

(SIGNATURE)

EXHIBIT A

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Elizabeth Parker-Fawley (SBN 301592)
Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

08/21/2024

David W. Slayton, Executive Officer / Clerk of Court

By: H. Garcia Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

HOWARD BUILDING CORPORATION, a
California corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV34856

Honorable Cherol J. Nellon
Department 14

**~~[PROPOSED]~~ ORDER AND JUDGMENT
AFTER HEARING GRANTING APPROVAL
OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, *ET SEQ.*)
SETTLEMENT AGREEMENT AND AWARD
OF ATTORNEYS' FEES AND COSTS,
INDIVIDUAL ENHANCEMENT AWARD, 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, Individual Enhancement
Award, and Settlement Administration Costs;
Declaration of Plaintiff's Counsel (Elizabeth Parker-
Fawley); and Declaration of Plaintiff (William
Crane) filed concurrently herewith]

Reservation ID: 560576776217
Date: July 30, 2024
Time: 8:30 a.m.
Department: 14

Complaint Filed: September 21, 2021
Trial Date: None Set

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

1 This matter was originally scheduled for hearing before the Honorable Cherol J. Nellon in
2 Department 14 of the Superior Court of the State of California, for the County of Los Angeles (“Court”), on
3 July 30, 2024 at 8:30 a.m., on Plaintiff William Crane’s (“Plaintiff”) Motion for Approval of Private
4 Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’
5 Fees and Costs, Individual Enhancement Award, and Settlement Administration Costs (“Motion for
6 Approval of Settlement”). Lawyers *for* Justice, PC appeared for Plaintiff and Fisher & Phillips, LLP,
7 appeared for Defendant Howard Building Corporation (“Defendant”).

8 On or around March 5, 2024, Plaintiff and Defendant (together, the “Parties”) executed the Private
9 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
10 “Agreement”).

11 On May 23, 2024, Plaintiff filed the Motion for Approval of Settlement and papers in support thereof,
12 and noticed the motion for hearing on July 30, 2024, at 8:30 a.m.

13 On July 30, 2024, the Honorable Cherol J. Nellon issued a tentative ruling on the Motion for
14 Approval of Settlement, which the Parties did not dispute and submitted on, and which was adopted by the
15 Court by way of a Minute Order issued on July 30, 2024 (“July 30, 2024 Ruling on Motion for Approval of
16 Settlement”). The July 30, 2024 Ruling on Motion for Approval of Settlement granted Plaintiff’s Motion
17 for Approval of Settlement. On August 2, 2024, the office of Lawyers *for* Justice, PC spoke with Department
18 14 and was advised to submit an Order “After Hearing” with the July 30, 2024 Ruling on Motion for
19 Approval of Settlement attached. As per the Court’s instructions, the Parties hereby submit this [Proposed]
20 Order and Judgment After Hearing Granting Approval of Private Attorneys General Act (Cal. Labor Code
21 § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, Individual Enhancement
22 Award, and Settlement Administration Costs, and the July 30, 2024 Ruling on Motion for Approval of
23 Settlement attached hereto as “**EXHIBIT 1**,” for the Court’s consideration.

24 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
25 Declarations of Plaintiff’s Counsel Elizabeth Parker-Fawley and Plaintiff William Crane, and (3) the
26 Settlement Agreement.

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

28 ///

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. The Motion for Approval of Settlement is granted.

2. All terms used herein shall have the same meaning defined in the Settlement Agreement.

3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action (“Action”).

5. The Aggrieved Employees covered under the Settlement consist of the following individuals:
All current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Release Period (“Aggrieved Employees”).

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

7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount (\$375,000.00) less the approved Attorneys’ Fees and Costs to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), Individual Enhancement Award to Plaintiff, and Settlement Administration Costs to Atticus Administration LLC (the “PAGA Settlement Administrator”). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

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

5 9. The Court approves the payment of \$131,250.00 to Lawyers for Justice, PC for attorneys'
6 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
7 with this Order and Judgment and the Settlement Agreement.

8 10. The Court approves the payment of \$4,685.57 to Lawyers for Justice, PC for reimbursement
9 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
10 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

11 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff William Crane for his
12 Individual Enhancement Award. This amount shall be paid from the Total Settlement Amount and shall be
13 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14 12. The Court approves payment up to the amount of \$5,000.00 to Atticus Administration LLC
15 for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and
16 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

19 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
20 Employees; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT 2,**" and the PAGA
21 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
22 it distributes payments to Aggrieved Employees for their share of the Employees' Portion ("Individual
23 Settlement Share").

24 15. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant
25 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with
26 this Order and Judgment and the Settlement Agreement.

