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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,

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.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 12 2024

BY 
VALERIE URUENA, DEPUTY

Case No. CIVDS2016339

Assigned to the Hon. **Christian Towns**
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 ²⁵~~24~~, 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.

9
10 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

11 Date

9/12/2024

C. Towns
Hon. Jessica Morgan

San Bernardino County Superior Court Judge