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**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

**DECLARATION OF ELIZABETH
PARKER-FAWLEY IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AGREEMENT AND
RELEASE, 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 Settlement
Agreement and Release, Attorneys' Fees and
Costs, Individual Enhancement Award, and
Settlement Administration Costs; Declaration of
Plaintiff (William Crane); and [Proposed] Order
and Judgment 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

**DECLARATION OF ELIZABETH PARKER-FAWLEY IN SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE, AWARD OF ATTORNEYS' FEES AND COSTS, INDIVIDUAL ENHANCEMENT AWARD,
AND SETTLEMENT ADMINISTRATION COSTS**

DECLARATION OF ELIZABETH PARKER-FAWLEY

I, Elizabeth Parker-Fawley, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff William Crane (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment representative and class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in dozens of employment-related putative class actions and representative actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the

Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case

No. RG13680477). Under his supervision, dozens of class action or representative cases have resulted in settlements that have been granted court approval, including and not limited to, those listed in paragraph 6 herein. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013), and she is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and she has successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements and has handled this process in over three hundred (300) cases. Under Edwin Aiwazian, Arby Aiwazian, and her supervision, Lawyers for Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative

1 action matters that have successfully resolved. She is also a member of the California Employment
2 Lawyers Association.

3 6. Matthew Soto is a Member of Lawyers *for* Justice, PC. He received his Bachelor
4 of Science degree and Bachelor of Arts Degree from California State University, Los Angeles in
5 2020 and earned his Juris Doctor degree from Pepperdine Caruso School of Law in 2023. He was
6 admitted to practice law in California in 2023. He is admitted to practice before all courts of the
7 State of California and the Southern, Central, and Eastern district courts in the State of California.
8 He has worked on many wage-and-hour class action and PAGA representative cases, and his work
9 on these cases has included drafting pleadings and motions, drafting, negotiating, and finalizing
10 stipulations and settlement agreements, and making court appearances.

11 7. I am the Director of Legal Operations at Lawyers for Justice, PC. In December
12 2014, I obtained a license to practice law from the California State Bar. I am admitted to practice
13 in all courts in the State of California, as well as the Central, Southern, Northern, and Eastern
14 District Courts of California and the Ninth Circuit Court of Appeal. Since December 2014, I have
15 worked at Lawyers *for* Justice, PC, and my practice has almost exclusively focused on the
16 prosecution of employment class actions and representative actions, handling cases in all stages
17 of litigation from initial pleadings to assisting with class action trial matters, attending mediations,
18 and preparing class action settlements. Previously, I was in the role of Manager of Litigation, in
19 which I oversaw approximately twenty-five attorneys working on hundreds of employment class
20 actions and representative actions, and provided internal training for our litigation practice group
21 and post-bar law clerks.

22 **EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES**

23 8. What follows are just a few examples of the type of results Lawyers *for* Justice, PC
24 (“LFJ”) has achieved on behalf of its clients:

25 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against a major property management company involving allegations
27 of misclassification of various “manager” positions. On September 20, 2010, the court granted
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1 final approval of the class action settlement. The Los Angeles County Superior Court Case
2 Number is BC400414.

3 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer of household items involving allegations of
5 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
6 granted final approval of the class action settlement. The Los Angeles County Superior Court Case
7 Number is BC413498.

8 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against a national property management company involving
10 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
11 granted final approval of the class action settlement. The Los Angeles County Superior Court Case
12 Number is BC430918.

13 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against a national retailer involving allegations of misclassification of
15 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
16 certification. On August 26, 2013, the court granted final approval of the class action settlement.
17 The Los Angeles County Superior Court Case Number is BC424012.

18 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a bank, involving allegations of
20 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
21 granted final approval of the class and PAGA representative action settlement. The Kern County
22 Superior Court Case Number is S-1500-CV-273194-LHB.

23 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
24 wage-and-hour class and PAGA representative action against a national wholesale distributor of
25 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
26 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
27 representative action settlement. The Sacramento County Superior Court Case Number is 34-
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2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

1 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
3 involving allegations of misclassification of the “Department Manager” position. On August 12,
4 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class.
5 On August 6, 2019, the court granted final approval of the class action settlement. The Alameda
6 County Superior Court Case Number is RG13680477.

