which a violation
11 occurred and (b) imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based on
12 Starbucks’s “good faith attempts” to comply with meal period obligations and because the court found
13 the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517-18. The Court of Appeal affirmed the
14 lower court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. If a similar reduction had
15 been applied here, Plaintiff would have recovered only approximately \$13,650 ($\$6,500,000 \times 0.0021$
16 reduction).

17 Likewise, in *Covidien*, the Court reduced the potential penalties by over 82%, awarding
18 \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also*
19 *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction
20 under specified PAGA claim where the employer produced evidence that it took its obligations
21 seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May
22 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven,
23 remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A*
24 *Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15,
25 2012) (denying PAGA penalties for violation of California Labor Code section 226 as redundant with
26 recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis*
27 *Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013)
28 (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous

1 other PAGA claims).

2 Considering the issues, defenses, and the risks, a \$875,000 settlement for a limited release of
3 PAGA penalties is a fair and just result and furthers PAGA's objectives, and is not "unjust, arbitrary, and
4 oppressive."

5 **D. The Court Should Award the Requested Attorneys' Fees in the Amount of**
6 **Approximately One-Third of the Gross Settlement Fund**

7 For the reasons discussed in detail below, an award of attorneys' fees in the amount of
8 approximately one-third of the gross settlement fund is fair and reasonable, and in line with what other
9 California courts, both state and federal, have awarded in settlements of similar litigation.

10 The PAGA provides that a plaintiff is entitled to recover reasonable attorneys' fees, expenses,
11 and costs. Section 2699(k)(1) of the California Labor Code provides that "[a]ny employee who prevails
12 in any action shall be entitled to an award of reasonable attorney's fees and costs." In a *qui tam* action,
13 reasonable attorneys' fees and costs are typically awarded under the common fund doctrine where, as
14 here, the litigation creates a common fund of money in a specific amount for the benefit of others. PAGA
15 "is a type of *qui tam* action." *See Iskanian*, 59 Cal. 4th at 382. "A *qui tam* action 'is a type of private
16 attorney general lawsuit' [citation], in which 'the *qui tam* plaintiff stands in the shoes of the state or
17 political subdivision [citation].'" *People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th
18 487, 501 (2012).

19 A PAGA action is a *qui tam* action because the statute allows the employee plaintiff, acting as
20 the proxy of the State's labor law enforcement agency, to sue his or her employer for Labor Code
21 violations and recover civil penalties that otherwise would have been assessed and collected by the
22 LWDA. *See Iskanian*, 59 Cal. 4th at 382. Indeed, the majority of the civil penalties recovered in a PAGA
23 action are paid to the State, with a smaller portion paid to the aggrieved employees (e.g., 75% paid to the
24 state; 25% paid to the aggrieved employees). *See* Cal. Lab. Code § 2699(i). Where, as here, a common
25 fund is created in a *qui tam* action by the successful litigation of a plaintiff and her attorneys, the
26 plaintiff's attorneys are entitled to recover their fees from the common fund:

27 Those benefiting from the recovery of the fund, in this case some depositors and eventually
28 the People of the State of California, must bear their share of the cost of litigation. Fees for
taxpayers' attorneys will be deducted from the judgment, and each claimant's share

1 reduced proportionately. To the extent the judgment relies upon section 1021.5 for recovery
2 of attorney fees, it must be modified to confine the award of fees to the common fund
theory.

3 *Bank of America v. Cory*, 164 Cal. App. 3d 66, 91 (1985) (authorizing common fund fees in a *qui tam*
4 taxpayer suit against certain banks).

5 Likewise, through the successful efforts of Plaintiffs and their attorneys, a common fund was
6 created in the amount of \$875,000 for the benefit of the employees and the State of California. Thus,
7 these beneficiaries must bear their share of the costs and attorneys' fees, to be deducted from the gross
8 settlement fund under the common fund theory. *Id.* Such fees are deducted as a percentage of the
9 settlement amount. *See, e.g., Boeing Co. v. Van Gernert*, 444 U.S. 472, 478-482 (1980); *Six (6) Mexican*
10 *Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *Williams v. MGM-Pathe*
11 *Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997); *Staton v. Boeing Co.*, 327 F.3d 938, 967 (9th
12 Cir. 2003).

13 The California Supreme Court upheld the use of the common fund theory of recovery for
14 attorneys' fees in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 506 (2016). In *Laffitte*, the settlement
15 created a common fund of \$19 million. The Court approved the award of attorneys' fees in the amount
16 of one third of the gross \$19 million settlement (e.g., an award of \$6.33 million) under the common fund
17 theory. *Id.* By awarding counsel a percentage of the total recovery, rather than fees based on hours
18 worked, the common fund method encourages attorneys to efficiently litigate to achieve the best results
19 possible. *See Laffitte*, 1 Cal. 5th at 492-494. Indeed, "the percentage method is generally favored in
20 common fund cases because it allows courts to award fees from the fund in a manner that rewards
21 counsel for success and penalizes it for failure." *Id.* at 493 (quoting *In re Rite Aid Corp. Securities Litig.*,
22 396 F.3d 294, 300 (3d Cir. 2005)) (internal quotations omitted).

23 As a California appellate court confirmed, "fee awards in class actions average around one-third
24 of the recovery' regardless of 'whether the percentage method or the lodestar method is used.'" *Amaro v.*
25 *Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (quoting *Chavez v. Netflix, Inc.*, 162 Cal.
26 App. 4th 43, 66, fn. 11 (2008)).

27 Consistent with that observation, California state and federal courts routinely award attorneys'
28 fees equaling one-third of the common fund. *See, e.g. Laffitte v. Robert Half Internat. Inc.*, 231 Cal. App.

1 4th 860, 871 (2016) (“33 1/3 percent of the common fund is consistent with, and in the range of, awards
2 in other class action lawsuits”); *Chavez*, 162 Cal. App. 4th at 66 n.11 (“Empirical studies show that,
3 regardless whether the percentage method or the lodestar method is used, fee awards in class actions
4 average around one-third of the recovery.”); Eisenberg & Miller, *Attorney Fees in Class Action*
5 *Settlements: An Empirical Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35
6 (independent studies of class action litigation nationwide conclude that fees representing one-third of the
7 total recovery is consistent with market rates). Notably, the California Supreme Court in *Laffitte v.*
8 *Robert Half Internat. Inc.* affirmed a fee award representing one-third of the fund. *Laffitte*, 231 Cal. App.
9 4th at 506.

10 A fee award in the amount of one-third of the common fund is also reasonable because it best
11 reflects the market rate for contingency fees. *See Lealao v. Beneficial Cal. Inc.*, 82 Cal. App. 4th 19, 47
12 (2000) (“attorneys providing the essential enforcement services must be provided incentives roughly
13 comparable to those negotiated in the private bargaining that takes place in the legal marketplace. . . .”).
14 Fees representing one-third of the recovery reflect the rate negotiated in “typical contingency fee
15 agreements [which] provide that class counsel will recover 33% if the case is resolved before trial and
16 40% if the case is tried.” *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM SHX,
17 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (citing an academic study collecting contingency
18 fee agreements and finding that a fee award constituting 34% of the fund is reasonable on that basis).
19 Because the negotiated fee structure mimics the marketplace, it is reasonable and should be approved.

20 A one-third common fund⁷ attorneys’ fee award is also consistent with what courts have
21 awarded in other representative action cases. The following list shows PAGA actions where attorneys’
22

23 ⁷ Court have also approved fees in amounts greater than one-third of the common fund. *See*
24 *Charles v. JPMorgan Chase Bank*, No. CGC-14-538933 (San Francisco County Superior Court June 18,
25 2019) (awarding plaintiffs \$2.88 million in attorneys’ fees on PAGA penalties totaling \$2.7 million);
26 *Boseman v. VXi Global Solutions, LLC*, No. BC602442 (Los Angeles County Superior Court Jan. 3,
27 2019) (awarding plaintiff \$750,000 in attorneys’ fees and costs on general PAGA penalties totaling
28 \$585,000); *Salas v. Hallmark Aviation Services LP*, No. BC586585 (Los Angeles County Superior
Court February 17, 2017) (awarding plaintiff \$600,000 in attorneys’ fees on PAGA penalties totaling
\$605,000); *Monroe v. Continental Design Co., Inc.*, No. RG16817667 (Alameda County Superior Court
June 21, 2017) (awarding plaintiff \$110,000 in fees on PAGA penalties totaling \$90,000); *Ramirez v.*
Benito Valley Farms, LLC, No. 16-CV-04708-LHK, 2017 WL 3670794, at *6 (N.D. Cal. Aug. 25,
2017) (awarding attorneys’ fees under the lodestar method with no regard to the proportion of the fees to
civil penalties).

fees were awarded on a common fund basis:

- *Cruz v. Wal-Mart Associates, Inc.*, Los Angeles Superior Court, No. 18STCV03128 (May 28, 2021) (approving fee award from PAGA-only settlement of \$5 million against a common fund of \$15 million);
- *Jones v. J.C. Penney Corporation*, Los Angeles Superior Court, Case No. BC451823 (April 20, 2017) (approving fee award from PAGA-only settlement of \$1.375 million against a common fund of \$3.2 million (42%));
- *Garcia v. Macy's*, San Bernardino County Superior Court, Case No. CIVDS1516007 (Sept. 13, 2017) (33.33% fee awarded on \$12,500,000 settlement of a PAGA only case);
- *Garcia v. Pep Boys*, Orange County Superior Court, Case No. 30-2014-00720574-CU-OE-CJC (July 14, 2016) (33.33% fee awarded on a \$1,030,000 settlement of a PAGA only case);
- *Brewer v. Connell Chevrolet*, Orange County Superior Court, Case No. 30-2016-00852123-CU-OC-CXC (June 15, 2017) (33.33% fee awarded on a PAGA only case);
- *Perez v. Staffmark Investment, LLC*, Riverside County Superior Court, Case No. MCC1401137 (May 23, 2016) (33.33% fee awarded on a \$650,000 settlement of a PAGA only case).

An award of fees from the gross settlement amount under the common fund doctrine prevents unjust enrichment of those who benefit from the common fund created through the successful efforts of plaintiff's counsel and furthers the important goal of attracting competent counsel to handle representative actions enforcing minimum labor standards. *Laffitte*, 1 Cal. 5th at 503. In affirming the use of the common fund doctrine in California, the California Supreme Court summarized the benefits of the percentage method of recovery stating: "The recognized advantages of the percentage method—including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [citations]—convince us the percentage method is a valuable tool that should not be denied our trial courts." *Id.*

For all of these reasons, a common fund fee award in the amount of \$291,667 is fair and reasonable.

