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

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

Plaintiff,

vs.

NORMAN WINDOW FASHIONS, an
unknown business entity; NORMAN
INTERNATIONAL SAN JOSE, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 20NWCV00279

Honorable Olivia Rosales
Department C

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF PLAINTIFF'S COUNSEL
PAYMENT, SERVICE AWARD, AND
SETTLEMENT ADMINISTRATION
COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor
Code § 2698, *Et Seq.*) Settlement Agreement
and Award of Plaintiff's Counsel Payment,
Service Award, and Settlement Administration
Costs; Declaration of Plaintiff (Brandon
Munoz); and [Proposed] Order and Judgment
filed concurrently herewith]

Date: August 26, 2021
Time: 10:30 a.m.
Department: C

Complaint Filed: May 14, 2020
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, 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 Brandon Munoz (“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.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and 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, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I 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, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately August 2004 to approximately August 2008, I was employed by *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on massive class actions and other
2 complex cases involving toxic torts and products liability. In addition, I gained substantial
3 experience on cases involving insurance bad faith, premises liability, and medical negligence.
4 While employed by *Girardi & Keese*, I argued approximately 100 motions, took or defended
5 approximately 150 depositions, and prepared dozens of expert witnesses for deposition and/or
6 trial.

7 6. Since its inception in or around October of 2008, our firm has almost exclusively
8 focused on the prosecution of consumer and employment representative and class actions,
9 involving wage-and-hour claims, race discrimination, unfair business practices or consumer
10 fraud. Currently, we are the attorneys of record in over a dozen employment-related putative
11 class actions and representative actions in both state and federal courts in the State of California.
12 Our firm has successfully litigated cases involving the executive, administrative, and other
13 overtime exemptions to the State of California and federal overtime compensation requirements.
14 During this relatively short time, in association with other law firms, we have recovered millions
15 of dollars on behalf of thousands of individuals in California.

16 **EXAMPLES OF REPRESENTATIVE AND CLASS ACTION RESULTS**

17 7. What follows are just a few examples of the type of results we have achieved on
18 behalf of our clients:

19 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
20 hour class and Private Attorneys General Act (“PAGA”) representative action against a major
21 property management company involving allegations of misclassification of various “manager”
22 positions. On September 20, 2010, the court granted final approval of the class and PAGA
23 representative action settlement. The Los Angeles County Superior Court Case Number is
24 BC400414.

25 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
26 hour class action against a national retailer of household items involving allegations of
27 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
28 granted final approval of the class action settlement. The Los Angeles County Superior Court

Case Number is BC413498.

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

d) Our firm represented the plaintiffs in a wage-and-hour class action involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

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

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

g) Our firm, in association with co-counsel, represented the plaintiff in a wage-and-hour class action 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) Our firm, in association with co-counsel, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on

1 behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final
2 approval of the class and PAGA representative action settlement. The San Francisco County
3 Superior Court Case Number is CGC-13-532344.

4 i) Our firm, in association with co-counsel, represented the plaintiff in a wage-and-
5 hour class action involving allegations of misclassification of the salaried residential “Property
6 Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class
7 certification. The Los Angeles County Superior Court Case Number is BC474784.

8 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
9 hour class and PAGA representative action against a national retailer of upscale hardware and
10 home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted
11 final approval of the class and PAGA representative action settlement. The Los Angeles County
12 Superior Court Case Number is JCCP4794.

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

18 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
19 hour class action against a national retailer of apparel, accessories, and home products, involving
20 allegations of misclassification of the “Department Manager” position. On August 12, 2016, the
21 court granted the plaintiffs’ motion for class certification in part and certified a class. The
22 Alameda County Superior Court Case Number is RG13680477.

23 m) Our firm represented the plaintiff in a PAGA representative action, against a real
24 estate and property management company, on behalf of non-exempt employees. On November
25 4, 2016, the court granted approval of the settlement. The Orange County Superior Court Case
26 Number is 30-2015-00775439-CU-OE-CXC.

27 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
28 hour class and PAGA representative action against a full-service bank, on behalf of non-exempt

employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839.

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

p) Our firm, 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, a motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme Court Docket No. 17-254).

q) Our firm represented the plaintiff in a PAGA representative action, against a real estate and property management company, on behalf of salaried property-level community managers. On April 4, 2017, the Court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2015-00010726-CU-OE-CTL.

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

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

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1 t) Our firm represented the plaintiff in a wage-and-hour class and PAGA
2 representative action against a food company, on behalf of non-exempt employees. On June 30,
3 2017, the court granted final approval of the class and PAGA representative action settlement.
4 The Sacramento County Superior Court Case Number is 34-2015-00175871.