7 m) LFJ represented the plaintiff in a PAGA representative action against a real
8 estate and property management company, on behalf of non-exempt employees. On November 4,
9 2016, the court granted approval of the PAGA representative action settlement. The Orange
10 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

11 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
13 non-exempt employees. On November 18, 2016, the court granted final approval of the class and
14 PAGA representative action settlement. The San Francisco County Superior Court Case Number
15 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

16 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
17 representative action against a foodservice distributor, on behalf of non-exempt employees. On
18 January 26, 2017, the court granted final approval of the class and PAGA representative action
19 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

20 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
21 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
22 the employer’s motion to compel arbitration, which resulted in a published opinion by the
23 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
24 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
25 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
26 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
27 5046.

1 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a consumer packaging company, on
3 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
4 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
5 Number is BC590429.

6 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a manufacturer of food service
8 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
9 approval of the class and PAGA representative action settlement. The Orange County Superior
10 Court Case Number is 30-2015-00810013-CU-OE-CXC.

11 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a lumber and hardware company on
13 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
14 and PAGA representative action settlement. The Orange County Superior Court Case Number is
15 30-2014-00747750-CU-OE-CXC.

16 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a property management company, on behalf of non-exempt
18 employees. On June 14, 2017, the court granted final approval of the class and PAGA
19 representative action settlement. The Los Angeles County Superior Court Case Number is
20 BC586234.

21 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
22 representative action against a food company on behalf of non-exempt employees. On June 30,
23 2017, the court granted final approval of the class and PAGA representative action settlement.
24 The Sacramento County Superior Court Case Number is 34-2015-00175871.

25 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a chocolate company on behalf of non-exempt employees. On July
27 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
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The Alameda County Superior Court Case Number is RG15764300.

w) LFJ represented the plaintiff in a PAGA representative action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18, 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569664.

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a global provider of flexible office space solutions. On February 15, 2018, the court entered an order granting final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

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1 bb) Lfj, in association with co-counsel therein, represents the plaintiff in a
2 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
3 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
4 County Superior Court Case Number is VCU264528.

5 cc) Lfj represented the plaintiffs in a wage-and-hour class and PAGA
6 representative action against a behavioral health service provider on behalf of non-exempt
7 employees. On November 13, 2018, the court granted final approval of the class and PAGA
8 representative action settlement. The Alameda County Superior Court Case Number is
9 RG16811450.

10 dd) Lfj, in association with co-counsel therein, represented the plaintiff in a
11 PAGA representative action against a global provider of products and services to the energy
12 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
13 granted approval of the PAGA representative action settlement. The Kern County Superior Court
14 Case Number is S-1500-CV-280215-SDC.

15 ee) Lfj, in association with co-counsel therein, represents the plaintiff in a
16 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
17 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
18 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
19 Council Coordination Proceeding Number is 4886.

20 ff) Lfj, in association with co-counsel therein, represents the plaintiffs in a
21 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
22 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
23 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
24 Judicial Council Coordination Proceeding Number is 4921.

25 gg) Lfj, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a national retailer of apparel and
27 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
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the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the Court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 34-2015-00175330.

jj) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

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nn) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

9. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff William Crane, for himself and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant Howard Building Corporation (“Defendant”). The Parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as “EXHIBIT 1” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys’ Fees and Costs, Individual Enhancement Award, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

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10. The Settlement pertains to the following allegedly aggrieved employees: 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”). The “PAGA Release Period” means the period between January 19, 2020 through January 15, 2023. Defendant has represented that there are approximately seventy-two (72) Aggrieved Employees who worked six thousand five hundred (6,500) Compensable Pay Periods.

11. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on July 15, 2021 (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employer and was submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the PAGA Notice that was sent on behalf of Plaintiff. A true and correct copy of the July 15, 2021 PAGA Notice is attached hereto as “**EXHIBIT 2.**”

12. Defendant has agreed to pay the gross amount of Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00) (“Total Settlement Amount”), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of \$131,250.00 for attorneys’ fees and up to \$10,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC (“Plaintiff’s Counsel”); (2) Individual Enhancement Award of \$7,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$5,000.00 to the PAGA Settlement Administrator. Plaintiff’s Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$4,685.57, and assuming that the requested Attorneys’ Fees and Costs, Individual Enhancement Award, and Settlement Administration Costs, are approved by the Court,

the Net Settlement Amount is estimated to be approximately \$226,564.43. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$169,923.32 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$56,641.11 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Release Period (“Compensable Pay Periods”). The Parties have agreed to retain Atticus Administration LLC (“Atticus” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Atticus Administration LLC to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$5,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

13. The effectiveness of Plaintiff’s Counsel, Lawyers for Justice, PC, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

14. After engaging in extensive investigations, formal and informal discovery, and exchange of information, the Parties participated in settlement negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a full-day mediation on December 6, 2022, conducted by Shaun Voigt, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the Parties reached the Settlement described herein. In the course of mediation and settlement negotiations, the Parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding

1 with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal
2 and rest periods, wage-and-hour enforcement, arbitration agreements, the evidence produced and
3 analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other
4 things. During all settlement discussions, the Parties conducted their negotiations at arm's length
5 in an adversarial position.