E. A Lodestar Cross-Check Confirms that the Requested Attorneys' Fees Are Fair and Reasonable

The trial court may use an abbreviated lodestar "cross-check" for common fund awards if the court considers it useful. *Laffitte II*, 1 Cal. 5th at 504-05. However, under *Laffitte II*, this is not meant to displace the percentage analysis, but rather to act as a backstop. Indeed, the Supreme Court expressly instructed that "the lodestar calculation, when used in this manner, does not override the trial court's

1 primary determination of the fee as a percentage of the common fund and thus does not impose an
2 absolute maximum or minimum on the fee award.” *Laffitte II*, 1 Cal. 5th at 505. Critically, the Court in
3 *Laffitte II* emphasized that only where the “multiplier calculated by means of a lodestar cross-check is
4 **extraordinarily high or low**” should the court “consider whether the percentage should be adjusted so
5 as to bring the imputed multiplier within a justifiable range.” *Id.* (emphasis added). Accordingly, when
6 the cross-check multiplier is within a normal range, the lodestar-cross check does not provide a basis for
7 a court to reduce the fee award. Furthermore, in conducting a lodestar cross-check, the court is not
8 “required to closely scrutinize each claimed attorney-hour.” *Laffitte II*, 1 Cal. 5th at 505. An evaluation
9 may be done by reviewing “counsel declarations summarizing overall time spent.” *Id.*

10 In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by
11 multiplying the time reasonably spent by plaintiffs’ counsel on the case by a reasonable hourly rate. *In re*
12 *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). To determine whether the requested
13 rate is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region.
14 *PLCM Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (2000) (using prevailing hourly rate in community
15 for comparable legal services even though party used in-house counsel).

16 Multiplying the total hours billed by Plaintiff Mosqueda’s counsel alone by their reasonable
17 hourly rates yields a lodestar of \$267,432.50. (Perez Decl. ¶ 20.) Applying a modest 1.09 multiplier to
18 that lodestar yields the requested fees. A 1.09 multiplier is not “extraordinarily high”—to the contrary,
19 the normal range for a multiplier on a lodestar cross-check “can range from 2 to 4 or even higher.”
20 *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also Vizcaino v. Microsoft*
21 *Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002) (multipliers “ranging from one to four are frequently
22 awarded ... when the lodestar method is applied”; affirming fees where the cross-check multiplier is
23 3.65).

24 Courts routinely accept multipliers ranging from 2 to 4 on a lodestar cross-check. *See, e.g., Sutter*
25 *Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a
26 lodestar cross-check); *Chavez*, 162 Cal. App. 4th at 66 (applying a 2.5 multiplier in a consumer class
27 action); *Willner v. Manpower Inc.*, No. 11-CV-02846-JST, 2015 WL 3863625, at *7 (N.D. Cal. June 22,
28 2015) (approving a 2.10 multiplier on settlement of California Labor Code violations); *Dyer v. Wells*

1 *Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving attorneys’ fees that resulted in
2 lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358,
3 at *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code violations).

4 Indeed, courts following *Laffitte* have reaffirmed that a multiplier between 2 and 4 to be
5 reasonable and not so “extraordinarily high” as to require greater judicial scrutiny. *See Spann v. J.C.*
6 *Penney Corp.*, 211 F. Supp. 3d 1244, 1265 (C.D. Cal. Sept. 30, 2016) (finding that a 3.07 multiplier is
7 “well within the range for reasonable multipliers” under *Laffitte II*); *Beaver v. Tarsadia Hotels*, No. 11-
8 CV-01842-GPC-KSC, 2017 WL 4310707, at *13 (S.D. Cal. Sept. 28, 2017) (“The one-third fee Class
9 Counsel seeks reflects a multiplier of 2.89 on the lodestar which is reasonable for a complex class action
10 case.”).

11 The lodestar cross-check thus confirms that Plaintiffs’ fee request is fair and reasonable and
12 should be approved.

13 **F. The Requested Recovery Of Litigation Expenses Is Reasonable**

14 Plaintiffs’ Counsel are entitled to reimbursement of their discretionary litigation costs. Cal. Lab.
15 Code § 2699(k)(1). Out-of-pocket discretionary expenses are compensable if they would normally be
16 billed to a fee-paying client. *See Beasley v. Wells Fargo Bank*, 235 Cal. App. 3d 1407, 1419 (1991),
17 *overruled in part on other grounds in Olson v. Automobile Club of Southern Calif.*, 42 Cal. 4th 1142
18 (2008). Such discretionary costs may be claimed as part of an attorneys’ fees motion when seeking
19 statutory fees under the Labor Code. *See Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1218
20 n.27 (2008) (awarding costs that are necessarily incurred).

21 As itemized in their declarations, Plaintiffs’ Counsel advanced \$24,549.40 in out-of-pocket costs
22 to the State for, among other things, court costs, courier charges, consultant fees, and mediation fees.
23 (Perez Decl. ¶ 24; Maher Decl. ¶ 15.) Because these reasonable costs were necessarily incurred during
24 the case’s pendency, these costs are reasonable and should be awarded. *See also* Cal. Civ. Pro. Code §
25 1033.5(c)(4) (“[i]tems not mentioned in this section and items assessed upon application may be allowed
26 or denied in the court’s discretion.”); *Hsu v. Semiconductor Sys., Inc.*, 126 Cal. App. 4th 1330, 1341
27 (2005) (“[W]hile it is reasonable to interpret a general contractual cost provision by reference to an
28 established statutory definition of costs, we do not discern any legislative intent to prevent sophisticated

1 parties from freely choosing a broader standard authorizing recovery of reasonable litigation charges and
2 expenses.”).

3 **G. The Court Should Approve the Negotiated Service Award Payment**

4 Paragraph 18 of the PAGA Settlement Agreement provides that Defendants will pay Plaintiffs
5 the sum of \$10,000, each, for their service on behalf of the LWDA and Aggrieved Employees, and for
6 general release of all claims arising out of their employment. These releases cover not only the settled
7 PAGA claims, but any and all claims arising out of Plaintiffs’ employment.

8 Such a payment incentivizes employees to step forward to enforce the Labor Code. *See MMM*
9 *Holdings, Inc. v. Reich*, 21 Cal. App. 5th 167, 180 (2018) (“The bounty advances the public purpose and
10 benefit by encouraging private qui tam actions; indeed, this prospect of reward may be the only means of
11 inducing such private parties to come forward with their information.”) (internal quotations omitted).
12 This is especially important in this context, as “the lack of government resources to enforce the Labor
13 Code led to a legislative choice to deputize and incentivize employees uniquely positioned to detect and
14 prosecute such violations through the PAGA.” *Iskanian*, 59 Cal. 4th at 390. Absent the incentive
15 payment, fewer employees would be willing to step forward, and PAGA’s primary purpose—
16 enforcement of the Labor Code—would be substantially undermined.

17 The additional settlement payments are also justified in light of the reputational risk that
18 Plaintiffs assumed by litigating claims against a former employer. *See Billingshausen v. Tractor Supply*
19 *Co.*, 306 F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding “personal detriment” upon testimony that future
20 employers can easily learn that a prospective employee served as a plaintiff through the internet); *see*
21 *also Guippone v. BH S&B Holdings LLC*, No. 09 Civ. 1029, 2011 U.S. Dist. LEXIS 126026, at **4, 20
22 (S.D.N.Y. Oct. 28, 2011) (“[T]he fact that a plaintiff has filed a federal lawsuit is searchable on the
23 internet and may become known to prospective employers when evaluating the person . . . Even where
24 there is not a record of actual retaliation, notoriety, or personal difficulties, [representative Plaintiffs]
25 merit recognition for assuming the risk of such for the sake of absent [parties].”).

26 Employers commonly screen employee candidates to determine whether they have ever filed
27 suit, and employee candidates who might be branded “litigious” are likely to be screened out of the
28 process. In fact, an entire industry has developed for providing employers with background information

1 on employee candidates. By bringing this action against an employer, Plaintiffs have assumed
2 considerable reputational risk that may impact their ability to find employment in the future. *La Fleur v.*
3 *Medical Management Intern, Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal. June 25,
4 2014) (awarding \$15,000 to each named plaintiff in part for attesting to their fear that the lawsuit will
5 harm their future job prospects in the industry).

6 Second, the separate settlement payment is reasonable because Plaintiffs “remained fully
7 involved and expended considerable time and energy during the course of the litigation.” *See In re Toys*
8 *‘R’ Us-Del FACTA Litig.*, 295 F.R.D. at 471 (citation omitted). Plaintiffs devoted their time and effort
9 toward assisting their attorneys with the prosecution of the claims, and assisted counsel with finalizing
10 the settlement.

11 The separate payment is also appropriate because Plaintiffs otherwise “will not gain any benefit
12 beyond that [they] would receive as an ordinary [Aggrieved Employee].” *In re Toys “R” Us FACTA*
13 *Litig.*, 295 F.R.D. at 472; *Van Vranken*, 901 F. Supp. at 299 (holding that a substantial award is
14 appropriate where a [representative’s] claim made up “only a fraction of the common fund.”). Here,
15 absent the separate payment, Plaintiffs will recover no more than other Aggrieved Employees, despite
16 undergoing personal sacrifice in bringing this suit on behalf of the State of California and Aggrieved
17 Employees and despite the fact that they are executing a general release of claims, unlike the more
18 limited release applicable to the Aggrieved Employees.

19 Lastly, because PAGA is a “type of qui tam action,” it is appropriate for the Plaintiffs to receive
20 a modest additional payment from the settlement as a “bounty” for their special effort in vindicating the
21 State’s interests by enforcing its labor laws. *See Iskanian*, 59 Cal. 4th at 382 (“A PAGA representative
22 action is therefore a type of qui tam action.”); *see also People ex rel. Strathmann v. Acacia Research*
23 *Corp.*, 210 Cal. App. 4th 487, 500 (2012) (“The person who brings the qui tam action, called the
24 ‘relator,’ stands in the shoes of the People of the State of California, who are deemed to be the real party
25 in interest . . . The relator in a qui tam action under section 1871.7 does not personally recover damages
26 but, if successful, receives [a portion] of the recovery as a bounty.”) (internal citations omitted).

