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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA**

TERRAL BROWN, individually, and on behalf  
of other aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiff,

vs.

BALFOUR BEATTY INFRASTRUCTURE,  
INC., an unknown business entity; and DOES 1  
through 100, inclusive,

Defendants.

Case No.: 21CV376175

Honorable Theodore C. Zayner  
Department 19

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING APPROVAL OF PRIVATE  
ATTORNEYS GENERAL ACT (CAL. LABOR  
CODE § 2698, ET SEQ.) SETTLEMENT  
AGREEMENT AND AWARD OF  
ATTORNEYS' FEES AND COSTS, GENERAL  
RELEASE FEE, AND SETTLEMENT  
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of  
Private Attorneys General Act (Cal. Labor Code §  
2698, *Et Seq.*) Settlement Agreement and Award of  
Attorneys' Fees and Costs, General Release Fee, and  
Settlement Administration Costs; Declaration of  
Plaintiff's Counsel (Edwin Aiwasian); and  
Declaration of Plaintiff (Terral Brown) filed  
concurrently herewith]

Date: March 29, 2023  
Time: 1:30 p.m.  
Department: 19

Complaint Filed: February 17, 2021  
Trial Date: None Set

1 This matter has come before the Honorable Theodore C. Zayner in Department 19 of the Superior  
2 Court of the State of California, for the County of Santa Clara, on March 29, 2023, at 1:30 p.m., on Plaintiff  
3 Terral Brown’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code §  
4 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and  
5 Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared  
6 for Plaintiff and Jackson Lewis P.C. appeared for Defendant Balfour Beatty Infrastructure, Inc.  
7 (“Defendant”).

8 On or around October 27, 2022, Plaintiff and Defendant (together, the “Parties”) executed the Private  
9 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or  
10 “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the  
12 Declarations of Plaintiff’s Counsel Edwin Aiwarzian and Plaintiff Terral Brown, and (3) the Settlement  
13 Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 16 1. The Motion for Approval of Settlement is granted.
- 17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private  
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing  
20 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the  
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited  
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §  
23 2699.3(a).
- 24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in  
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or  
26 appear in the above-captioned action (“Action”).
- 27 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:

28 ///

1 All current and former hourly-paid or non-exempt employees who worked for Defendant in the  
2 State of California on the Caltrain project during the PAGA Period (“Aggrieved Employees”).

3 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length  
4 negotiations.

5 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated  
6 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,  
7 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement  
8 Amount shall be the Total Settlement Amount (\$475,000.00) less the approved Attorneys’ Fees and Costs  
9 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement  
10 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent  
11 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-  
12 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees  
13 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

14 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and  
15 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement  
16 Administrator to administer the Settlement and to make the payments as provided for by, and consistent  
17 with, this Order and Judgment and the Settlement Agreement.

18 9. The Court approves the payment of \$190,000.00 to Lawyers *for* Justice, PC for attorneys’  
19 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance  
20 with this Order and Judgment and the Settlement Agreement.

21 10. The Court approves the payment of \$10,911.03 to Lawyers *for* Justice, PC for reimbursement  
22 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement  
23 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

24 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff Terral Brown for his  
25 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed  
26 in accordance with this Order and Judgment and the Settlement Agreement.

27 12. The Court approves payment up to the amount of \$6,000.00 to Simpluris, Inc. for the  
28 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be  
disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1           13.     The Parties are directed to perform in accordance with the terms set forth in this Order and  
2 Judgment and the Settlement Agreement.

3           14.     The Court further finds that notice of the Settlement need not be provided to the Aggrieved  
4 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA  
5 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that  
6 it distributes their share of the Employees’ Portion (“Individual Settlement Share”).

7           15.     No later than thirty (30) calendar days of the Effective Date, Defendant shall deposit the Total  
8 Settlement Amount into a qualified settlement account established by the PAGA Settlement Administrator  
9 for administration of the Settlement.

10          16.     No later than thirty (30) calendar days after the date of the Effective Date, Defendant will  
11 provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this  
12 Order and Judgment and the Settlement Agreement.

13          17.     No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List and  
14 Total Settlement Amount, the PAGA Settlement Administrator shall distribute the Individual Settlement  
15 Share checks to Aggrieved Employees, LWDA Payment to the LWDA, General Release Fee to Plaintiff,  
16 Attorneys’ Fees and Costs to Plaintiff’s Counsel, and payment to itself for the Settlement Administration  
17 Costs, as provided for by this Order and Judgment and the Settlement Agreement.

18          18.     The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid  
19 and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such  
20 cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State  
21 Controller’s Office Unclaimed Property Division, in the name of the Aggrieved Employee(s) at issue and in  
22 the amount of his or her respective Individual Settlement Share(s).

23          19.     Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon  
24 the entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiff and  
25 Aggrieved Employees, individually and on behalf of their heirs, executors, administrators, representatives,  
26 attorneys, successors and assigns, and the State of California with respect to Aggrieved Employees, will be  
27 deemed to have knowingly and voluntarily released and forever discharged the Released Parties from the  
28 Released Claims.

1           20.     “Released Parties” means Defendant, Defendant’s parent corporation, affiliates, subsidiaries,  
2 divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys,  
3 officers, directors, and agents thereof, both individually and in their business capacities, and their employee  
4 benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and  
5 programs.

6           21.     “Released Claims” means any and all claims arising during the PAGA Period for civil  
7 penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and  
8 costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice,  
9 including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant  
10 meal periods and associated premiums, failure to provide compliant rest periods and associated premiums,  
11 failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to  
12 provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records,  
13 failure to reimburse necessary business-related expenses and costs, and for violations of California Labor  
14 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198,  
15 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 4-2001  
16 and 16-2001.

17           22.     “PAGA Period” means the period from November 12, 2019 to May 31, 2022.

18           23.     No individualized notice of this Order and Judgment is required to be provided to the  
19 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system  
20 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).  
21

22 Date: \_\_\_\_\_

\_\_\_\_\_  
Honorable Theodore C. Zayner  
Judge of the Santa Clara Superior Court

# **EXHIBIT 1**

<<Mailing Date>>

To: <<First Name>><<Last Name>>  
<<Street Address>>  
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Terral Brown v. Balfour Beatty Infrastructure, Inc.*, Santa Clara Superior Court Case No. 21CV376175

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Terral Brown v. Balfour Beatty Infrastructure, Inc.*, Santa Clara Superior Court Case No. 21CV376175 (“Action”).

The lawsuit was filed on February 17, 2021 by Terral Brown (“Plaintiff”) against his former employer, Balfour Beatty Infrastructure, Inc. (“Defendant”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, amongst other alleged violations. Prior to filing the lawsuit, on December 14, 2020, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001, thereby initiating LWDA Case Number LWDA-CM-815353-20 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. Defendant also denies that this action could proceed on a representative basis.

A settlement was reached between Plaintiff and Defendant.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California on the Caltrain project during the PAGA Period (“Aggrieved Employees”). The period November 12, 2019 through May 31, 2022 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California as an hourly-paid or non-exempt employee on the Caltrain project during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

There is no statutory right for any Aggrieved Employee to object, opt out, or otherwise exclude himself or herself from the settlement.

**Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.