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Filed
July 31, 2024
Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV386656
By: rwalker

Attorneys for Plaintiff JOSHUA ALVAREZ-KING

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

JOSHUA ALVAREZ-KING, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

BILL BROWN CONSTRUCTION
COMPANY, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 21CV386656

CLASS AND REPRESENTATIVE ACTION

Assigned For All Purposes To The Honorable
Theodore C. Zayner, Department 19

{PROPOSED} ORDER AND JUDGMENT

FINAL APPROVAL HEARING

Date: July 3, 2024

Time: 1:30 p.m.

Action Filed: September 13, 2021

FAC Filed: December 14, 2021

Trial Date: Not Set

1 The Court issued an Order Granting Preliminary Approval of Class and PAGA Action
2 Settlement on November 20, 2023. The Court has before it Plaintiff Joshua Alvarez-King's
3 ("Plaintiff") Motion for Final Approval of Class and PAGA Action Settlement. Plaintiff now
4 seeks an Order and Judgment of Final Approval of the First Amended Joint Stipulation of Class
5 Action and PAGA Action Settlement and Release ("Settlement") between Plaintiff and Defendant
6 Bill Brown Construction Company ("Defendant"), attached to the Declaration of Kane Moon in
7 Support of Plaintiff's Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

8 The Court, having considered Plaintiff's Notice of Motion and Motion for Final Approval
9 of Class and PAGA Action Settlement ("Motion"), the supporting Declarations and Exhibits therein,
10 the records and files in this Action, and the absence of any objections received regarding the
11 Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS
FOLLOWS:**

12 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all Settlement
13 Class members, all PAGA Class Members, and Defendant.

14 The Court, for purposes of this Order and Judgment of Final Approval, refers to all defined
15 terms as set forth in the Settlement.

16 The Settlement appears to have been made and entered into in good faith and is hereby
17 approved, subject to any limitations on the requested fees and payments as set forth below.

18 For purposes of effectuating the Settlement, the following Class is hereby certified: all
19 persons who worked for Defendant in California as an hourly paid, non-exempt employee at any
20 time from September 13, 2017 through May 2, 2021.

21 The Parties shall bear their own respective attorneys' fees and costs, except as provided for
22 in the Settlement and approved by the Court.

23 No Class Members have objected to the terms of the Settlement, and no Class Members have
24 requested exclusion from the Settlement. (Declaration of Lluvia Islas, ¶¶ 8-9.)

25 Plaintiff, all Participating Class Members, and all PAGA Class Members shall have, by
operation of this Order and Judgment of Final Approval, fully, finally and forever released,
relinquished, and discharged all Released Parties from all Released Claims and Released PAGA

1 Claims upon the Final Approval of the Court of the First Amended Joint Stipulation of Class Action
2 and PAGA Action Settlement and Release, as stated in the Settlement. (Settlement, ¶¶ 28, 29, 31.)

- 3 1. “Released Parties” means Defendant, their officers and directors, and any of their former and
4 present parents, subsidiaries, affiliates, divisions, corporations in common control,
5 predecessors, successors, and assigns, as well as all past and present officers, directors,
6 employees, partners, shareholders and agents, attorneys, insurers, and any other successors,
7 assigns, or legal representatives, if any. (Settlement, ¶ 31.)
- 8 2. “Released Claims” means all claims, rights, demands, liabilities, and causes of action, that
9 were or could have been pleaded based on, arising from, or related to, the factual allegations
10 set forth in the Operative Complaint and in the September 11, 2021 Notice of Labor Code
11 Violations and PAGA Penalties sent to the LWDA and Defendant, including: (i) all claims for
12 unpaid minimum and straight time wages; (ii) all claims for unpaid overtime; (iii) all claims
13 for meal and rest break violations; (iv) all claims for unreimbursed business expenses; (v) all
14 claims for the failure to timely pay wages upon termination; (vi) all claims for failure to timely
15 pay wages during employment; (vii) all claims for wage statement violations; (viii) all claims
16 that could arise under Business & Professions Code §§ 17200, et seq. The Released Claims
17 include, but are not limited to, claims under California Labor Code §§ 201, 202, 203, 204, 226,
18 226.7, 512, 1194, 1194.2, 1197, 1198, 2699, et. sq., 2802, and California Business &
19 Professions Code §§ 17200, et. seq. (Settlement, ¶ 28.)
- 20 3. “Released PAGA Claims” means all claims that Plaintiff and all PAGA Class Members
21 waive, release, discharge all civil penalties under the Private Attorneys General Act
22 (“PAGA”), California Labor Code section 2698 et seq., and demands for related interest and
23 attorneys’ fees on the penalties, that were asserted or could have been asserted based on the
24 factual allegations set forth in the September 11, 2021 Notice of Labor Code Violations and
25 PAGA Penalties sent to the LWDA and Defendant, including penalties for : (i) all claims for
unpaid minimum and straight time wages; (ii) all claims for unpaid overtime; (iii) all claims
for meal and rest break violations; (iv) all claims for unreimbursed business expenses; (v) all
claims for the failure to timely pay wages upon termination; (vi) all claims for failure to

1 timely pay wages during employment; and (vii) all claims for wage statement violations.
2 (Settlement, ¶ 29.)