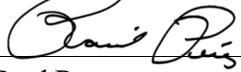
27 **IV. CONCLUSION**

28 The Parties have negotiated a fair and reasonable settlement of Plaintiffs’ PAGA claims. Having

1 appropriately presented the materials and information necessary for approval, the Parties request that the
2 Court approve the PAGA Settlement Agreement.

3
4 Dated: August 9, 2024

Respectfully submitted,

5 By: _____

6 Raul Perez

Roxanna Tabatabaeepour

7 Ryan Tish

Alexander Wallin

8 **CAPSTONE LAW APC**

9 Attorney for Plaintiffs Selena Mosqueda
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Attorneys for Plaintiffs Selena Mosqueda

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,

Plaintiffs,

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

Assigned to the Hon. Jessica Morgan

**DECLARATION OF RAUL PEREZ IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: September 12, 2024

Time: 8:30 a.m.

Place: Department S26

Complaint Filed: August 6, 2020

Trial Date: None Set

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1 times, the Parties' negotiations were adversarial and non-collusive. Mr. Marlin helped to manage the
2 Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. With
3 Mr. Marlin's guidance, the Parties were eventually able to negotiate a complete settlement of Plaintiffs'
4 PAGA claims. The terms of the settlement are now set forth in complete and final form in the PAGA
5 Settlement Agreement, attached as Exhibit 1. A copy of the PAGA Settlement Agreement has been
6 uploaded to the LWDA's website.

7 6. It is my opinion that the Settlement constitutes a fair, adequate, and reasonable
8 compromise of the claims at issue. This opinion is informed by my experience litigating and settling
9 wage and hour actions, and my firm's thorough investigation into the factual and legal issues implicated
10 by Plaintiffs' claims and Defendants' defenses.

11 7. Prior to filing the action, Mosqueda contacted Capstone's attorneys to discuss the factual
12 basis for pursuing an action against Defendants for Labor Code violations. Mosqueda was intimately
13 familiar with Defendants' labor policies and practices, and knowledgeably summarized those policies
14 and practices to Capstone's attorneys. She explained how these labor policies and practices were
15 instituted, and provided valuable insight into how they gave rise to the alleged Labor Code violations.
16 Based on this information, Capstone's attorneys determined that there were legally sufficient grounds for
17 pursuing an action against Defendants.

18 8. Capstone's attorneys prepared a detailed letter (16 pages) to notify the LWDA of
19 Mosqueda's intent to seek civil penalties and other available relief recoverable under PAGA for Labor
20 Code violations. Significant research and effort were expended to prepare a PAGA notice that was
21 consistent with the developing legal requirements to withstand any challenge from Defendants regarding
22 the notice's sufficiency. And in preparation for drafting the complaint, Capstone's attorneys conducted
23 their own preliminary investigation into the factual bases for Mosqueda's claims, which entailed, *inter*
24 *alia*, a careful examination of Mosqueda's employment records.

25 9. In response to Mosqueda's formal and informal discovery requests, Capstone's
26 attorneys received a considerable amount of documents and data, including employee demographic data,
27 a sample of Aggrieved Employees' time and pay records, and Defendants' California labor policies and
28 procedures manuals. The document and data exchanges allowed Capstone's attorneys to fully assess the

1 nature and magnitude of the claims being settled, as well as the impediments to recovery, and ultimately
2 enabled Capstone’s attorneys to make an independent assessment of the reasonableness of the
3 settlement’s terms.

4 10. By engaging in such a thorough investigation and evaluation of Plaintiffs’ PAGA
5 claims, I can opine that the Settlement, for the consideration and on the terms set forth in the Settlement
6 Agreement, is fair, reasonable, and adequate, and is in the best interests of LWDA and Aggrieved
7 Employees in light of all known facts and circumstances, including the risk of significant delay and
8 uncertainty associated with litigation, and various defenses asserted by Defendants.

9 **CAPSTONE LAW APC FIRM PROFILE**

10 11. Since its founding in 2012, Capstone has emerged as a major force in aggregate
11 litigation, making law on cutting-edge issues.

12 12. In February, 2015, Ryan H. Wu and I were honored with the *California Lawyer*
13 Attorney of the Year (CLAY) award in labor and employment for our work in the landmark case
14 *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of
15 California workers to bring representative actions under the Labor Code Private Attorneys General Act
16 (“PAGA”) notwithstanding a representative action waiver in an arbitration agreement.

17 13. Recognized as a leading firm in the prosecution of PAGA enforcement actions,
18 Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior*
19 *Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision
20 before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v.*
21 *Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully
22 argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

23 14. Capstone has made important contributions to consumer protection law. In *McGill v.*
24 *Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the
25 right to seek public injunctive relief under the state’s consumer protection laws cannot be waived and
26 that consumers need not satisfy class certification requirements to enjoin unfair business practices on
27 behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed
28 a denial of class certification, making law that clarified the use of “benefit of the bargain” damages

1 models in consumer class actions.

2 15. Capstone served as class counsel in a number of significant wage and hour settlements,
3 including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case
4 No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v.*
5 *Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of
6 pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour*
7 *Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an
8 \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.

9 16. Capstone has an established practice in automotive defect class actions and is currently
10 appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No.
11 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A.,*
12 *Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

13 17. Capstone has settled over 100 high-stakes class and representative actions. Capstone's
14 settlements have directly compensated hundreds of thousands of California workers and consumers.
15 Capstone's actions have also forced employers to modify their policies for the benefit of employees,
16 including changing the compensation structure for commissioned employees and changing practices to
17 ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA
18 enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of
19 California.

20 18. The following is a representative sample of Capstone's settlements:

- 21 a. *Navarro v. United Parcel Service, Inc.*, No. BC592098 (LA County
22 Superior Court): gross settlement of \$16.5 million on behalf of
23 approximately 180,000 non-exempt employees for wage and hour
24 violations;
- 25 b. *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-
26 PLA (N.D. Cal.): gross settlement of \$12 million on behalf of
27 approximately 150,000 personal bankers, tellers, sales associates, and
28 assistant branch manager trainees for wage and hour violations;

- c. *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers;
- d. *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- e. *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- f. *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- g. *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- h. *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- i. *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- j. *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- k. *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 non-exempt employees;
- l. *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;

- m. *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- n. *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- o. *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

19. Attached as Exhibit 2 is a true and correct copy of Capstone's firm resume.

ATTORNEYS' FEES AND COSTS

20. I have reviewed a summary of the billing records for this action, which are maintained during the regular course of business and billed contemporaneously. The bill for attorneys' fees is summarized in the chart below:

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Robert Drexler	Partner	1985	\$950	58.9	\$55,955.00
Raul Perez	Partner	1994	\$950	19.8	\$18,810.00
Molly DeSario	Senior Counsel	2004	\$700	31	\$21,700.00
Helga Hakimi	Senior Counsel	2008	\$650	48.2	\$31,330.00
Roxanna Tabatabaepour	Senior Counsel	2008	\$650	40.3	\$26,195.00
John Stobart	Senior Counsel	2007	\$650	36.8	\$23,920.00
Jonathan Lee	Senior Counsel	2009	\$625	46.1	\$28,812.50
Mao Shiokura	Senior Counsel	2009	\$625	24.5	\$15,312.50
Anthony Castillo	Senior Counsel	2009	\$625	10.7	\$6,687.50
Tyler Anderson	Associate	2014	\$550	53.8	\$29,590.00
Michelle Kennedy	Fmr. Associate	2018	\$475	19.2	\$9,120.00
Total				389.3	\$267,432.50

21. While adjusting our rates to track market increases, Capstone's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years. *See, e.g., Madrigal v. Solage Management, Inc.*, No. CIV2100081

(Marin County Superior Court Dec. 5, 2023) (approving Capstone's rates for Associates (\$425-\$475) and Senior Counsel/Partners (\$625-\$950)); *Juarez v. TWM/Fresno, LLC*, No. STK-CV-UOE-2022-0002562 (San Joaquin County Superior Court Nov. 16, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625-\$950)); *Jimenez v. Apple Core Enterprises, Inc.*, No. CIVSB2134762 (San Bernardino County Superior Court Nov. 7, 2023) (approving Capstone's rates for Associates (\$425) and Senior Counsel/Partners (\$625-\$950)); *Ortega v. Cirks Construction, Inc.*, No. 34-2022-00316370-CU-OE-GDS (Sacramento County Superior Court Oct. 4, 2023) (approving Capstone's rates for Associates (\$475-\$500) and Senior Counsel/Partners (\$600-\$950)); *Rodriguez v. Imperial Western Products, Inc.*, No. CVRI2000071 (Riverside County Superior Court Sep. 20, 2023) (approving Capstone's rates Senior Counsel/Partners (\$625-\$950)); *Garcia v. Barney's College, Inc.*, No. RG21113350 (Alameda County Superior Court June 12, 2023) (approving Capstone's rates for Associates (\$450-\$475) and Senior Counsel/Partners (\$650 to \$950)); *Gonzaga v. Molina Healthcare, Inc.*, No. 21STCV03598 (Los Angeles County Superior Court Feb. 2, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Amaral v. Unify Financial Credit Union*, No. 20STCV36466 (Los Angeles County Superior Court Jan. 31, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Johnson v. Equity Residential Services, LLC*, No. MSC19-02145 (Contra Costa County Superior Court Nov. 1, 2022) (approving Capstone's rates for Associates (\$500) and Senior Counsel/Partners (\$625 to \$950)).

22. Other courts have approved hourly rates in this range for plaintiff's side law firms. *See Marshall v. Northrup Grumman Corp.*, No. 16-cv-06794, 2020 WL 5668935, at *7 (C.D. Cal. Sept. 18, 2020) (approving attorney rates between \$490 and \$1,060 per hour); *Edwards v. First Am. Corp.*, No. 07-cv-03796, 2016 WL 8999934, at *5 (C.D. Cal. Oct. 4, 2016) (rates of up to \$990 found reasonable); *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, No. 15-cv-01614, 2018 WL 8334858, at *6 (C.D. Cal. July 30, 2018) (approving billing rates between \$600 and \$825 per hour for attorneys with more than ten years of experience, \$325 to \$575 per hour for attorneys with 10 or fewer years of experience, and \$250 per hours for paralegals and clerks); *Gutierrez v. Wells Fargo Bank, N.A.*, No. 07-cv-05923, 2015 WL 2438274, at *5 (N.D. Cal. May 21, 2015) (rates ranging \$475-\$975 for partners, \$300-\$490 for associates); *In re Toyota Motor Corp. Unint. Accel. Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 10-

ml-02151, 2013 WL 12327929, at *33 n.13 (C.D. Cal. July 24, 2013) (rates ranging from \$150-\$950); *Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL 18278431, at *10 (C.D. Cal. Nov. 21, 2022) (finding that, in Los Angeles, partners litigating class action matters have hourly rates ranging from \$304 to \$965, and associates have hourly rates ranging from \$287 to \$719); *Alvarez v. Sirius XM Radio Inc.*, No. CV 18-8605 JVS(SSX), 2021 WL 1234878, at *11 (C.D. Cal. Feb. 8, 2021) (finding hourly rates ranging from \$450 for an associate to \$950 for a partner “are reasonable given prevailing rates in the Los Angeles region”); *In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, 2023 WL 3688452, at *15 (N.D. Cal. May 25, 2023) (approving rates in a class action of \$875–\$1,195 per hour for partners; \$385–\$850 per hour for associates).