6 15. Prior to reaching the Settlement, the Parties investigated the veracity, strength, and
7 scope of the PAGA claim, and were preparing for trial. Plaintiff conducted significant
8 investigation and formal and informal discovery and exchange of information, documents, and
9 data regarding the facts of the case, including and not limited to, the review, consideration, and
10 analysis of a large volume of information, documents, and data obtained from Plaintiff, Defendant,
11 and other sources. Plaintiff's Counsel propounded multiple sets of formal written discovery and
12 served notices of depositions of Defendant's Person Most Knowledgeable designees regarding
13 organizational structure, wage and hour practices, and arbitration, along with requests for
14 production of documents. The information, documents, and data that were reviewed and analyzed
15 by Plaintiff's Counsel included, and were not limited to, Plaintiff's employment record; a detailed
16 sampling of Aggrieved Employees' time and pay data; multiple iterations of Defendant's
17 Employee Handbook; Defendant's Release of Claims; job descriptions; various forms,
18 agreements, and acknowledgments (such as, Defendant's Acknowledgement of Receipt of
19 Summary and Benefits of Coverage Notification, Disclosures and Enrollment Package, At-Will
20 Acknowledgement and Arbitration Agreement, and Final Paycheck(s) Acknowledgement); and
21 Defendant's operations and employment practices, policies, and procedures (such as, Defendant's
22 Reporting-Time Pay Policy, Pay Checks Policy, Time Keeping Requirements Policy, Overtime
23 Policy, Meal and Rest Periods Policy, and Personal Appearance Standards Policy), among other
24 documents. Counsel for the Parties undertook significant investigation, and also invested time
25 reviewing and analyzing relevant information, documents, and data to evaluate the PAGA claim
26 and related allegations, including, and not limited to, calculating the potential monetary recovery
27 under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to:
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meeting and conferring with Defendant's counsel regarding the pleadings, case management, discovery, mediation, settlement negotiations, and settlement, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, the mediation brief, settlement agreement, and settlement approval motion papers; propounding written discovery requests and notices of depositions of Defendant's persons most knowledgeable and reviewing Defendant's objections and responses thereto; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the Parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, rounding, meal and rest periods, arbitration agreements, donning and doffing, meal waivers, regular rate of pay calculations, wage-and-hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

16. In formal discovery specifically, on May 18, 2022, Plaintiff propounded multiple sets of written discovery requests on Defendant, including Requests for Production of Documents, (Set One); Special Interrogatories (Sets One & Two), and Form Interrogatories—General (Set One), and noticed the deposition of Defendant's persons most knowledgeable regarding Defendant's job duties and organizational structure (along with requests for production of documents). On August 29, 2022, Plaintiff noticed the deposition of Defendant's person most knowledgeable regarding arbitration agreements (along with requests for production of documents). On September 8, 2022, Plaintiff's Counsel took the deposition of Michael Thompson, Vice-President of Human Resources, as the person most knowledgeable designee of Defendant on topics related to arbitration agreements.

17. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.

18. Plaintiff and his counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of civil penalties. Plaintiff's core allegation is that Defendant has violated the California Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

19. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against its hourly employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

20. Importantly, Defendant also contended that the claims of Plaintiff and other Aggrieved Employees are subject to enforceable agreements that included, *inter alia*, binding individual arbitration and class and collective action waiver provisions. Defendant contended that, taken together, these agreements would have claim preclusive impact, or otherwise, could effectively be used to require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. Although the Parties disagree on whether or not Defendant's agreements are enforceable and their impact, there is more uncertainty

1 regarding the viability of PAGA claims in the judicial forum, arising from the U.S. Supreme
2 Court's decision in *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906, 2022 U.S.
3 LEXIS 2940. The California Supreme Court recently confirmed that PAGA representative claims
4 are viable and can continue to be prosecuted in *Adolph v. Uber Technologies* (2023) 14 Cal.5th
5 1104. However, the decision by the California Supreme Court in *Adolph v. Uber Technologies*
6 suggests that trial courts may stay the representative/non-individual PAGA claims pending
7 arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an
8 "aggrieved employee" for PAGA purposes, issue preclusion could apply and the plaintiff could
9 lose standing to pursue non-individual PAGA claims. It should be noted that at the time that the
10 Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

