

PLAINTIFF/PETITIONER: Hernan Rai Zaragoza Lemus
 DEFENDANT/RESPONDENT: William Kreysler & Associates, Inc.

CASE NUMBER:
 22CV000774 / Courtroom A

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: December 27, 2024

Danielle Cowan

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT A

rec'd 9/25/24

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

Attorneys for Plaintiff

FILED

DEC 24 2024

Clerk of the Napa Superior Court
By: AM
Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

HERNAN RAI ZARAGOZA LEMUS,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

WILLIAM KREYSLER & ASSOCIATES, INC.,
a California corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 22CV000774

Honorable Cynthia P. Smith
Courtroom A

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

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code
§ 2698, *Et Seq.*) Settlement Agreement and
Award of Attorneys' Fees and Costs, General
Release Fee, and Settlement Administration
Costs; Declaration of Plaintiff's Counsel
(Elizabeth Parker-Fawley); and Declaration of
Plaintiff (Hernan Rai Zaragoza Lemus) filed
concurrently herewith]

Date: 12/20
~~October 18~~, 2024
Time: 8:30 AM
Courtroom: A

Complaint Filed: September 13, 2022
FAC Filed: June 4, 2024
Trial Date: None Set

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

1 This matter has come before the Honorable Cynthia P. Smith in Courtroom A of the Superior
2 Court of the State of California, for the County of Napa, October 18, 2024, at 8:30 a.m. on Plaintiff
3 Hernan Rai Zaragoza Lemus' ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal.
4 Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General
5 Release Fee, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers for
6 Justice, PC appeared for Plaintiff, and Gordon Rees Scully Mansukhani, LLP appeared for Defendant
7 William Kreysler & Associates, Inc. ("Defendant").

8 On or around July 24, 2024, Plaintiff and Defendant (together, the "Parties") executed the Private
9 Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement" or
10 "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Elizabeth Parker-Fawley and Plaintiff Hernan Rai Zaragoza Lemus
13 and (3) the Settlement Agreement.

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

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

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

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1 5. The Aggrieved Employees covered under the Settlement consist of the following
2 individuals:

3 All current and former non-exempt employees of Defendant who worked at any time in the State
4 of California during the PAGA Period ("Aggrieved Employees").

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

7 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
9 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
10 Amount shall be the Total Settlement Amount (\$650,000.00) less the approved Attorneys' Fees and
11 Costs to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and
12 Settlement Administration Costs to Phoenix Settlement Administrators (the "PAGA Settlement
13 Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the
14 LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be
15 distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order and
16 Judgment and the Settlement Agreement.

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

21 9. The Court approves the payment of \$260,000.00 to Lawyers *for* Justice, PC for attorneys'
22 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance
23 with this Order and Judgment and the Settlement Agreement.

24 10. The Court approves the payment of \$13,597.20 to Lawyers *for* Justice, PC for
25 reimbursement of litigation costs and expenses incurred in the Litigation. This amount shall be paid
26 from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment
27 and the Settlement Agreement.

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1 11. The Court approves payments in the amount of \$7,500.00 to Plaintiff for his General
2 Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed in
3 accordance with this Order and Judgment and the Settlement Agreement.

4 12. The Court approves payment up to the amount of \$7,000.00 to Phoenix Settlement
5 Administrators for the Settlement Administration Costs. This amount shall be paid from the Total
6 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
7 Settlement Agreement.

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

10 14. The Court further finds that notice of the Settlement need not be provided to the
11 Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as "EXHIBIT
12 1," and the PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved
13 Employees at the same time that it distributes payments to Aggrieved Employees for their share of the
14 Employees' Portion ("Individual Settlement Share(s)").

15 15. No later than ten (10) calendar days after the date of this Order and Judgment, Defendant
16 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance
17 with this Order and Judgment and the Settlement Agreement.

18 16. No later than fourteen (14) calendar days after the date of this Order and Judgment,
19 Defendant shall fund the Total Settlement Amount for administration of the Settlement, in accordance
20 with this Order and Judgment and the Settlement Agreement.

21 17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employee List
22 and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover
23 Letter and Individual Settlement Share checks to Aggrieved Employees, LWDA Payment to the LWDA,
24 General Release Fee to Plaintiff, Attorneys' Fees and Costs to Plaintiff's Counsel, and payment to itself
25 for the Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement
26 Agreement.

27 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain
28 valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated

1 with such canceled checks shall be transmitted by the PAGA Settlement Administrator to the State
2 Controller's Office Unclaimed Property Division, in the name of the Aggrieved Employee whose check
3 is canceled.

4 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
5 Upon the full funding of the Total Settlement Amount, Plaintiff and the State of California, will be
6 deemed to have knowingly and voluntarily released and forever discharged the Released Parties, to the
7 fullest extent of the law, of and from the Litigation and from the Released Claims.

8 20. "Released Parties" means Defendant and each of its former and present companies or
9 subsidiaries, directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors,
10 assigns, affiliates, employees, agents and any individual or entity that could be liable for any PAGA
11 Released Claims.

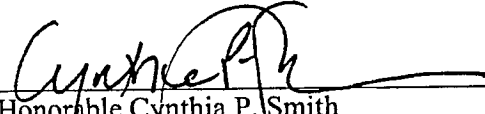
12 21. "PAGA Released Claims" means all claims for civil penalties under California Labor
13 Code section 2698, et seq. ("PAGA"), arising during the PAGA Period, that were alleged, or reasonably
14 could have alleged, based on facts stated in the Operative Complaint and the PAGA Notice, for failure to
15 pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated
16 premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages
17 upon termination, failure to timely pay wages during employment, failure to provide a day of rest, failure
18 to provide complete and accurate wage statements, failure to keep complete and accurate payroll records,
19 failure to provide notice of wage-theft related information upon hiring (and upon change of said
20 information) and failure to reimburse necessary business-related expenses and costs, in violation of
21 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d),
22 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Wage Orders, including Wage
23 Orders 1-2001, 4-2001, and 16-2001.

24 22. "PAGA Period" means the period May 9, 2021 through the date of Court approval of this
25 Settlement, subject to Section 3(b) of the Settlement Agreement.

26 23. No individualized notice of this Order and Judgment is required to be provided to the
27 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
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1 system established for the filing of notices and documents, in conformity with California Labor Code §
2 2699(1)(3).

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4 Date: 12/20/24


Honorable Cynthia P. Smith
Judge of the Napa Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On December 27, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Mollie M. Burks (mburks@grsm.com)
Allison Ross (aross@grsm.com)

GORDON REES SCULLY MANSUKHANI, LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

Additional Emails: Dana Burch (dburch@grsm.com)

Attorneys for Defendant WILLIAM KREYSLER & ASSOCIATES, INC.

[X] BY E-MAIL

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

State of California, Labor & Workforce Development Agency Web URL:

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

[X] BY ONLINE SUBMISSION

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

[X] STATE

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



Danielle Cowan