- 3 4. “Effective Date” means the day the Court enters an order granting final approval of the Joint
4 Stipulation of Class Action and PAGA Action Settlement and Release and the funding of the
5 Class Settlement Amount in the Qualified Settlement Fund by Defendant. (Settlement, ¶ 17.)

6 The Class Settlement Amount, Net Settlement Amount, and methodology used to calculate
7 and pay the Individual Settlement Payments are fair and reasonable. The Settlement Administrator
8 is authorized to issue payments to the Participating Class Members and PAGA Class Members in
9 accordance with the terms of the Settlement.

10 Defendant shall pay a total of \$600,000.00 to resolve this litigation. Defendant must fund
11 within eighteen (18) months of the mediation date of June 8, 2023, which is no later than December
12 9, 2024. (Settlement, ¶ 36.) Within seven (7) calendar days of the funding of the Settlement, the
13 Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Class
14 Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Plaintiff’s
15 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
16 services performed in connection with the settlement. (Settlement, ¶ 36.) The Settlement
17 Administrator will distribute the fund installments within seven (7) days of receipt. *Id.*

18 From the Class Settlement Amount, a payment of \$37,500.00 shall be paid to the California
19 Labor and Workforce Development Agency (“LWDA”), representing 75% of the PAGA Allocation
20 awarded under the terms of the Settlement, pursuant to the California Private Attorneys General Act
21 of 2004, *Labor Code* sections 2698, *et. seq.* (Settlement, ¶ 31.)

22 From the Class Settlement Amount, a Class Representative Enhancement Payment in the
23 amount of \$10,000.00 shall be paid to Joshua Alvarez-King for his service as Class Representative
24 and general release of claims. Joshua Alvarez-King is hereby confirmed as Class Representative.

25 From the Class Settlement Amount, Attorneys’ Fees in the amount of \$199,980.00 and
Attorneys’ Costs in an amount not to exceed \$25,000.00 shall be paid to Class Counsel for their
reasonable fees and actual costs incurred in furtherance of this Action. The fees and costs shall be
distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable

1 in light of the benefit provided to the Class. Moon Law Group, PC is hereby confirmed as Class
2 Counsel.

3 From the Class Settlement Amount, Settlement Administration Costs in the amount of
4 \$7,980.00 shall be paid to the designated Settlement Administrator, Phoenix Class Action
5 Administration Solutions.

6 The Notice provided to the Class conforms with the requirements of *California Rules of Court*
7 rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, providing
8 individual notice to all Class Members who could be identified through reasonable effort and due
9 and adequate notice of the proceedings and matters set forth therein to the Class Members. The
10 Notice fully satisfies the requirements of Due Process.

11 The Parties are ordered to have notice of this Order and Judgment of Final Approval sent to
12 all Participating Class Members and PAGA Class Members in accordance with *California Rules of*
13 *Court* section 3.771(b), along with the Settlement payments issued via First Class U.S. Mail to their
14 last known addresses and to the LWDA, pursuant to *Labor Code* section 2699(1)(3).

15 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
16 to be immediately appealable.

17 This Court shall retain jurisdiction with respect to all matters related to the administration
18 and consummation of the Settlement and any and all claims asserted in, arising out of, or related to
19 the subject matter of the lawsuit, including, but not limited to, all matters related to the Settlement
20 and the determination of all controversies relating thereto.

21 Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement is hereby
22 granted, and the Court directs that Judgment shall be entered in accordance with the terms of this
23 Order.

24 In accordance with California Rule of Court 3.771(b), Class Counsel are ordered to give
25 notice of this final Order and the Judgment to all Participating Class Members and PAGA Class
Members by posting the Order and the Judgment for a period of at least 90 calendar days on the
Settlement Administrator's website.

The Court sets a Final Accounting Hearing on **January 29, 2025**, ~~2024~~ at **2:30 pm**

1 Department 19. Class Counsel is ordered to file a final report and declaration regarding distribution
2 no later than **January 17, 2024** .

3 **IT IS SO ORDERED.**

4 DATE: July 31, 2024



Honorable Theodore C. Zayner
Judge of the Superior Court of California for the
County of Santa Clara

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER AND JUDGMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Lori Costanzo
Lucy Goodnough
Frank Zeccola
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(Served via U.S. Mail and E-Mail)

Labor & Workforce Development Agency

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Served via Labor and Workforce
Development Agency access portal)

*Attorneys for Defendant Bill Brown Construction
Company*

☒ **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail kcastillo@moonlawgroup.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **BY LABOR AND WORKFORCE DEVELOPMENT AGENCY ACCESS:** By uploading a true copy of the foregoing document(s) to the Labor and Workforce Development Agency access

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **June 17, 2024** at Los Angeles, California.

Karen Castillo
Type or Print Name

/s/ Karen Castillo
Signature