11 21. Even if Defendant failed on its defenses, Plaintiff would inevitably face other
12 challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved
13 employee and denied that any of Defendant's other employees whom Plaintiff seeks to represent
14 are aggrieved. Aside from challenges relating to standing, Defendant would have likely sought
15 bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an
16 approach, for example, limiting discovery or trial of the issues to Plaintiff's individual claims.
17 Defendant also contended that an important feature of the PAGA statute is that a court has
18 discretion to reduce the penalties to be assessed against the employer pursuant to California Labor
19 Code section 2699(e)(1)-(2). As discussed above, Defendant denied and continues to deny that it
20 ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any
21 violations occurred, Defendant argued the violations would not be viewed as subsequent violations
22 giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess
23 cumulative penalties for the maximum number of possible, separate California Labor Code
24 violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially
25 where certain conduct may be regulated by multiple provisions of the California Labor Code that
26 are interrelated and work in tandem.

27 ///

22. The Parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the Parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim. Accordingly, the Parties have conducted sufficient investigation and review of information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have also considered the settlement negotiations and the recommendations of the mediator, Shaun Voigt, Esq., who is highly experienced in mediating complex labor and employment matters. The Parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

23. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$131,250.00, which represents approximately thirty-five percent (35%) of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency-fee of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved in the case; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this matter.

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24. While not necessarily required to be demonstrated because a percentage of the fund is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a simple lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **235.90 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by myself and several other attorneys at the firm. Also, separate from the hours referenced herein, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

25. The work performed in this particular case, the background of our firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least \$700 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$800 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation*

(Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved an hourly rate of \$780.77; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

26. Plaintiff's Counsel seeks reimbursement of **\$4,685.57** for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4.**" It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount (\$10,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of \$5,314.43 will be part of the Net Settlement Amount.

INDIVIDUAL ENHANCEMENT AWARD TO PLAINTIFF

27. In recognition of his efforts and work in spearheading the litigation of this matter, as well as for his broader individual waiver and release of claims with a California Civil Code section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides a Individual Enhancement Award to Plaintiff in the total amount of \$7,500.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested Individual Enhancement Award is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment with his counsel, gathering and producing relevant documents and information, and

1 providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was
2 available whenever his counsel needed him and actively tried to obtain and provide information
3 that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for
4 Plaintiff to receive a Individual Enhancement Award, in addition to the Individual Settlement
5 Shares he will receive as an Aggrieved Employee for his share of the Net Settlement Amount.

6 28. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
7 statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable,
8 and adequate given the substantial monetary benefits provided for by the Settlement, the strengths
9 and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with
10 continued litigation.

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

13 Executed this 23rd day of May 2024, at Glendale, California.

14 

15
16 Elizabeth Parker-Fawley

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between William Crane (“Plaintiff”), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Howard Building Corporation (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately April 2019 to approximately May 2021;

(b) On July 15, 2021, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s 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”);

(c) On September 21, 2021, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled *William Crane v. Howard Building Corporation*, Los Angeles Superior Court Case No. 21STCV34856 (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On December 6, 2022, the Parties mediated the Action with Shaun Voigt, Esq. and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Three Hundred Seventy-Five Thousand dollars (\$375,000.00) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of thirty-five percent (35%) of the Total Settlement Amount, which is One Hundred Thirty-One Thousand and Two Hundred Fifty Dollars (\$131,250.00) if the Total Settlement Amount remains \$375,000.00, and reimbursement of litigation costs and expenses in the

EXHIBIT A – COVER LETTER

amount of up to Ten Thousand dollars (\$10,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of Seven Thousand and Five Hundred dollars (\$7,500.00) (“Individual Enhancement Award”) to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Five Thousand Dollars (\$5,000.00) (“Settlement Administration Costs”) to Atticus Administration LLC (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to 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 (the “Aggrieved Employees”). The period January 19, 2020 through January 15, 2023 is the “PAGA Release Period”. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) The Aggrieved Employees are estimated to consist of approximately 72 individuals who worked approximately 6,500 Compensable Pay Periods (as defined below). If the actual number of Compensable Pay Periods during the PAGA Release Period is more than five percent (5%) above 6,500 (i.e. exceeds 6,825 Compensable Pay Periods), the Total Settlement Amount will be increased on a *pro rata* basis for every 1% increase in pay periods over the 5% threshold (i.e. if the Compensable Pay Periods increase by 6%, the Total Settlement Amount will increase by 1%).

