

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

**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: October 18, 2024  
Time: 8:30 AM  
Courtroom: A

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

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(l)(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(1)(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: \_\_\_\_\_

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5 Honorable Cynthia P. Smith  
6 Judge of the Napa Superior Court  
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