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Attorneys for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JOSE LOYA, individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

AMPCO CONTRACTING, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

07/29/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No.: 23STCV25737

PAGA REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Samantha
P. Jessner, Dept. 7]

**JOINT STIPULATION REGARDING
APPROVAL OF SETTLEMENT UNDER
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT; [~~PROPOSED~~] ORDER**

[Filed concurrently with: Declaration of
Arrash T. Fattahi]

Complaint filed: October 20, 2023
FAC filed: February 6, 2024
Trial date: Not set

1 **IT IS HEREBY STIPULATED AND AGREED BY THE BELOW PARTIES,**
2 **THROUGH THEIR RESPECTIVE COUNSEL OF RECORD, AS FOLLOWS:**

3 **WHEREAS**, on June 21, 2023, Plaintiff Jose Loya (“Plaintiff”) provided notice to the
4 California Labor & Workforce Development Agency (“LWDA”) and Defendant AMPCO
5 Contracting, Inc. (“Defendant,” and together with Plaintiff, the “Parties”) of the violations
6 described below, as required by Labor Code § 2699.3(a)(1)(A); pursuant to Labor Code §
7 2699.3(a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff and Defendant whether it
8 intended to investigate the alleged violations, but the LWDA did not do so (Declaration of Arrash
9 T. Fattahi [“Fattahi Decl.”], ¶ 2; Ex. A);

10 **WHEREAS**, on October 20, 2023, Plaintiff filed a Private Attorneys General Act
11 (“PAGA”) action against Defendant in the Superior Court of California, County of Los Angeles,
12 based on Defendant’s failure to pay for all hours worked (minimum, straight time, and overtime
13 wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to pay
14 all earned wages twice per month, failure to maintain accurate records of hours worked and meal
15 periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure
16 to indemnify for necessary business expenditures (the “Action”) (Fattahi Decl., ¶ 3);

17 **WHEREAS**, the Parties attended private mediation on October 28, 2025 with Sonya
18 Goodwin, Esq., a well-respected and experienced mediator in wage-and-hour class and
19 representative actions, which resulted in resolution of the matter (Fattahi Decl., ¶ 4);

20 **WHEREAS**, on June 19, 2026, the Parties fully executed a long-form settlement agreement
21 (Fattahi Decl., ¶ 5; Ex. B [“Settlement” or “Settlement Agreement”]);

22 **WHEREAS**, the LWDA received notice of this Settlement on July 13, 2026;

23 **WHEREAS**, California Labor Code section 2699(b)(4) requires judicial review and
24 approval of any proposed settlement involving a PAGA claim;

25 **WHEREAS**, Plaintiff and Plaintiff’s counsel concluded, after taking into account the
26 sharply disputed factual and legal issues involved in the Action, the risks associated with further
27 prosecution, and the substantial benefits received and to be received pursuant to the Settlement,
28 that the Settlement is in the best interest of all interested parties and beneficiaries. (Fattahi

Decl., ¶ 6);

WHEREAS, Plaintiff and Plaintiff’s counsel have balanced their evaluation of the validity and strength of these asserted allegations against the problems of proof, collectability, and the legal standards governing said allegations, and found significant risk in proceeding. Based on this evaluation, Plaintiff’s counsel believes that the Settlement satisfies the public policies of PAGA and is fair to all parties and beneficiaries (Fattahi Decl., ¶ 7);

WHEREAS, similarly, Defendant and Defendant’s counsel concluded there were benefits associated with settling, and although Defendant disputes the various allegations in the Action, Defendant took into account the risk attending further defense, the expense, time, and burden of protracted litigation, and the desire to put the controversy to rest, and based on these factors, Defendant and Defendant’s counsel agreed to the Settlement without any admission of fault or liability;

WHEREAS, as part of the Settlement, Defendant has agreed to pay a sum of \$340,000.00 (the “Gross Settlement Amount”), which includes payments to all Aggrieved Employees, payment of Plaintiff’s counsel’s fees and costs, payment to Plaintiff for service as the PAGA representative, and payment to the Settlement Administrator for administration costs (Fattahi Decl., ¶ 8);

WHEREAS, the fee award requested here is \$113,333.33, representing one third (1/3) of the Gross Settlement Amount, and is justified because: (1) Plaintiff’s counsel achieved a significant monetary recovery for the Aggrieved Employees and the LWDA in an uncertain and risky case while bearing the substantial burdens of representation on a contingency basis; (2) the fees requested are in line with market rates; (3) Plaintiff’s counsel expended significant time and resources in litigating this case, which resulted in a favorable result for the LWDA, Plaintiff, and the Aggrieved Employees; and (4) Plaintiff’s counsel elected to bear the contingency risk of this litigation for the benefit of the Aggrieved Employees, as well as for the State of California (Fattahi Decl., ¶ 9);

WHEREAS, Plaintiff’s counsel has dedicated substantial resources to this litigation, including approximately \$16,562.53 in costs as of July 27, 2026, without receiving any