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff’s execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Mark Jacobs, Usama Kahf, and Andrew S. Wellman of Fisher & Phillips, LLP ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between January 19, 2020 through January 15, 2023 ("Compensable Pay Periods"), which will be calculated by the PAGA Settlement Administrator by estimating the number of pay periods based on the hire, termination, and rehire dates for each Aggrieved Employee based on Defendant's records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

EXHIBIT A – COVER LETTER

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter (“Cover Letter”) agreed to by the Parties and approved by the Court, in substantially the form attached hereto as “Exhibit A”, in the following manner:

(1) No later than seven (7) calendar days after the Court’s order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the “Aggrieved Employees List”), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Release Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless instructed otherwise by Plaintiff’s Counsel. At the request of Plaintiff’s Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff’s Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

EXHIBIT A – COVER LETTER

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement 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 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 (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from 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 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, including but not limited to amounts fixed or ascertained by the standard of time, task, piece, commission basis, bonus, or other method of calculation, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM
OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not

extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Shaun Voigt. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND

EXHIBIT A – COVER LETTER

DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 02/22/2024, 2024

Electronically Signed

2024-02-22 20:15:43 UTC - 73.227.84.14

William Crane

59435b8a-0169-43c7-a3a6-b11e01422493

William Crane
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Date: 2-23-2024, 2024

Howard Building Corporation



Mark Fuller
Chief Executive Officer

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC

Date: February 22, 2024



Arby Aiwazian
Joanna Ghosh
Vartan Madoyan
Attorneys for Plaintiff William Crane

FISHER AND PHILLIPS LLP

Date: March 5, 2024



Mark Jacobs
Usama Kahf
Attorneys for Defendant Howard Building Corporation

Exhibit A

<<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].

EXHIBIT A – COVER LETTER

Error! Unknown document property name.

EXHIBIT 2

LAWYERS FOR JUSTICE

July 15, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: HOWARD BUILDING CORPORATION

Dear Representative:

We have been retained to represent William Crane against Howard Building Corporation (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "HBC") for violations of California wage-and-hour laws. Mr. Crane seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Crane seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

HBC employed Mr. Crane as an hourly-paid, non-exempt employee from approximately April 2019 to approximately May 2021, in the State of California.

The "aggrieved employees" that Mr. Crane may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, HBC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, 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 IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 16-2001.

HBC required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. HBC rounded the work time recorded by

aggrieved employees in a manner that was not fair and neutral on its face and/or that favored HBC over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Crane and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Crane and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, HBC required Mr. Crane and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. HBC also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, HBC failed to pay Mr. Crane and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, HBC failed to pay Mr. Crane and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, HBC did not provide Mr. Crane and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from HBC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total

hours worked by Mr. Crane and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Crane and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Crane and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Crane and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Crane and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, HBC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Crane and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, HBC did not provide Mr. Crane and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2000 and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, HBC failed to pay Mr. Crane and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Crane and the other aggrieved employees reported to work and were furnished less than half

the usual or scheduled day's work. During the relevant time period, HBC failed to pay Mr. Crane and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Crane and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Crane and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by HBC. These costs include, but are not limited to, the purchasing and maintenance of clothing in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Mr. Crane seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards.



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Howard Building Corporation
c/o Paul McGunnigle
Agent for Service of Process
707 Wilshire Blvd., Suite 37500
Los Angeles, CA 90017

EXHIBIT 3

CRANE VS. HOWARD BUILDING CORPORATION
(LOS ANGELES SUPERIOR COURT CASE NO. 21STCV34856)
(STATE OF CALIFORNIA COURT OF APPEALS SECOND APPELLATE DISTRICT CASE NO. B324613) (“APPELATE CASE”)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff William Crane’s (“Plaintiff”) Private Attorneys General Act (“PAGA”) Claims on Behalf of the State of California with Respect Plaintiff the Aggrieved Employees	7.10
Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendant Howard Building Corporation (“Defendant”) with Respect to Plaintiff and the Aggrieved Employees	3.50
Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Breaks, Regular Rate of Pay, Arbitration Provisions, IWC Wage Orders, and Representative PAGA Decisions in California, Including All New Relevant DLSE Materials	5.40
Investigation of Defendant and Its Services, Vendors, Defendant’s Business Relationships, Clients and Customers, and the Industry in which Defendant Operates	3.50
Investigation of Defendant’s Organizational and Corporate Structure, and Executive Reporting Structure as It Related to the Employment and Management of the Aggrieved Employees	2.00
Investigation of Defendant’s Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity; and	1.60

Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	
Analysis of Defendant's Competitors in Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	2.00
Research and Investigation Re: Locations Owned, Managed, Serviced and/or Operated by Defendant in California	2.40
Research and Investigation Re: Staffing Models and Staffing Levels at Defendant's Locations at Which Aggrieved Employees Worked Throughout California	3.10
Research and Investigation Re: Defendant's Written and Non-Written Policies, Practices, and Procedures Relating to Timekeeping, Schedules, Reporting Time, Meal/Rest Breaks, On-Premises Breaks, Meal and Rest Premiums, Overtime Compensation, Regular Rate of Pay, Reimbursement of Business-Related Expenses, and Arbitration Agreements	8.30
Research and Investigation Re: Various Software Programs, Systems and Other Technology Defendant Uses to Conduct Everyday Business, Including Project Management, Timekeeping Software, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks	2.10
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	4.20
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	2.90
Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	3.50

Research and Investigation of Impact of COVID-19 Pandemic on Defendant, Their Operations, and Aggrieved Employees' Work	3.30
Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	5.20
Meet and Communicate with Plaintiff William Crane Throughout the Pendency of the Case	41.00
Investigate, Meet, Communicate with, and/or Conduct Interviews of Aggrieved Employees and Percipient Witnesses	7.10
Pleadings and Court Filings	
Research and Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Claims Involved (filed on September 21, 2021)	3.40
Review Court's Notice of Case Assignment (filed on September 21, 2021)	0.10
Review Court's Notice of Case Management Conference (filed on September 22, 2021)	0.10
Review and Analyze Answer and Affirmative Defenses of Defendant Howard Building Corporation and Research Affirmative Defenses in Answer (served on January 5, 2022)	1.40
Draft Plaintiff's Case Management Conference Statement (filed on March 23, 2022)	0.40
Review Defendant's Case Management Conference Statement (served on March 24, 2022)	0.20
Draft Plaintiff's Notice of Posting Jury Fees (filed on March 30, 2022)	0.10
Review Court's Minute Order re: Case Management Conference (filed on April 7, 2022)	0.10

Review Court's Notice Re: Continuance of Hearing and Order (filed on July 21, 2022)	0.10
Draft Plaintiff's Case Management Conference Statement (filed on July 22, 2022)	0.40
Review Court's Minute Order Re: Status Conference Re Selection of a Mediator (filed on August 10, 2022)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Stipulation Regarding Agreement to Mediate and [Proposed] Order (filed on August 31, 2022)	0.70
Review Court's Notice Re: Continuance of Hearing and Order (filed on September 2, 2022)	0.10
Draft Plaintiff's Notice Re: Continuance of Hearing and Order (filed on September 7, 2022)	0.10
Review Court's Order Appointing Court Approved Reporter as Official Reporter Pro Tempore (file on September 15, 2022)	0.10
Review Court's Order Granting Stipulation Regarding Agreement to Mediate (filed on September 15, 2022)	0.20
Review Defendant's Notice of Appeal (served on November 14, 2022)	1.20
Review Defendant's Notice of Filing Notice of Appeal (served on November 16, 2022) (Appellate Case)	0.10
Review Appellant's Notice Designating Record on Appeal (served on November 28, 2022) (Appellate Case)	0.20
Review Defendant's Civil Case Information Statement (served on December 2, 2022) (Appellate Case)	0.60

Review Court's Notice to Reporter to Prepare Transcript on Appeal (filed on January 19, 2023) (Appellate Case)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Status Report and Notice of Settlement (filed on January 20, 2023)	0.30
Review Defendant's Request for Dismissal of Appeal (served on February 2, 2023) (Appellate Case)	0.10
Review Court's Minute Order Re: Status Conference (filed on February 7, 2023)	0.10
Review Court's Remittitur (filed on February 10, 2023) (Appellate Case)	0.10
Review Court's Order Dismissing Appeal (field on February 10, 2023) (Appellate Case)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Status Conference Statement (filed on June 1, 2023)	0.50
Review Court's Minute Order Re: Status Conference (filed on June 8, 2023)	0.10
Draft Plaintiff's Notice Regarding June 8, 2023 Status Conference Hearing (filed on June 9, 2023)	0.20
Review Court's Notice of Case Reassignment and Order for Plaintiff to Give Notice (Dates Remain) (filed on June 28, 0223)	0.10
Draft Plaintiff's Notice Regarding Case Reassignment and Order for Plaintiff to Give Notice (Dates Remain) (filed on July 3, 2023)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Response to Order to Show Cause Regarding Dismissal (Settlement) (filed on July 13, 2023)	0.30