23. Finally, Capstone’s rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. *See* Exhibit 3.

24. As summarized in the table below, counsel has incurred a total of \$21,659.65 in costs and expenses to date.

Cost & Expense Categories	Amount
Arbitration Fees	\$400.00
Copying, Printing & Scanning and Facsimiles	\$72.00
Court Fees, Courier Fees, Filings & Service of Process	\$3,203.15
Court Reporters, Transcripts & Depositions	\$1,966.70
Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$31.05
Desmond Marcello & Amster	\$1,945.00
EconOne	\$394.25
Fountain Consulting	\$4,480.00
Mediation Fees	\$9,000.00
Postage & Mailings	\$0.63
Research Services (PACER, Westlaw, etc.)	\$166.04
Telephone (Long distance, conference calls, etc.)	\$0.83
Total	\$21,659.65

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 9th day of August, 2024, at Los Angeles, California.


Raul Perez

Exhibit 1

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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.

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

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

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

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

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

27 11. “Service Awards” means the amounts to be paid to Plaintiffs as payment for service on
28 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.

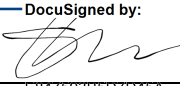
10 49. Denial of Liability. The Parties expressly recognize that the making of this agreement
11 does not in any way constitute an admission or concession of wrongdoing on the part of Defendants.
12 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
13 discussions 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

DocuSigned by:

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Selena Mosqueda

PLAINTIFF

Dated: _____

Martha Ochoa

DEFENDANTS

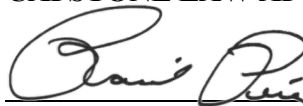
Dated: _____

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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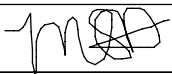
PLAINTIFF

Dated: _____

Selena Mosqueda

PLAINTIFF

Dated: 07/03/2024 _____

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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

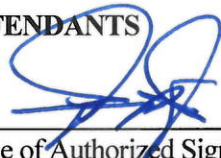
PLAINTIFF

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]

Exhibit 2

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over two hundred million dollars in recovery for employees and consumers:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshall's of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
- Capstone has an established practice in automotive defect class actions and is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No. 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class

certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshalls of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of "benefit of the bargain" damages models in consumer class actions.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

Robert Drexler. Robert Drexler is a partner with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million

dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2020.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored Defective Prosthetic Devices: Strict Tort Liability for the Hospital? 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal.

Jamie Greene. Jamie Greene is a partner with Capstone Law, where she leads the firm's business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm's client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. Ms. Greene is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California.

Bevin Allen Pike. Bevin Allen Pike is a partner with Capstone Law, where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Anthony Castillo. Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues.

Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Molly DeSario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSario's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

Helga Hakimi. Helga Hakimi is a senior counsel at Capstone Law. Her practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of

employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code.

Prior to joining Capstone, Ms. Hakimi was a partner at a civil litigation firm in West Los Angeles, where she handled mainly real estate litigation, business litigation, and defense of some employment law matters; prior to that, she worked as a civil litigation attorney handling complex personal injury litigation. Ms. Hakimi's interest in advocating for employee rights began in law school, where she volunteered for the Workers' Rights Clinic and assisted low-income community members in Northern California's greater Bay Area region with employment-related legal issues. Upon graduating from law school, Ms. Hakimi worked as an associate for a municipal law firm, and thereafter at the local City Attorney's Office, where she advised municipalities and cities in civil matters involving land use, environmental law, development issues, Constitutional law, and First Amendment rights. Ms. Hakimi graduated from Berkeley Law (Boalt Hall School of Law), where she earned her Juris Doctorate and was awarded the Prosser Award in Remedies. Ms. Hakimi received her Bachelor of Arts degree in Political Science with a minor in Education Studies from the University of California, Los Angeles, and graduated summa cum laude and with Departmental Highest Honors.

Daniel Jonathan. Daniel Jonathan is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.

Jonathan Lee. A senior counsel with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California.

Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Cody Padgett. Cody Padgett is a senior counsel with Capstone Law. Mr. Padgett prosecutes automotive defect and other consumer class action lawsuits during all stages of litigation. His work has been integral to achieving contested class certification in several automotive defect cases, including *Falco v. Nissan N. Am. Inc.*, No. 13-00686 (C.D. Cal.) (certifying a class of owners/lessees of Nissan vehicles), *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-08629 (C.D. Cal.) (certifying a class of owners/lessees of Toyota vehicles), and *Victorino v. FCA US, LLC*, No. 16-01617 (S.D. Cal.) (certifying a class of owners/lessees of Dodge Dart vehicles). Mr. Padgett's efforts have also contributed to major settlements of automotive defect and consumer cases, providing substantial monetary relief to millions of class members, valued in the hundreds of millions of

dollars. See, e.g., *Weckwerth v. Nissan North America, Inc.*, No. 18-00588 (M.D. Tenn.) (providing a \$407 to \$547 million-dollar benefit to a class of nearly 3 million consumers).

Prior to joining Capstone Law, Mr. Padgett assisted with the defense of major felony cases at the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*. Mr. Padgett is admitted to practice in California, before the Ninth Circuit Court of Appeals, and before United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, and concentrates his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

Mao Shiokura. Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships.

Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of

dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Roxanna Tabatabaepour. Roxanna Tabatabaepour is a senior counsel with Capstone Law. Her practice primarily involves representing employees in class actions and representative actions for various violations of the California Labor Code.

Before joining Capstone, Ms. Tabatabaepour's experience included representing workers in single-plaintiff and class/representative action lawsuits regarding wage-and-hour violations, as well as individual claims for discrimination, retaliation, failure to accommodate, harassment, and wrongful termination, under both California and federal laws. Ms. Tabatabaepour received her undergraduate degrees from the University of California San Diego. She subsequently graduated from the American University, Washington College of Law, where she was a Marshall-Brennan Constitutional Literacy Fellow and taught Constitutional Literacy to teens in marginalized communities.

Ryan Tish. Ryan Tish is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and Private Attorneys General Act ("PAGA") representative actions on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenses, and other claims under the Fair Labor Standards Act and California Labor Code.

Before joining Capstone, Mr. Tish was an associate at a civil litigation firm in Los Angeles, handling a variety of matters, including commercial contracts, real estate, and employment law. Mr. Tish has represented both employers and employees in actions ranging from individual claims of discrimination, harassment, retaliation, and wrongful termination, to class and representative actions for wage-and-hour and privacy law violations. Mr. Tish is a graduate of the University of Southern California Gould School of Law and earned his bachelor's degree in civil and environmental engineering from the University of California, Los Angeles. Mr. Tish is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Tarek Zohdy. A senior counsel with Capstone Law, Tarek Zohdy develops, investigates and litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class actions from

investigation through settlements that have provided significant relief to millions of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as “Lemon Law.” He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Tyler Anderson. Tyler Anderson is an associate with Capstone Law. His practice focuses on complex motions, writs, and appeals. Before joining Capstone, Mr. Anderson was Co-Director of the Los Angeles Center for Community Law and Action (“LACCLA”), a nonprofit law firm that represents tenant unions and union organizers. While there, Mr. Anderson tried a disparate impact federal Fair Housing Act case that resulted in a jury verdict of over \$1,000,000. He also frequently used California Anti-SLAPP laws to block attempts to silence tenant union organizers. Prior to working at LACCLA, Mr. Anderson clerked for the Honorable Martha Vazquez, a federal district court judge for the District of New Mexico who, at the time, sat on the Executive Committee of the Federal Judiciary. Before that, Mr. Anderson was a litigation associate at the international law firm Jenner & Block LLP. Mr. Anderson graduated from Harvard Law School, where he was the Executive Articles Editor of the Harvard Journal on Legislation as well as President of one of the largest student-run pro bono organizations at Harvard University, Project No One Leaves. He graduated with several “Dean’s Scholar” prizes for receiving top grades in his constitutional law courses.

Sairah Budhwani. Sairah Budhwani is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Previously, Ms. Budhwani litigated employment discrimination, harassment, and retaliation claims, and also represented incarcerated individuals contesting the conditions of their confinement. Ms. Budhwani graduated from UCLA School of Law in 2019 and received an undergraduate degree in Urban Studies from University of California, Irvine in 2012. Ms. Budhwani is admitted to practice law in California. She is fluent in Urdu.

Laura Goolsby. Laura Goolsby is an associate with Capstone Law. Her practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. Prior to joining Capstone Law, Ms. Goolsby was an associate at a California civil litigation practice representing individuals in toxic tort disputes. Previous to that, Ms. Goolsby was a trial attorney in a California lemon law firm, trying cases against automobile manufacturers in state and federal court. Ms. Goolsby is published in the University of Pennsylvania Journal of Law and Change law review and served as a judicial intern to the U.S. Department of Justice Immigration Court while in law school. Ms. Goolsby graduated from California Western School of Law, where she was a member of the award-winning Philip C. Jessup International Moot Court team and spent multiple trimesters on the Dean’s List. She graduated with several Academic Excellence Awards for receiving top grades in various international law, civil rights law, and legal skills courses.

Ninel Kocharyan. Ninel Kocharyan is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum

wage law, meal and rest period requirements, and off-the-clock work violations. Ms. Kocharyan began her career in entertainment law reviewing, drafting, and negotiating contracts for talent and ensuring FTC compliance. She immigrated to the United States from Russia at the age of 15 with a passion to pursue a career in law. Ms. Kocharyan graduated from Thomas Jefferson School of Law in 2014 and received her undergraduate degree from University of California, Los Angeles where she majored in Political Science. Ms. Kocharyan is admitted to practice law in California.