1 compensation, and all of Plaintiff's counsel's litigation costs are documented and reasonably
2 incurred (Fattahi Decl., ¶ 10; Ex. D);

3 **WHEREAS**, Plaintiff anticipates incurring an additional \$300.00 in anticipated future
4 costs for filing fees, messenger costs, and copying costs following the Court's Order regarding
5 the Parties' Joint Stipulation, and also requests reimbursement of such (Fattahi Decl., ¶ 10);

6 **WHEREAS**, Plaintiff requests an enhancement fee of \$10,000.00 for his service as the
7 PAGA representative, which is intended to recognize: (1) the substantial time and effort that
8 Plaintiff has expended on behalf of the State and Aggrieved Employees; (2) the risks faced by
9 Plaintiff as a result of bringing this Action; (3) the fact that Plaintiff put the interests of the State
10 of California and other Aggrieved Employees ahead of his own; and (4) the substantial benefit
11 conferred upon the State and the Aggrieved Employees as a result of Plaintiff's actions (Fattahi
12 Decl., ¶ 11);

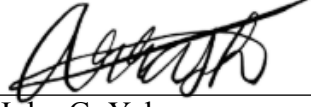
13 **WHEREAS**, the Settlement Administrator's, Phoenix Settlement Administrators, costs
14 are estimated to be \$6,750.00 (Fattahi Decl., ¶ 12; Ex. E);

15 **WHEREAS**, the Parties jointly stipulate and request that the Court approve the
16 Settlement Agreement in accordance with the terms outlined above.

17 Respectfully submitted,

18
19 Dated: July 27, 2026

WILSHIRE LAW FIRM

20 By: 

21 John G. Yslas
22 Arrash T. Fattahi
23 Arman A. Salehi
24 John O. Bishay

Attorneys for Plaintiff

25
26 Dated: July 27, 2026

MAGARIAN & DIMERCURIO, APLC

27 By: /s/ Krista L. DiMercurio

28 Mark D. Magarian
Krista L. DiMercurio

Attorneys for Defendant

~~PROPOSED~~ ORDER

The Court, having reviewed the Parties' Joint Stipulation Regarding Approval of Settlement Under California Private Attorneys General Act, orders as follows:

1. Defendant shall pay the Gross Settlement Amount of \$340,000.00 according to the terms of the Settlement;
2. The Net Settlement Amount means the Gross Settlement Amount minus the following: (a) \$113,333.33 allocated to Attorneys' Fees; (b) \$16,862.53 allocated to litigation costs; (c) \$6,750.00 allocated to the Settlement Administrator Costs; and (d) \$7,500.00 allocated to Plaintiff as a Service Award;
 - a. The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of Attorneys' Fees in the amount of \$113,333.33, to be paid from the Gross Settlement Amount;
 - b. The Court approves payment to Plaintiff's counsel, Wilshire Law Firm, of litigation costs in the amount of \$16,862.53, to be paid from the Gross Settlement Amount;
 - c. The Court approves payment to the Settlement Administrator, Phoenix Settlement Administrators, for its reasonable costs and fees to administer the Settlement, in the amount of \$6,750.00 to be paid from the Gross Settlement Amount;
 - d. The Court approves \$7,500.00 to be paid to Plaintiff as a Service Payment for his efforts as a named plaintiff and representative for the Aggrieved Employees and the State of California, to be paid from the Gross Settlement Amount.
3. Of the Net Settlement Amount, 75% is allocated to the LWDA and 25% is allocated to the Aggrieved Employees;
4. The "PAGA Period" is defined as the period from June 21, 2022 through October 28, 2025;
5. The "Aggrieved Employees" consist of all persons within the State of California

who are or were employed by Defendant in the State of California as hourly-paid or non-exempt employees during the PAGA Period;

6. “Effective Date” means the date on which the Court’s Judgment is final;

7. The Court directs Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator pursuant to Section 4.3 of the Settlement Agreement;

8. The Court directs the Parties and the Settlement Administrator to carry out the terms of the Settlement;

9. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement’s terms;

10. Plaintiff’s counsel shall submit a copy of this Order to the LWDA;

IT IS SO ORDERED.

Dated: 07/29/2026



By:

Samantha Jessner / Judge

Honorable Samantha P. Jessner
Judge of the Los Angeles Superior Court

PROOF OF SERVICE

Loya v. AMPCO Contracting, Inc., et al.
23STCV25737

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, John Bishay, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90017; my electronic service address is john.bishay@wilshirelawfirm.com.

On **July 29, 2026**, I served the foregoing **JOINT STIPULATION REGARDING APPROVAL OF SETTLEMENT UNDER CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT; [PROPOSED] ORDER**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

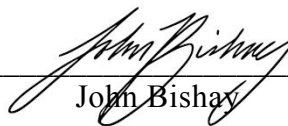
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Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service address listed above via third-party cloud service **CASEANYWHERE**.

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

Executed on **July 29, 2026**, at Los Angeles, California.



John Bishay