Review Court's Minute Order Re: Order to Show Cause Re: Dismissal After Settlement (filed on August 1, 2023)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Response to Order to Show Cause Regarding Dismissal (Settlement) (filed on September 29, 2023)	0.40
Review Court's Minute Order Re: Order to Show Cause Re: Dismissal After Settlement (filed on October 6, 2023)	0.10
Meet and Confer With Defense Counsel, and Draft Joint Response to Order to Show Cause Regarding Dismissal (Settlement) (filed on December 27, 2023)	0.30
Review Court's Minute Order Re: Dismissal After Settlement (filed on January 4, 2024)	0.10
Meet and Confer With Defense Counsel, and Draft Joint Response to Order to Show Cause Regarding Dismissal (Settlement) (filed on September 29, 2023)	0.50
Review Court's Minute Order (filed on April 23, 2024)	0.10
Draft Notice Regarding the Court's April 23, 2024 Minute Order Regarding the Order to Show Cause Re: Dismissal After Settlement (filed on April 24, 2024)	0.10
Appearances	
Prepared for and Telephonically Attended Case Management Conference (April 7, 2022)	1.30
Prepared for and Telephonically Attended Status Conference (August 10, 2022)	1.70
Prepared for and Telephonically Attended Hearing on Defendant's Motion to Compel Arbitration (September 15, 2022)	3.80

Prepared for and Telephonically Attended Post-Mediation Status Conference (February 7, 2023)	3.40
Prepared for and Telephonically Attended Status Conference (June 8, 2023)	0.70
Prepared for and Telephonically Attended Hearing on Order to Show Cause Re: Dismissal (After Settlement) Hearing (August 1, 2023)	1.0
Prepared for and Telephonically Attended Hearing on Order to Show Cause Re: Dismissal (After Settlement) Hearing (October 6, 2023)	0.50
Prepared for and Telephonically Attended Hearing on Order to Show Cause Re: Dismissal (After Settlement) Hearing (January 4, 2024)	0.50
Prepare for and Telephonically Attend Hearing Re Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, Individual Enhancement Award, and Settlement Administration Costs (July 30, 2024)	1.0
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff William Crane (served on May 24, 2021)	1.10
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff William Crane (served on June 18, 2021)	2.20
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Howard Building Corporation (served on May 18, 2022)	3.20

Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Howard Building Corporation and Requests for Production of Documents (Organizational Structure; September 20, 2022) (served on May 18, 2022)	1.00
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Howard Building Corporation and Requests for Production of Documents (Job Duties; September 21, 2022) (served on May 18, 2022)	1.10
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Howard Building Corporation and Requests for Production of Documents (Arbitration Agreements; September 8, 2022) (served on August 29, 2022)	1.20
Prepare for and Take the Deposition of Defendant's Person Most Knowledgeable Designee Michael Thompson (September 8, 2022; Irvine, California) and Review Deposition Transcript	5.40
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff William Crane for Penalties Under California Labor Code section 2698, <i>et seq.</i> ("PAGA") (served on July 15, 2021)	2.60
Review Defendant's Letter Regarding Defendant's Motion to Compel Arbitration (served on July 20, 2022)	1.60
Meet with Defense Counsel, and Draft Correspondence to, and Respond to Correspondence from, Defense Counsel	8.90
Mediation/Settlement	
Review and Analyze Pre-Mediation Documents Produced by Defendant and Prepare Valuation Models, Including, Inter Alia, Calculating PAGA Penalties for Violation Rates for	23.80

Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements [HBC 000001- 002923] (Served on October 26, 2022) • Employee Handbooks and Policies • Employee Time Records • Employee Payroll Records	
Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief (filed on December 1, 2022)	11.60
Attended Mediation Session (December 6, 2022; Zoom)	5.60
Review and Analyze Mediator's Proposal and Engage in Additional Settlement Negotiations with Assistance of Mediator (December 6, 2022 to February 2, 2023)	1.30
Draft, Revise, Negotiate, and Finalize Memorandum of Understanding (January 13, 2023 to February 2, 2023)	1.50
Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (Cal. Lab. Code § 2698, <i>Et Seq.</i>) Settlement and Release (fully executed on March 5, 2024)	5.40
Law and Motion	
Research and Review Defendant's Motion to Compel Arbitration and Dismiss Representative PAGA Claims, Memorandum of Points and Authorities in Support Thereof, Declaration of Andrew S. Wellman in Support Thereof, Declaration of Mike Thompson in Support Thereof, and [Proposed] Order Thereon (served on August 18, 2022)	2.20
Research and Draft Plaintiff's Opposition to Defendant's Motion to Compel Arbitration and Dismiss Representative PAGA Claims, Objections to Defendant's Purported Evidence	8.10