Alexander Lima. Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real estate disputes. Mr. Lima graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

Joey Parsons. Joey Parsons is an associate with Capstone. His practice primarily involves wage-and-hour class actions and PAGA representative actions. Previously, Joey was an associate at a boutique firm where he represented California employees in all facets of employment law, including claims brought under the FEHA, Title VII, and the California Labor Code. Joey is a graduate of the University of Alabama School of Law, where he competed on the Labor and Employment Moot Court team and served as the Executive Articles Editor for the Alabama Law & Psychology Review. Joey received his bachelor's degree in history from Virginia Tech.

Jezette Ron. Jezette Ron is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as in-house counsel for a private entity reviewing and drafting company policies. During this time, she actively supported the company with human resource and workers compensation matters. Additionally, she ensured company compliance with California Labor Codes and Occupational Safety and Health Administration (OSHA) regulations. She also implemented an Illness Injury Prevention Program, which included a COVID-19 Exposure Control and Response procedure in compliance with OSHA. Ms. Ron graduated from Whittier Law in 2017, where she served as a board member of the Student Bar Association. She received her undergraduate degree from the University of California, Riverside in 2012 where she majored in Business Management and Public Policy. Ms. Ron is admitted to practice law in California and takes pride in being an advocate for creating a work friendly environment for all employees.

Alexander Wallin. Alexander Wallin is an associate at Capstone Law. He is a passionate litigator who has successfully represented employees against corporate injustice. Mr. Wallin has recovered millions of dollars in

numerous wage-and-hour class actions, PAGA actions, and individual discrimination lawsuits. He has a particular interest in representing economically disadvantaged employees who cannot afford legal representation on a retainer-fee basis. Mr. Wallin is a member of the Los Angeles County Bar Association's Employment Law Section and stays up-to-date with the rapidly evolving areas of wage-and-hour protections. He graduated from Loyola Law School in 2017 and is admitted to practice law in California, as well as before the United States District Court for Central and Northern Districts of California. He has been selected as a Southern California "Super Lawyers – Rising Star" in 2022 and 2023.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

Exhibit 3

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

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Attorneys for Plaintiff Martha Ochoa

**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

Honorable Jessica Morgan
Department S26

**DECLARATION OF TRAVIS J. MAHER
IN SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: September 12, 2024
Time: 8:30 a.m.
Department: S26

Complaint Filed: August 6, 2020
Trial Date: None Set

DECLARATION OF TRAVIS J. MAHER

I, **Travis J. Maher**, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Martha Ochoa (“Plaintiff Ochoa” or “Plaintiff”) in the action entitled *Martha 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”), which is being settled along with the above-captioned action that was commenced by Plaintiff Selena Mosqueda (“Plaintiff Mosqueda,” together with Plaintiff Ochoa, “Plaintiffs”), entitled *Selena Mosqueda v. Fred Loya Insurance Agency, Inc. et al.*, San Bernardino County Case No. CIVDS2016339 (“Mosqueda Action”) (collectively, the Ochoa Action and Mosqueda Action are referred to as the “Actions”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

**EXPERIENCE AND ADEQUACY OF
LAWYERS *for* JUSTICE, PC**

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment representative and class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in dozens of employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving nearly every aspect of California wage and hour law, including payment of overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same, timely payment of wages, provision of compliant wage statements, reimbursement of business expenses, executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements, PAGA claims, and sister statutes

under federal law. Lawyers *for* Justice, PC has recovered (sometimes in association with other law firms) millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. For over a decade, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.

From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative cases have resulted in settlements that have been granted court approval, including and not limited to, those listed in paragraph 7 herein. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and she is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert.

denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under Edwin Aiwasian, Arby Aiwasian, and her supervision, Lawyers for Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

6. I am a Member of Lawyers for Justice, PC. I received a Bachelor of Science degree from Tulane University in 2003, a Master of Science degree from the University of Minnesota in 2010, and a Juris Doctor degree from Loyola Law School - Los Angeles in 2018. I am admitted to practice in California (since 2019) and I am admitted to practice in all U.S. District Courts in California. I have taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification, arbitration agreements, coordination, and intervention. I have handled briefing and oral argument on appeal and obtained a notable decision regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims in *Nickson v. Shemran, Inc.* (2023) 90 Cal.App.5th 121.

**EXAMPLES OF RESULTS IN REPRESENTATIVE
AND CLASS ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers for Justice, PC ("LFJ") has achieved on behalf of its clients:

1 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a major property management company involving allegations
3 of misclassification of various “manager” positions. On September 20, 2010, the court granted
4 final approval of the class action settlement. The Los Angeles County Superior Court Case
5 Number is BC400414.

6 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national retailer of household items involving allegations of
8 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
9 granted final approval of the class action settlement. The Los Angeles County Superior Court
10 Case Number is BC413498.

11 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national property management company involving
13 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
14 granted final approval of the class action settlement. The Los Angeles County Superior Court
15 Case Number is BC430918.

16 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a national retailer involving allegations of misclassification
18 of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
19 certification. On August 26, 2013, the court granted final approval of the class action settlement.
20 The Los Angeles County Superior Court Case Number is BC424012.

21 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class and PAGA representative action against a bank, involving allegations of
23 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
24 granted final approval of the class and PAGA representative action settlement. The Kern County
25 Superior Court Case Number is S-1500-CV-273194-LHB.

26 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a national wholesale distributor of
28 plumbing and builder supplies, involving allegations of misclassification of multiple salaried

1 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
2 representative action settlement. The Sacramento County Superior Court Case Number is 34-
3 2012-00136285.

4 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class action against a multinational corporation that provides global workplace
6 solutions, involving allegations of misclassification of the “Operations Manager” position. On
7 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
8 County Superior Court Case Number is BC478769.

9 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
10 wage-and-hour class and PAGA representative action against a national retailer of household
11 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
12 final approval of the class and PAGA representative action settlement. The San Francisco
13 County Superior Court Case Number is CGC-13-532344.

14 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
16 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
17 motion for class certification. On October 20, 2017, the court granted final approval of the class
18 and PAGA representative action settlement. The Los Angeles County Superior Court Case
19 Number is BC474784.

20 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class and PAGA representative action against a national retailer of upscale
22 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the
23 court granted final approval of the class and PAGA representative action settlement. The Los
24 Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial
25 Council Coordination Proceeding Number is 4794.

26 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national retailer of apparel and fashion accessories, on
28

1 behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the
2 class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

3 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
5 involving allegations of misclassification of the “Department Manager” position. On August 12,
6 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class.
7 On August 6, 2019, the court granted final approval of the class action settlement. The Alameda
8 County Superior Court Case Number is RG13680477.

9 m) LFJ represented the plaintiff in a PAGA representative action against a
10 real estate and property management company, on behalf of non-exempt employees. On
11 November 4, 2016, the court granted approval of the PAGA representative action settlement. The
12 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

13 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
15 non-exempt employees. On November 18, 2016, the court granted final approval of the class and
16 PAGA representative action settlement. The San Francisco County Superior Court Case Number
17 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

18 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
19 representative action against a foodservice distributor, on behalf of non-exempt employees. On
20 January 26, 2017, the court granted final approval of the class and PAGA representative action
21 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

22 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
23 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
24 the employer’s motion to compel arbitration, which resulted in a published opinion by the
25 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
26 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
27 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
28

1 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
2 5046.

3 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a consumer packaging company,
5 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
6 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
7 Number is BC590429.

8 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a manufacturer of food service
10 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
11 approval of the class and PAGA representative action settlement. The Orange County Superior
12 Court Case Number is 30-2015-00810013-CU-OE-CXC.

13 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a lumber and hardware company
15 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
16 class and PAGA representative action settlement. The Orange County Superior Court Case
17 Number is 30-2014-00747750-CU-OE-CXC.

18 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
19 representative action against a property management company, on behalf of non-exempt
20 employees. On June 14, 2017, the court granted final approval of the class and PAGA
21 representative action settlement. The Los Angeles County Superior Court Case Number is
22 BC586234.

23 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
24 representative action against a food company on behalf of non-exempt employees. On June 30,
25 2017, the court granted final approval of the class and PAGA representative action settlement.
26 The Sacramento County Superior Court Case Number is 34-2015-00175871.

27 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
28 representative action against a chocolate company on behalf of non-exempt employees. On July

1 19, 2017, the court granted final approval of the class and PAGA representative action
2 settlement. The Alameda County Superior Court Case Number is RG15764300.

3 w) LFJ represented the plaintiff in a PAGA representative action, against the
4 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
5 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
6 Los Angeles County Superior Court Case Number is BC569664.

7 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
8 representative action against a manufacturer of plastic containers on behalf of non-exempt
9 employees. On October 31, 2017, the court granted final approval of the class and PAGA
10 representative action settlement. The Los Angeles County Superior Court Case Number is
11 BC577233.

12 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
14 employees. On December 11, 2017, the court granted final approval of the class and PAGA
15 representative action settlement. The Los Angeles County Superior Court Case Number is
16 BC569646.

17 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a property management company
19 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
20 approval of the class and PAGA representative action settlement. The Los Angeles County
21 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
22 Number is 4819.

23 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a global provider of flexible office
25 space solutions. On February 15, 2018, the court entered an order granting final approval of the
26 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC498401.

28

1 bb) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
3 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
4 On March 10, 2023, the court granted final approval of the class action settlement. The Tulare
5 County Superior Court Case Number is VCU264528.

6 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a behavioral health service provider on behalf of non-exempt
8 employees. On November 13, 2018, the court granted final approval of the class and PAGA
9 representative action settlement. The Alameda County Superior Court Case Number is
10 RG16811450.

11 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 PAGA representative action against a global provider of products and services to the energy
13 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
14 granted approval of the PAGA representative action settlement. The Kern County Superior
15 Court Case Number is S-1500-CV-280215-SDC.

16 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
17 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
18 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
19 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
20 Council Coordination Proceeding Number is 4886.

21 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
23 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
24 certification in part and certified a class. The Alameda County Superior Court Case Number is
25 RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

26 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a national retailer of apparel and
28 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted

1 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
2 court granted final approval of the class and PAGA representative action settlement. The
3 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

4 hh) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class and PAGA representative action against a medical equipment supplier on
6 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
7 for class certification and certified a class. On November 2, 2023, the court granted final
8 approval of the class and PAGA representative action settlement. The San Bernardino County
9 Superior Court Case Number is CIVDS1505744.