27 16. No later than fourteen (14) calendar days of the date of this Order and Judgment, Defendant
28 shall deposit \$375,000.00 into a qualified settlement account established by the PAGA Settlement

Administrator for administration of the Settlement in accordance with this Order and Judgment and the Settlement Agreement.

17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List, and Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to Aggrieved Employees (“PAGA Settlement Package”), the Individual Enhancement Award to Plaintiff, the Settlement Administration Costs to itself (only after the PAGA Settlement Package have been mailed to all Aggrieved Employees), and the Attorneys’ Fees and Costs, unless instructed otherwise by Plaintiff’s Counsel, as provided for by this Order and Judgment and the Settlement Agreement.

18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller’s Office Unclaimed Property Division, in the name of the Aggrieved Employee whose check is cancelled.

19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

20. “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.

21. “Released Claims” means any and all claims, rising during the PAGA Release 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, including but not limited to, for failure to pay minimum, regular, and overtime wages, 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, and failure to reimburse necessary business-related expenses and costs, in violation of 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 Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 16-2001.

22. “PAGA Release Period” means the period from January 19, 2020 through January 15, 2023.

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

Date: 08/21/2024



A handwritten signature in black ink, appearing to read "Cherol J. Nellon".

Honorable Cherol J. Nellon
Cherol J. Nellon / Judge
Judge of the Los Angeles Superior Court

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 14

21STCV34856

**WILLIAM CRANE vs HOWARD BUILDING
CORPORATION, A CALIFORNIA CORPORATION;**

July 30, 2024

8:30 AM

Judge: Honorable Cherol J. Nellon
Judicial Assistant: Reyna Navarro
Courtroom Assistant: Diana Deleon

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Matthew Soto and Elizabeth Parker-Fawley for Edwin Aiwarzian via LACC For
Defendant(s): Mark Jacobs for Caroline Scala via LACC

NATURE OF PROCEEDINGS: Hearing on Motion - Other Motion for Preliminary Approval of
Class Action Settlement and PAGA Settlement

The Court's tentative ruling is provided to all sides via the Court's website.

The matter is called for hearing.

All sides submit to the Court's tentative ruling.

The Court's tentative ruling is adopted as the Order of the Court as follows:

Background:

Plaintiff William Crane filed his Complaint against Defendant the Howard Building Corporation. The Complaint asserts a cause of action for PAGA penalties.

Decision:

Plaintiff's motion is GRANTED.

On the Court's own motion, the Order to Show Cause Re: Dismissal After Settlement scheduled for 08/09/2024 is continued to 01/15/25 at 08:30 AM in Department 14 at Stanley Mosk Courthouse.

Hearing on Receiver's Final Accounting and Report is scheduled for 01/15/25 at 08:30 AM in Department 14 at Stanley Mosk Courthouse.

Notice is waived.

EXHIBIT 2

<<Mailing Date>>

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

Re: Settlement Payment from *William Crane v. Howard Building Corporation*, Los Angeles Superior Court Case No. 21STCV34856.

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 *William Crane v. Howard Building Corporation*, Los Angeles Superior Court Case No. 21STCV34856 (“Action”).

The lawsuit was filed on September 21, 2021 by William Crane (“Plaintiff”) against his former employer, 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 section 2698, *et seq.* (“PAGA”), for multiple 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, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 15, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her 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, 558, 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-838125-21 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind.

A settlement was reached between Plaintiff and Defendant Howard Building Corporation (“Defendant”). On << Date>>, the Court approved the settlement, with a portion to be paid to the LWDA and a portion to be paid to “Aggrieved Employees” which is defined as all current and former hourly-paid or non-exempt employees employed by Defendant within California at any time during the period January 19, 2020 through January 15, 2023 (the “PAGA Release 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 during the PAGA Release 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 taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor.

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 Release 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, including but not limited to, for failure to pay minimum, regular, and overtime wages, 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, and failure to reimburse necessary business-related expenses and costs, in violation of 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 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 negotiated within the 90-day timeframe, it will be canceled and the funds associated with the canceled 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.

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].

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On August 22, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Mark Jacobs (SBN 208945)
Usama Kahf (SBN 266443)
Andrew S. Wellman (SBN 318470)
FISHER & PHILLIPS, LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Tel: (949) 851-2424 / Fax: (949) 851-0152

Attorneys for Defendant

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
State of California Labor & Workforce Development Agency

Web URL: <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

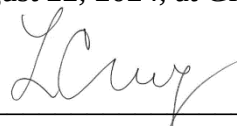
[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on August 22, 2024, at Glendale, California.



Lindsey Crosby