5 u) Our firm represented the plaintiffs in a wage-and-hour class and PAGA
6 representative action against a chocolate company, on behalf of non-exempt employees. On July
7 19, 2017, the court granted final approval of the class and PAGA representative action
8 settlement. The Alameda County Superior Court Case Number is RG15764300.

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

13 w) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
14 hour class and PAGA representative action against a property management company, on behalf
15 of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval
16 of the class and PAGA representative action settlement. The Los Angeles County Superior
17 Court Case Number is JCCP4819.

18 x) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
19 hour class and representative action against a company that operates business centers. On
20 February 15, 2018, the court granted final approval of the class and representative action
21 settlement. The Los Angeles County Superior Court Case Number is BC498401.

22 y) Our firm, in association with co-counsel, represented the plaintiff in a wage-and-
23 hour class action against a container manufacturer, on behalf of non-exempt employees. On
24 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 z) Our firm represented the plaintiffs in a wage-and-hour class and representative
27 action against a behavioral health service provider on behalf of non-exempt employees. On
28 November 13, 2018, the court granted final approval of the class and representative action

1 settlement. The Alameda County Superior Court Case Number is RG16811450.

2 aa) Our firm, in association with co-counsel, represented the plaintiff in a PAGA
3 representative action, against a global provider of products and services in the energy industry,
4 on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted
5 approval of the PAGA representative action settlement. The Kern County Superior Court Case
6 Number is S-1500-CV-280215-SDC.

7 bb) Our firm represented the plaintiff in a wage-and-hour class action against a
8 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
9 the plaintiff's motion for class certification and certified a class. The Santa Clara County
10 Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding
11 Number is JCCP 4886.

12 cc) Our firm, in association with other counsel, on behalf of the plaintiff and
13 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
14 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
15 notable decision from the California Supreme Court clarifying the law and finding, in part, that
16 employer arbitration agreements are unenforceable where they block a PAGA claim from
17 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

18 dd) Our firm represented the plaintiffs in a wage-and-hour class and representative
19 action against a bank on behalf of non-exempt employees. On September 27, 2019, the court
20 granted the plaintiffs' motion for class certification in part and certified a class. The Alameda
21 County Superior Court Case Number is RG15757606 and the Judicial Council Coordination
22 Proceeding Number is JCCP 4921.

23 ee) Our firm represented the plaintiffs in a wage-and-hour class and representative
24 action against a national retailer of apparel and fashion accessories, on behalf of non-exempt
25 employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in
26 part and certified a class, the court certified a class. The Sacramento County Superior Court
27 Case Number is 34-2015-00175330-CU-OE-GDS.

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1 ff) Our firm represented the plaintiff in a wage-and-hour class and representative
2 action against a medical equipment supplier on behalf of non-exempt employees. On February
3 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The
4 San Bernardino County Superior Court Case Number is CIVDS1505744.

5 gg) Our firm, in association with other counsel, represented the plaintiff in a wage-
6 and-hour class and PAGA representative action against a large national drug testing laboratory
7 on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's
8 motion for class certification and certified a class. The San Diego County Superior Court Case
9 Number is 37-2018-00019611-CU-OE-CTL.

10 hh) Our firm represented the plaintiffs in a wage-and-hour class and representative
11 action against a national retailer of sportswear, footwear, and camping equipment on behalf of
12 non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for
13 class certification and certified a class. The Riverside County Superior Court Case Number is
14 RICJCCP4930.

15 ii) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
16 hour class action against manufacturer and supplier of power products and services on behalf of
17 non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for
18 class certification and certified a class. The San Diego County Superior Court Case Number is
19 37-2015-00025968-CU-OE-CTL.

20 APPROVAL OF THE PAGA SETTLEMENT

21 8. Marked and attached hereto as "**EXHIBIT 1**" is the Settlement Agreement and
22 Release of Private Attorneys General Act Claims ("Settlement," "Agreement," or "Settlement
23 Agreement"), entered into between Plaintiff Brandon Munoz ("Plaintiff"), for himself and on
24 behalf of the State of California and other aggrieved employees pursuant to the PAGA, and
25 Defendants Norman Window Fashions and Norman International San Jose, LLC (collectively,
26 "Defendants"). The parties have also drafted and agreed to the form and content of the proposed
27 Cover Letter ("Cover Letter") for mailing to PAGA Settlement Members when Individual
28 Settlement Payments are distributed to them, in substantially the form attached as "EXHIBIT 1"

1 to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal.
2 Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Plaintiff’s Counsel Payment,
3 Service Award, and Settlement Administration Costs. Plaintiff’s Counsel also respectfully
4 requests that the Court approve the proposed Cover Letter.

5 9. The PAGA Settlement Members covered by the Settlement consist of the
6 following individuals: all persons employed by Defendants as an hourly paid or non-exempt
7 employee in California at any time during the period from March 6, 2019, to March 30, 2021
8 (“PAGA Settlement Members”). Defendants have represented that, as of August 2021, there are
9 approximately one hundred seven (107) PAGA Settlement Members.