10 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
11 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
12 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
13 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
14 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
15 approval of the PAGA representative action settlement. The San Diego County Superior Court
16 Case Number is 37-2016-00005578-CU-OE-CTL34.

17 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
18 wage-and-hour class and PAGA representative action against a large national drug testing
19 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
20 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
21 granted final approval of the class and PAGA representative action settlement. The San Diego
22 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

23 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
25 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
26 court granted in part the plaintiff's motion for class certification and certified a class. The
27 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
28 Judicial Council Coordination Proceeding Number is 4930.

1 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a plastic packaging company on
3 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs'
4 motion for class certification and certified a class. On November 8, 2021, the court granted
5 approval of the partial settlement of the action. On April 22, 2024, the court granted approval of
6 the PAGA settlement and entered an order dismissing the action. The San Bernardino County
7 Superior Court Case Number is CIVDS1507361.

8 mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against manufacturer and supplier of power products and services on
10 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
11 motion for class certification and certified a class. On August 27, 2021, the court granted final
12 approval of the class action settlement. The San Diego County Superior Court Case Number is
13 37-2015-00025968-CU-OE-CTL.

14 nn) LFJ represented the plaintiff in a wage-and-hour class action against a
15 nutritional products manufacturer on behalf of non-exempt production line employees. On
16 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
17 certified a class. On January 16, 2024, the court granted final approval of the class and PAGA
18 representative action settlement. The Solano County Superior Court Case Number is
19 FCS051001.

20 oo) LFJ represents the plaintiffs in a wage-and-hour class action against a
21 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for
22 the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On
23 July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class.
24 The Los Angeles County Superior Court Case Number is BC707670.

25 pp) LFJ represents the plaintiffs in a wage-and-hour class action against a
26 chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in
27 part the plaintiffs' motion for class certification and certified a class. The San Francisco
28 Superior Court Case Number is CGC-20-582809.

**NOTICE TO THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT
AGENCY AND THE EMPLOYER**

8. Plaintiff Ochoa has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on September 25, 2023 (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employer and submitted to the LWDA by way of online submission on the LWDA’s website. A true and correct copy of the September 25, 2023 PAGA Notice is attached hereto as “**EXHIBIT 1.**”

**THE LITIGATION AND WORK PERFORMED
BY PLAINTIFFS’ COUNSEL**

9. Attorneys at Lawyers for Justice, PC have fully and actively participated in the litigation process from the inception of the *Ochoa* Action. Lawyers for Justice, PC joined forces with other plaintiff’s counsel, Capstone Law APC (who commenced the *Mosqueda* Action) (collectively, the firms are referred to as “Plaintiffs’ Counsel”), to coordinate their efforts in the pursuit of the Actions and, ultimately, the resolution thereof.

10. Before initiating the *Ochoa* Action, Lawyers for Justice, PC conducted extensive investigation and research into the facts and circumstances underlying the pertinent factual and legal issues and applicable law. This required thorough discussions and interviews between attorneys at Lawyers for Justice, PC and Plaintiff Ochoa, and research into the various legal issues involved in the *Ochoa* Action, including, *inter alia*, the current state of the law as it applied to off-the-clock theory, meal and rest periods, PAGA claims, wage-and-hour enforcement, Plaintiff Ochoa’s allegations, and potential defenses. Plaintiff Ochoa’s core allegation is that Defendants have violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs and other aggrieved employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination

of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

11. Lawyers *for* Justice, PC investigated the veracity, strength, and scope of the PAGA claim in the *Ochoa* Action, prior to reaching the settlement, and the settlement was reached in the midst of extensive litigation in the *Ochoa* Action. Ultimately, Defendant Fred Loya Insurance Agency, Inc. and Plaintiff Ochoa entered a stipulation in the *Ochoa* Action to withdraw Defendant Fred Loya Insurance Agency, Inc.’s motion to compel arbitration without prejudice to refile the motion, stay Plaintiff Ochoa’s individual claims, and dismiss Plaintiff Ochoa’s class and non-individual PAGA claims without prejudice, and on June 13, 2024, the Honorable Jennifer L. Thurston of the United States District Court for the Eastern District of California entered an order approving the stipulation and granting the requested stay and dismissal. Lawyers *for* Justice, PC conducted extensive investigation and research into legal and factual issues. Lawyers *for* Justice, PC also met and conferred with Defendants’ counsel on numerous occasions, e.g., to discuss issues relating to the pleadings in the trial court, motion practice, case management, trial court proceedings, and discovery. Other work that Lawyers *for* Justice, PC has performed includes, and is not limited to, case strategy and analysis; case management; drafting, reviewing, and/or revising the pleadings and motion-related papers (e.g., relating to Plaintiff’s Motion to Remand Pursuant to 28 U.S.C. § 1447, Defendant Fred Loya Insurance Agency, Inc.’s Motion for an Order Compelling Arbitration of Plaintiff’s Individual Claims and Dismissing Putative Class Claims, and Plaintiffs’ Motion for Court Approval of the Parties’ PAGA Settlement); claims assessment and evaluation; and reviewing settlement paperwork. Lawyers *for* Justice, PC also expended time researching applicable law, which is evolving as it relates to PAGA representative actions, arbitration agreements, wage-and-hour enforcement, Plaintiff Ochoa’s allegations, and Defendants’ defenses thereto, as well as the facts discovered.

12. As set forth more fully in the Motion for Court Approval of the Parties’ PAGA Settlement, Plaintiffs seek an award of attorneys’ fees to Plaintiffs’ Counsel in the amount of

\$291,667.00, which represents approximately one-third (1/3) of the Gross Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff Ochoa and Lawyers for Justice, PC, Plaintiff Ochoa has agreed to a contingency fee of at least one-third (1/3) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiffs' Counsel took in commencing the cases; (2) the time, effort, and expense that Plaintiffs' Counsel dedicated to the cases; (3) the skill and determination that Plaintiffs' Counsel have shown; (4) the results that Plaintiffs' Counsel have achieved throughout the litigation; (5) value of the settlement that Plaintiffs' Counsel have achieved in the cases; and (6) the other cases that Plaintiffs' Counsel have turned down in order to devote their time and efforts to the cases.

13. While not necessarily required to be demonstrated because a percentage of the fund is proper for the settlement of the Actions, it should be noted that Plaintiffs' Counsel have performed many hours of work in connection with prosecuting the cases such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **148.20 hours** performing tasks to obtain a recovery in this matter. Attached hereto as "**EXHIBIT 2**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by myself and several other attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the matter.

14. The work performed in this particular matter, the background of Lawyers for Justice, PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least \$800 for work performed by Lawyers for Justice, PC. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$800 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements

in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved compensation at the rate of \$936.47 per hour; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved compensation at the rate of \$919.57 per hour; and final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved compensation at the hourly rate of \$855.96 per hour.

LITIGATION COSTS AND EXPENSES INCURRED

BY LAWYERS *for* JUSTICE, PC

15. To date, Lawyers *for* Justice, PC has borne all of the risks and costs of litigation in the *Ochoa* Action and will not receive any compensation until a recovery is obtained. Lawyers *for* Justice, PC seeks reimbursement of \$2,889.75 for litigation costs and expenses incurred in the *Ochoa* Action, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 3.**" These expenses were reasonable and necessary in the prosecution of the *Ochoa* Action and to obtain the Settlement.

SERVICE AWARDS TO PLAINTIFFS

16. For their broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Paragraph 18 of the Settlement Agreement), the Settlement provides for Service Awards to Plaintiffs in the amount of \$10,000.00 each, to be paid out of the Gross Settlement Amount, subject to approval by the Court. It is also worth noting that Plaintiffs undertook significant efforts and work to spearhead the litigation of their respective cases. By initiating and pursuing the cases, Plaintiffs stepped into the shoes of the State of California and undertook the responsibilities of serving in representative capacities. For example, Plaintiff Ochoa has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff Ochoa

1 was available whenever her counsel needed her and actively tried to obtain and provide
2 information that would facilitate the pursuit of the PAGA claim. Accordingly, it is fair and
3 appropriate for Plaintiff Ochoa to receive a Service Award in addition to her individual portion
4 of the settlement as an aggrieved employee.

5 17. Undersigned counsel submits that the Settlement fulfills the purpose of the PAGA
6 statute, is within the accepted range of recoveries for this type of litigation, and is fair,
7 reasonable, and adequate given the substantial monetary benefits provided for by the Settlement,
8 the strengths and weaknesses of the cases, and the inherent delay, costs, risks, and uncertainty
9 associated with continued litigation.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct.

12 Executed this 8th day of August 2024, at Glendale, California.

13 

14 _____
Travis J. Maher

Exhibit 1



September 25, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: FRED LOYA INSURANCE AGENCY, INC.

Dear Representative:

We have been retained to represent Martha Ochoa against Fred Loya Insurance Agency, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Fred Loya") for violations of California wage-and-hour laws. Ms. Ochoa seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Ochoa seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Fred Loya employed Ms. Ochoa as an hourly-paid, non-exempt employee from approximately January 2023 to approximately April 2023, in the State of California.

The "aggrieved employees" that Ms. Ochoa may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Fred Loya has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

Fred Loya required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During

the relevant time period, Ms. Ochoa and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Ochoa and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Fred Loya required Ms. Ochoa and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Fred Loya failed to pay Ms. Ochoa and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Fred Loya failed to pay Ms. Ochoa and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Fred Loya did not provide Ms. Ochoa and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Fred Loya were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Ochoa and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, and the naming of the incorrect business entity on Plaintiff's records.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil

penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Ochoa and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Ochoa and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Ochoa and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Ochoa and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Fred Loya failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Ochoa and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Fred Loya did not provide Ms. Ochoa and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Fred Loya failed to pay Ms. Ochoa and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Ochoa and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Fred Loya failed to pay Ms. Ochoa and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Ochoa and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Ochoa and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Fred Loya. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage on a personal vehicle for work-related tasks, the purchasing and maintenance of clothing and footwear in compliance with the dress code, and the purchasing and maintenance of supplies.

Therefore, on behalf of all aggrieved employees, Ms. Ochoa seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Fred Loya Insurance Agency, Inc.
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd., Ste 700
Glendale, CA 91203

Exhibit 2

MARTHA OCHOA V. FRED LOYA INSURANCE AGENCY, INC.

