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

MARCOS GONZALEZ SOSTENES, as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"), on behalf of
the State of California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

LIBERTY LANDSCAPING, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2315903

Assigned to the Hon. Christian Towns

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

Date: January 27, 2025

Time: 8:30 a.m.

Place: Department S26

Complaint Filed: July 14, 2023

Trial Date: None Set

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

JAN 27 2025

BY 
VALERIE URUEÑA, DEPUTY

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1 finding of the validity of any allegations or of any wrongdoing by Defendant. 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 Defendant.

5 8. The Court approves the gross settlement amount of \$345,000. After deducting the
6 approved amounts for attorneys' fees and costs, service awards, and settlement administration costs, the
7 net settlement amount of \$202,344.67 will be allocated as follows: Seventy-Five Percent (75%), or
8 approximately \$151,758.50, shall be paid to the California Labor and Workforce Development Agency,
9 and the remaining Twenty-Five Percent (25%), or approximately \$50,586.17, shall be paid to Aggrieved
10 Employees.

11 9. The Court hereby awards \$115,000 in attorneys' fees and \$11,655.33 in costs to
12 Plaintiff's Counsel, Capstone Law APC.

13 10. The Court approves a Service Award of \$10,000 to Marcos Gonzales Sostenes.

14 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator, and
15 approves Settlement Administration Costs of \$6,000.

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

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

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

26 Date JAN 27 2025

27 C. Towns
28 Hon. Christian Towns
San Bernardino County Superior Court Judge