Regarding Defendant's Motion to Compel Arbitration and Dismiss Representative PAGA Claims, Declaration of Jacquelyn Silva in Support Thereof, and Declaration of Williams Crane in Support Thereof (filed on September 1, 2022)	
Review Defendant's Reply in Support of Motion to Compel Arbitration and Dismiss Representative PAGA Claim (serve don September 8, 2022)	0.90
Review Defendant's Responses to Plaintiff's Objections in Support to Opposition to Motion to Compel Arbitration and Dismiss Representative PAGA Claim (served on September 8, 2022)	0.80
Review Defendant's Objections to Declaration of Jacquelyn Silva in Support of Plaintiff's Opposition to Defendant's Motion to Compel Arbitration and Dismissal Representative PAGA Claims and [Proposed] Order Thereon (served on September 8, 2022)	0.50
Review Defendant's Objections to Declaration of William Crane in Support of Plaintiff's Opposition to Defendant's Motion to Compel Arbitration and Dismissal Representative PAGA Claims and [Proposed] Order Thereon (served on September 8, 2022)	0.50
Review Court's Minute Order Re: Motion to Arbitration (filed on September 15, 2022)	0.10
Review Court's Order Denying Defendant's Motion to Compel Arbitration (filed on September 16, 2022)	0.10
Review Court's Minute Order Re: Court Order Denying Defendant's Motion to Compel Arbitration (filed on September 21, 2022)	0.10
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, Individual Enhancement Award, and Settlement Administration Costs, Declaration of Joanna Ghosh in Support Thereof, Declaration of William Crane in Support Thereof, and [Proposed] Order and Judgment (filed on May 22, 2024)	9.50

Total Hours:	235.90
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EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL

Crane v. Howard Building Corporation

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
7/15/2021	U.S. Postmaster	Postage	7.50
7/15/2021	Labor & Workforce Development Agency	Filing Fee	75.00
9/22/2021	One Legal	Attorney Service	29.51
9/22/2021	Los Angeles Superior Court	Attorney Service	435.00
10/14/2021	ProLegal	Attorney Service	98.04
12/14/2021	Legal Document Server, Inc.	Attorney Service	15.20
3/23/2022	General Logistics Systems US, Inc.	Courier Service	23.05
3/23/2022	Legal Document Server, Inc.	Courier Service	15.20
3/30/2022	Legal Document Server, Inc.	Attorney Service	25.33
3/30/2022	Los Angeles Superior Court	Jury Fee	150.00
5/18/2022	General Logistics Systems US, Inc.	Courier Service	23.05
7/22/2022	Legal Document Server, Inc.	Attorney Service	15.95
7/22/2022	Legal Document Server, Inc.	Attorney Service	15.95
7/24/2022	General Logistics Systems US, Inc.	Courier Service	28.94
7/26/2022	Legal Document Server, Inc.	Attorney Service	15.95
7/26/2022	General Logistics Systems US, Inc.	Courier Service	18.14
8/30/2022	General Logistics Systems US, Inc.	Courier Service	30.88
8/31/2022	Los Angeles Superior Court	Filing Fee	20.00
8/31/2022	Legal Document Server, Inc.	Attorney Service	17.30
8/31/2022	General Logistics Systems US, Inc.	Courier Service	28.03
9/2/2022	Legal Document Server, Inc.	Attorney Service	15.95
9/7/2022	Legal Document Server, Inc.	Attorney Service	15.95
9/8/2022	Esquire Deposition Solutions, LLC	Court Reporter	769.85
9/13/2022	Legal Document Server, Inc.	Attorney Service	196.25
9/13/2022	Legal Document Server, Inc.	Attorney Service	15.95
9/15/2022	Kusar Legal Services, Inc.	Court Reporter	70.75
1/18/2023	Voigt Family LLC	Mediation Fee	2400.00
1/23/2023	Legal Document Server, Inc.	Attorney Service	15.95
6/2/2023	Legal Document Server, Inc.	Attorney Service	16.15
6/9/2023	Legal Document Server, Inc.	Attorney Service	16.15
7/3/2023	Legal Document Server, Inc.	Attorney Service	16.15
7/13/2023	Legal Document Server, Inc.	Attorney Service	16.15
10/2/2023	Legal Document Server, Inc.	Attorney Service	16.15
12/27/2023	Legal Document Server, Inc.	Attorney Service	16.15
Total: \$			4,685.57