Superior Court for the County of Merced Case No. 23CV-04437 (“State Court”), removed by Defendants and currently pending as United States District Court Eastern District of California Case No. 1:24-cv-00151-JLT-BAM (“Federal Court”)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS FOR JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Notice Investigation of the Merits of Plaintiff Martha Ochoa’s (“Plaintiff”) Private Attorneys General Act (“PAGA”) Claim on Behalf of the State of California with Respect to Plaintiff and the Aggrieved Employees	6.10
Pre-Notice Investigation of Potential Civil Penalties Exposure of Defendant Fred Loya Insurance Agency, Inc. (“Defendant”) with Respect to Plaintiff and the Aggrieved Employees	5.90
Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Break, IWC Wage Orders, and PAGA in California, Including All New and Relevant DLSE Materials	7.20
Investigation of Defendant, Its Business Relationships, and the Industry in Which It Operates	2.80
Investigation of Defendant’s Organizational, Corporate, and Executive Reporting Structures, as They Relate to the Employment and Management of the Aggrieved Employees	3.40
Investigation of Defendant’s Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues, and Defendant’s Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues, to Evaluate Willfulness and Uniformity	3.10
Analysis of Competitors Within Various Relevant Geographic Areas Within Which Defendant Operates, and Comparing and Contrasting Defendant’s Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant’s Competitors	3.30

Research and Investigation Re: Arbitration Agreements and Analysis of Enforceability	8.50
Research and Investigation Re: Location(s), Division(s), and/or Department(s) Owned, Managed, Serviced, and/or Operated by Defendant in California During the Relevant Time Period, Including Differences Between Them (If Any) to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues and/or Cause Manageability Problems	3.70
Comparative Analysis and Cross-Checking of All Available Job Postings, Job Reviews, Customer/Consumer Reviews, and Other Content Regarding Defendant in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would Be Susceptible to Being Performed Off-the-Clock and/or During Meal or Rest Breaks	2.90
Research and Investigation Re: Workforce and Staffing Levels at Location(s) at Which Aggrieved Employees Worked Throughout California	3.10
Research and Investigation Re: Defendant's Written and Non-Written Policies, Practices, and Procedures Relating to Customer Service, Reporting Time, Timekeeping, Meal/Rest Breaks, On-Premises Breaks, Meal/Rest Premiums, Non-Discretionary Bonus/Incentive/Shift Differential Pay, Uniforms/Dress Code, Footwear, Use of Personal Cell Phones, Use of Personal Vehicles/Mileage, and Reimbursement of Business-Related Expenses	12.50
Research and Investigation Re: Various Software Programs, Systems, and Other Technology Defendant Uses to Conduct Everyday Business, Including Timekeeping, Sales, Customer Relations Management, Information and Document Sharing, Communications, Call Center/Call Routing, Security, and Surveillance Systems with a Focus on What Records (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and Time Worked During Meal and Rest Breaks	2.50
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	7.10
Research and Investigation Regarding Impact of COVID-19 Pandemic on Defendant, Its Operations, and Aggrieved Employees' Work	4.50

Review and Analyze Court Filings in <i>Mosqueda v. Fred Loya Insurance Agency, Inc.</i> , Superior Court for the County of San Bernardino, Case No. CIVDS2016339 (“Mosqueda Action”)	1.50
Meet and Communicate with Plaintiff Martha Ochoa During the Case	13.50
Pleadings and Court Filings	
Research and Draft Plaintiff’s Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on November 29, 2023) (State Court)	7.10
Review Court’s Order: Assignment for All Purposes and Notice of Case Management Conference and Notice of Inclusion in Delay Reduction Program (filed on December 14, 2023) (State Court)	0.10
Review Defendant’s Answer to Plaintiff’s Complaint and Research Affirmative Defenses in Defendant’s Answer (filed on February 1, 2024) (State Court)	0.90
Review and Analyze Defendant’s Notice to Adverse Party Defendant Fred Loya Insurance Agency, Inc.’s Removal of Civil Action to Federal Court and Notice to Superior Court of Defendant Fred Loya Insurance Agency, Inc.’s Removal of Civil Action to Federal Court (served on February 2, 2024) (State Court)	1.10
Review Court’s Order Setting Mandatory Scheduling Conference and Notice of Direct Assignment to Magistrate Judge (filed on February 2, 2024) (Federal Court)	0.20
Review and Analyze Defendant’s Notice of Removal to United States District Court Eastern District of California, Additional Papers and Exhibits in Support Thereof, Disclosure Statement Pursuant to Federal Rule of Civil Procedure 7.1, and Notice of Pendency of Other Action (served on February 2, 2024) (Federal Court)	0.20
Draft Appearance of Counsel (Tara Zabehi), Appearance of Counsel (Travis J. Maher), and Appearance of Counsel (Folashade Akinola) (filed on February 6, 2024) (Federal Court)	0.30
Review Defendant’s Decline of Jurisdiction of United States Magistrate Judge (filed on February 7, 2024) (Federal Court)	0.10

Review Court's Notice Reassigning Case to District Judge Jennifer L. Thurston and Magistrate Judge Barbara A. McAuliffe (filed on February 7, 2024) (Federal Court)	0.10
Review Court's Standing Order (filed on February 12, 2024) (Federal Court)	0.10
Draft Notice of Order Setting of Mandatory Scheduling Conference (filed on February 13, 2023) (Federal Court)	0.10
Draft Plaintiff's Notice of Withdrawal of Counsel (filed on April 19, 2024) (Federal Action)	0.10
Draft, Review, and/or Revise Joint Scheduling Report (filed on May 1, 2024) (Federal Action)	1.10
Review Court's Minute Order Re: Continuing Scheduling Conference (filed on May 1, 2024) (Federal Action)	0.10
Review and Draft Stipulation to Stay Plaintiff Martha Ochoa's Individual Claims and Dismiss Class and PAGA Claims Without Prejudice (filed on June 7, 2024) (Federal Action)	1.10
Draft, Review, and /or Revise Joint Scheduling Report and Request to Vacate June 18, 2024 Scheduling Conference Based On Parties' Stipulated Request for a Stay of Proceedings (filed on June 11, 2024) (Federal Action)	1.50
Review Court's Minute Order Re: Continuing Scheduling Conference (filed on June 12, 2024) (Federal Action)	0.10
Review Court's Order Granting Request to Stay Plaintiff Martha Ochoa's Individual Claims and Dismiss Class and PAGA Claims Without Prejudice (filed on June 14, 2024) (Federal Action)	0.10
Discovery and Deposition	
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Martha Ochoa (served on July 26, 2023)	2.10
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Martha Ochoa for Penalties Under California Labor Code Section 2698, et seq. (served on September 25, 2023)	4.50

Meet with, Draft Correspondence to, and Respond to Correspondence from, Defendant's Counsel	4.50
Meet with, Draft Correspondence to, and Respond to Correspondence from, Other Plaintiffs' Counsel	1.50
Mediation/Settlement	
Draft, Review, Revise, Negotiate, and/or Finalize PAGA Settlement Agreement (executed on June 12, 2024)	0.50
Law and Motion	
Draft Plaintiff's Notice of Motion and Motion to Remand Pursuant To 28 U.S.C. § 1447; Memorandum of Points and Authorities in Support Thereof, Declaration of Folashade Akinola in Support Thereof (filed on March 4, 2024) (Federal Court)	8.50
Review and Analyze Defendant's Memorandum of Points and Authorities in Opposition to Plaintiff Martha Ochoa's Motion to Remand Pursuant to 28 U.S.C. § 1447 and [Proposed] Order Denying Plaintiff's Martha Ochoa's Motion to Remand Pursuant to 28 U.S.C. § 1447 (served on March 18, 2022) (Federal Court)	1.10
Review Court's Minute Order Re: Filed Motion to Remand to Be Heard and Decided by District Judge Jennifer L. Thurston (filed on March 22, 2024)	0.10
Draft Plaintiff's Reply in Support of Plaintiff's Motion to Remand Pursuant to 28 U.S.C. § 1447 (filed on March 27, 2024) (Federal Court)	6.40
Review Court's Order Denying Plaintiff's Motion to Remand (filed on May 7, 2022) (Federal Court)	0.30
Review Defendant's Notice of Motion and Motion for an Order Compelling Arbitration of Plaintiff's Individual Claims and Dismissing Putative Class Claims, Memorandum of Points and Authorities in Support Thereof, Declaration of Elizabeth A. Brown in Support Thereof, Declaration of Paul Buono in Support Thereof, and [Proposed] Order Thereon (Filed on May 17, 2024) (Federal Court)	1.20
Review Court's Minute Order Re: Filed Motion to Compel Arbitration of Plaintiff's Individuals Claims and Dismissing Putative Class Claims to Be Heard and Decided by District Judge Jennifer L. Thurston (filed on May 23, 2024) (Federal Court)	0.10

Draft Plaintiff's Opposition to Defendant's Motion for an Order Compelling Arbitration of Plaintiff's Individual Claims and Dismissing Putative Class Claims and Declaration of Martha Ochoa in Support Thereof (filed on March 31, 2024) (Federal Court)	8.60
Draft Declaration of Travis J. Maher in Support of Motion for Court Approval of the Parties' PAGA Settlement (filed on August 9, 2024) (Mosqueda Action)	2.80
Total Hours:	148.20

Exhibit 3

LAWYERS *for* JUSTICE PC CASE COST DETAIL
Ochoa vs. Fred Loya Insurance Agency, Inc.

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
7/14/2023	U.S. Postmaster	Postage	\$26.25
9/25/2023	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
9/25/2023	U.S. Postmaster	Postage	\$8.77
12/12/2023	Legal Document Server, Inc.	Attorney Service	\$184.93
12/12/2023	Merced Superior Court	Complaint Filing Fee	\$435.00
12/12/2023	Merced Superior Court	Complex Filing Fee	\$1,000.00
12/12/2023	Merced Superior Court	Complex Filing Fee	\$1,000.00
1/2/2024	ProLegal	Attorney Service	\$103.95
1/29/2024	Legal Document Server, Inc.	Attorney Service	\$15.55
2/13/2024	General Logistics Systems US, Inc.	Courier Service	\$20.15
2/20/2024	General Logistics Systems US, Inc.	Courier Service	\$20.15
Total:			<u><u>\$2,889.75</u></u>

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Roxanna Tabatabaeepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
3 Ryan Tish (SBN 274284)
Ryan.Tish@capstonelawyers.com
4 Alexander Wallin (SBN 320420)
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5 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiffs Selena Mosqueda

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN BERNARDINO**

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

13 Plaintiffs,

14 vs.

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

19 Defendants.
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Case No. CIVDS2016339

Assigned to the Hon. Jessica Morgan

**DECLARATION OF SELENA MOSQUEDA
IN SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: September 12, 2024

Time: 8:30 a.m.

Place: Department S26

Complaint Filed: August 6, 2020

Trial Date: None Set

DECLARATION OF SELENA MOSQUEDA

I, Selena Mosqueda, hereby declare as follows:

1. I am over eighteen years old. Unless the context indicates otherwise, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them. I am a named plaintiff in the above-captioned action. I make this declaration in support of the Motion for Court Approval of the Parties' PAGA Settlement.

2. I was employed by Defendants Fred Loya Insurance Agency, Inc. and Loya Casualty Insurance Company (collectively, "Defendants") as an hourly paid, non-exempt Customer Service Representative/Sales Agent in Corona and Riverside, California from approximately June 2017 to December 2019. My job duties included contacting customers regarding appointments, quotes, and payments; reviewing and scanning documents; and creating reports regarding client policy renewals and cancellations. I decided to file this lawsuit because I had a number of grievances against Defendants stemming from their labor policies. These grievances are set forth in detail in the operative Complaint and my letter to California Labor and Workforce Development Agency ("LWDA").

3. Prior to filing the action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendants.¹ During those conferences, my attorneys provided me with an overview of how those claims would be litigated, and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

4. After retaining my attorneys, I spent considerable time on the phone discussing the facts of my case with my attorneys. I discussed the facts related to my employment with Defendants, including discussing my job duties and responsibilities, my job position, the hours and days I worked, and how I was compensated.

5. When I agreed to represent the LWDA as a deputized private attorney general, I understood it was my duty to be readily available and to participate actively in this case. I knew that I would be required to review documents, search for documents and produce them to my attorneys,

¹ Although the preservation of my attorney-client privilege requires that I refrain from revealing the specifics of my communications with my attorneys, I understand that the privilege is not waived by stating generally the matters that I have discussed with my attorneys.

answer written questions, potentially answer oral questions and testify truthfully under oath, and be available to appear in court, if necessary.

6. I understood that I needed to maintain awareness of the status and progress of the lawsuit.

7. My attorneys provided me with a draft of the Complaint for my review and approval. I closely reviewed the Complaint to ensure accuracy and completeness. Following the filing of the Complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly contacted my attorneys to stay current on the status of the litigation, and to discuss my attorneys' progress in prosecuting the claims.

8. I have worked to the best of my ability to prosecute this action on behalf of the LWDA, always considering the interests of the LWDA just as I would consider my own interests. I believe PAGA actions are an important tool to assure compliance with the Labor Code.

9. Since initiating this lawsuit until now, I have kept aware of the status of the lawsuit and provided my attorneys with information used by them in the litigation. I have spent large amounts of time and effort pursuing my claims and the claims of the other employees from the time I retained my attorneys to the present date.

10. I worked closely with my attorneys during the discovery phase of the litigation, and in particular, I spent considerable time working with my attorneys to prepare responses to Defendants' discovery requests, including form interrogatories, requests for admission, and document requests.

11. In addition to written discovery, Defendants' counsel took my deposition on June 4, 2021. Prior to my deposition, I conferred with my attorneys to prepare, and to learn more about the deposition process. Following my deposition, I carefully reviewed the deposition transcript to ensure that my testimony was properly and accurately recorded.

12. I have carefully reviewed the terms of the proposed settlement. My attorneys explained the specifics of how the settlement would work and I accepted the settlement only after I had spent time evaluating the proposed outcome to assure that it was fair. Based on my attorneys' evaluation and recommendation, and my own review, I believe the settlement is fair and reasonable in light of PAGA's policies and purposes.

DocuSigned by:

E847593B5D7D45A...

Selena Mosqueda

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Travis J. Maher (SBN 327206)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Martha Ochoa

**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

Honorable Jessica Morgan
Department S26

**DECLARATION OF MARTHA OCHOA
IN SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: September 12, 2024
Time: 8:30 a.m.
Department: S26

Complaint Filed: August 6, 2020
Jury Trial: None Set

DECLARATION OF MARTHA OCHOA

I, **Martha Ochoa**, hereby declare as follows:

1. I am over 18 years of age and a resident of California. I am the named plaintiff in the action *Martha Ochoa v. Fred Loya Insurance Agency, Inc.*, originally filed in Merced County, Case No. 23CV-04437 (currently pending in the United States District Court for the Eastern District of California, Case No. 1:24-cv-00151-JLT-BAM)(“*Ochoa* Action”), which is being settled along with the above-captioned action, i.e., *Selena Mosqueda v. Fred Loya Insurance Agency, Inc. et al.*, San Bernardino County Case No. CIVDS2016339 (“*Mosqueda* Action”), (collectively, the *Ochoa* Action and *Mosqueda* Action are referred to as the “Actions”). I have personal knowledge of the facts and statements set forth in this declaration, and if called upon to testify, I could and would competently testify thereto.

2. I was employed by Defendants Fred Loya Insurance Agency, Inc. and Loya Casualty Insurance Company (“Defendants”) from approximately January 2023 to April 2023 as a non-exempt, hourly-paid employee. I decided to seek legal advice about my work experiences at Defendants and about filing a lawsuit to seek to redress my grievances. I contacted Lawyers for Justice, PC and spoke with attorneys there. I wanted to take steps to make sure Defendants were held accountable for not properly compensating aggrieved employees for all hours worked and non-compliant meal and rest breaks. After speaking with the attorneys, I investigated class action and representative action lawsuits on my own and did some research into the leading employment law firms in California for approximately 8 hours. Thereafter, I consulted with the attorneys at Lawyers for Justice, PC for almost 5 hours discussing my situation, class action and representative action lawsuits under the Private Attorneys General Act (“PAGA”), and what it meant to bring a class action and PAGA action.

3. Since becoming involved in this matter, I have spent over 9 hours meeting with my attorneys regarding the case and fulfilling my responsibilities as a PAGA representative, which has included providing documents concerning my employment with Defendants, reviewing documents with my attorneys and answering their questions, providing information regarding the duties of non-exempt employees, and helping develop a strategy as to what documents and

1 information to obtain from Defendants. I routinely checked in with my attorneys and their staff to
2 make sure that they had all of my most current information and any additional information that I
3 had obtained.

4 4. Throughout my involvement in this case, I was available to answer any questions
5 my attorneys had, and available to speak and meet with my attorneys whenever they needed me. I
6 responded to them as quickly as possible and gave them as much information as I could.
7 I spent at least 14 hours speaking with my attorneys about the case, sending them documents,
8 identifying potential witnesses, and describing Defendants' policies, practices, and procedures.

9 5. I spent about 2 hours reviewing the settlement agreement and about 2 hours asking
10 questions and discussing the potential settlement with my attorneys before signing the settlement
11 agreement.

12 6. I believe that I have done everything that my attorneys have asked of me and tried,
13 to the best of my ability, to seek relief for the aggrieved employees and the State of California. I
14 think my efforts helped to get the result obtained in this case.

15 7. I respectfully request that the Court approve and award me a Service Award in the
16 amount of \$10,000.00 for my efforts and active participation in the case and broader release of
17 claims. Taking into consideration the time that I dedicated to this case, I believe that this amount
18 is reasonable.

19 8. I am not related to anyone associated with Lawyers *for* Justice, PC or Capstone Law APC.

20 9. I have not entered into any undisclosed agreements, nor have I received any
21 undisclosed compensation in this case. The only compensation I will receive is a Service Award,
22 if approved by the Court, as well as my share of the settlement as an aggrieved employee.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct.

25 Executed on 08/06/2024, at Merced, California.

26
27
28



Electronically Signed: 2024-08-06 20:13:30 UTC - 76.254.108.151
Nintex AssureSign® db810cc8-d5e1-4445-a0bb-b1c4014b9e7a

Martha Ochoa

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN BERNARDINO**

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

13 Plaintiffs,

14
15 vs.

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

19 Defendants.
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Case No. CIVDS2016339

Assigned to the Hon. Jessica Morgan

**[PROPOSED] ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: September 12, 2024
Time: 8:30 a.m.
Place: Department S26

Complaint Filed: August 6, 2020
Trial Date: None Set

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1 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendants.

5 8. The Court approves the gross settlement amount of \$875,000. After deducting the
6 approved amounts for attorneys' fees and costs, service awards, and settlement administration costs, the
7 net settlement amount of \$528,783.60 will be allocated as follows: Seventy-Five Percent (75%), or
8 approximately \$396,587.70, shall be paid to the California Labor and Workforce Development Agency,
9 and the remaining Twenty-Five Percent (25%), or approximately \$132,195.90, shall be paid to
10 Aggrieved Employees.

11 9. The Court hereby awards \$291,667 in attorneys' fees and \$24,549.40 in costs to
12 Plaintiffs' Counsel, Capstone Law APC and Lawyers *for* Justice. The award of attorneys' fees and costs
13 will be divided as follows: (a) \$277,083.65 in attorneys' fees and \$21,659.65 in litigation costs to
14 Capstone Law APC; and (b) \$14,583.35 in attorneys' fees and \$2,889.75 in litigation costs to Lawyers
15 *for* Justice, PC.

16 10. The Court approves Service Awards of \$10,000, each, to Selena Mosqueda and Martha
17 Ochoa.

18 11. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and
19 approves Settlement Administration Costs of \$10,000.

20 12. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
21 completion of settlement administration activities no later than July 25, 2025, as well as an amended
22 judgment regarding the distribution of unclaimed residuals as provided in the Parties' Settlement
23 Agreement. The Court sets a non-appearance compliance hearing for August 21, 2025 at 8:30 a.m., at
24 which time the Court will consider evidence that the distribution process is complete and that a final
25 accounting may be approved.

26 13. This Judgment shall be binding on all Aggrieved Employees and the State of California,
27 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
28 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th

1 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
2 under PAGA is binding not only on the named employee plaintiff but also on state labor law
3 enforcement agencies and any aggrieved employee not a party to the proceeding).

4 14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
5 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
6 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

7 15. This document shall constitute a judgment under California Code of Civil Procedure §
8 664.6.

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10 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

11 Date _____

12 Hon. Jessica Morgan
13 San Bernardino County Superior Court Judge
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