10 10. It should also be noted that Plaintiff has satisfied the prerequisites under
11 California Labor Code section 2699.3(a), including, and not limited to, providing the California
12 Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of
13 the specific provisions of the California Labor Code that are alleged to have been violated,
14 including the facts and theories to support the alleged violations, by way of written
15 correspondence on March 6, 2020, sent by U.S. Certified Mail. The LWDA did not respond to
16 the letter that was sent on behalf of Plaintiff.

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

25 12. After engaging in extensive formal and informal discovery, the parties
26 participated in settlement negotiations to try to resolve the lawsuit. These efforts included
27 participating in a full-day mediation on December 30, 2020, conducted by Anthony F. Pantoni,
28 Esq. a well-respected mediator experienced in mediating complex labor and employment

1 matters. With the aid of the mediator, the parties reached the Settlement described herein.
2 During mediation, the parties discussed all aspects of the case, including the risks and delays of
3 further litigation, the risks to the parties of proceeding with trial, possible arbitration
4 proceedings, the law relating to representative PAGA actions, off-the-clock theory, wage-and-
5 hour enforcement, and arbitration agreements, the evidence produced and analyzed, and the
6 possibility of bifurcation of discovery and/or trial and appeals, among other things. During all
7 settlement discussions, the parties conducted their negotiations at arm's length in an adversarial
8 position.

9 13. Both sides used the pre-mediation time period to investigate the veracity, strength,
10 and scope of the PAGA claims. Plaintiff's Counsel propounded multiple sets of written
11 discovery requests on Defendants (including requests for production of documents, special
12 interrogatories, and form interrogatories), noticed the depositions of Defendants' person most
13 knowledgeable designees, and conducted informal discovery and exchange of information with
14 Defendants' counsel. The documents and data that were reviewed and analyzed by Plaintiff's
15 Counsel included, and was not limited to, the employment records of Plaintiff, sampling of
16 employee time and pay data (such as Earning Statements), Defendants' Employee Handbook,
17 various agreements and acknowledgments (such as Defendants' Acknowledgement of Receipt of
18 Employee Handbook and Arbitration Agreement), and Defendants' operations and employment
19 policies, practices, and procedures (such as, Work Hours, Rest and Meal Breaks, and Overtime
20 and Overtime Pay) among other documents. Counsel for the parties undertook significant
21 investigation, and also invested time reviewing and analyzing relevant documents and data to
22 evaluate Plaintiff's claims, including, and not limited to, calculating the potential monetary
23 recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not
24 limited to: meeting and conferring with Defendants' counsel regarding the pleadings, discovery,
25 mediation, and settlement, among other issues; participating in case strategy and analysis;
26 drafting, reviewing, and revising the mediation brief; and preparing for and attending court
27 proceedings, the mediation, and settlement negotiations.

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14. Counsel for the parties have further invested time to research the applicable law, which is constantly evolving as it relates to representative PAGA actions, off-the-clock theory, wage-and-hour enforcement, and arbitration agreements, Plaintiff's claims, and Defendants' defenses, as well as facts discovered.

15. The "Total Settlement Consideration" means the amount of \$450,000.00 that Defendants will pay under the Settlement. The Settlement Agreement provides that the "PAGA Fund" will be the Total Settlement Consideration, less the following amounts: (1) Plaintiff's Counsel Payment in the amount of up to \$171,000.00 for attorneys' fees and up to \$25,000.00 for reimbursement of litigation costs and expenses to Plaintiff's Counsel; (2) Service Award of \$7,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$15,000.00 to the Settlement Administrator. Assuming that Plaintiff's Counsel Payment, Service Award, and Settlement Administration Costs, are approved by the Court in these amounts, the PAGA Fund is estimated to be approximately \$231,500.00. However, Plaintiff's Counsel only seeks \$13,022.91 for reimbursement of litigation costs and expenses, so the PAGA Fund is currently estimated to be \$243,477.09. The PAGA Fund will be distributed to the LWDA and the PAGA Settlement Members pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the PAGA Fund will be distributed to the LWDA (i.e., LWDA Payment), which is estimated to be \$182,607.82 and twenty-five percent (25%) of the PAGA Fund (i.e., Individual Settlement Payment), which is estimated to be \$60,869.27, will be distributed to the PAGA Settlement Members on a *pro rata* basis, based on their proportionate share of the pay periods worked by PAGA Settlement Members in California during the PAGA Period.

16. The parties have agreed to retain Atticus Administration, LLC ("Atticus" or "Settlement Administrator") to handle the administration of the Settlement, and the parties respectfully request that this Court appoint Atticus to serve as the Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$15,000.00 and will be paid out of the Total Settlement Consideration, subject to approval by the Court.

17. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendants violated the California

1 Labor Code. While Plaintiff's Counsel believes that the PAGA claims have merit and that
2 Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's
3 Counsel also recognize Defendants' defenses, the costs of further litigation, and multiple risks to
4 recovery. For example, although wage-and-hour actions are amenable to resolution as to a group
5 of employees, some courts have also found that, for various reasons, the issues raised by
6 Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant
7 rest periods, and unreimbursed business expenses, raise individualized issues and/or are
8 unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff
9 faced the risk that the Court may determine that the PAGA claims require individualized
10 inquiries that would render adjudication of the PAGA claims unmanageable or at odds with
11 Defendants' right to due process.

12 18. Plaintiff and his counsel have also considered the uncertainty and risk of the
13 outcome of further litigation, including the difficulties and delays inherent in such litigation. In
14 order to prevail on the PAGA claims, Plaintiff would have to prove the underlying violations of
15 the California Labor Code and demonstrate that the PAGA Settlement Members suffered.
16 Plaintiff's core allegation is that Defendants have violated the California Labor Code by failing
17 to pay overtime and minimum wages, failing to provide compliant meal and rest periods and
18 associated premiums, failing to timely pay wages during employment and upon termination of
19 employment, failing to provide complete and accurate wage statements, failing to keep complete
20 and accurate payroll records, and failing to reimburse necessary business-related expenses and
21 costs.

22 19. From the inception of this litigation, Defendants indicated that they would
23 aggressively litigate this case and contended that they would ultimately succeed in the action.
24 Defendants maintained several defenses to Plaintiff's allegations, which, if successfully argued
25 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
26 litigation, Defendants maintained, and continue to maintain, that they did not engage in a
27 uniform policy and systematic scheme of wage abuse against its hourly-paid or non-exempt
28 employees, and that they had, and continue to have, legally-compliant employment policies and

practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code. Defendants further denied, and continue to deny, that the lawsuit is appropriate for representative treatment for any purpose other than the Settlement.

20. Importantly, Defendants also contended that the claims of other PAGA Settlement Members whom Plaintiff seeks to represent are subject to enforceable agreements to arbitrate disputes arising from their employment. Defendants contended that the arbitration agreements could effectively be used to require PAGA Settlement Members to arbitrate their individual claims on which the PAGA claims are predicated, and that the California Supreme Court's decision in *Iskanian v. CLS Transportation* and the U.S. Supreme court's decision in *Epic Systems Corp. v. Lewis* could be read to thwart the ability to obtain victim-specific relief on behalf of a group of employees by way of Court action. Although the parties disagreed on whether or not the arbitration agreements are enforceable and their impact, what was clear was the uncertain state of the law and inconsistent applications of existing law by state and federal courts throughout the California.

21. Even if Defendants failed on their defenses, Plaintiff would inevitably face other challenges in court. For example, Defendants challenged Plaintiff's standing as an aggrieved employee and deny that any of Defendants' other employees whom Plaintiff seeks to represent are aggrieved. Aside from challenges relating to standing, Defendants would have likely sought bifurcation of discovery and/or trial of the PAGA claims — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to Plaintiff. Defendants also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). Defendants denied and continue to deny that they ever violated any provision of the California Labor Code. Assuming, *arguendo*, that any violations occurred, Defendants argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendants also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be

regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

22. The parties had the opportunity to review documents and data regarding Plaintiff's and PAGA Settlement Members' employment with Defendants, including, and not limited to, Plaintiff's employment records and wage statements, as well as information regarding Defendants' operations and employment policies, practices, and procedures, in an effort to determine the potential value and strength of the PAGA claims. Counsel for the parties invested time reviewing and analyzing the relevant documents and data, and this information made it possible to calculate the potential value of the PAGA claims. Accordingly, the parties have conducted sufficient investigation and review of information to be sufficiently apprised of the nature and extent of the claims 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, Anthony F. Pantoni, 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 claims, 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, in arbitration proceedings, and/or appeals.

23. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$171,000.00, which represents thirty-eight percent (38%) of the Total Settlement Consideration, as provided by the Settlement Agreement. This percentage award is commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the action; (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 throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved for the Plaintiff, the State of California, and PAGA Settlement Members; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this

1 matter.

2 24. Plaintiff's Counsel has spent a total of **246.80 hours** to obtain a recovery on
3 behalf of Plaintiff, the State of California, and the PAGA Settlement Members. Attached hereto
4 as "**EXHIBIT 2**" is an Attorney Task and Time Chart that sets forth in detail the breakdown of
5 time for the requisite tasks performed by Plaintiff's Counsel. These hours include work done by
6 myself and several of the firm's other members.

7 25. Although a percentage of the fund based on the contingent fee agreed to by
8 Plaintiff is proper for such a settlement, it should be noted that the requested attorneys' fees
9 award is also justified under a simple lodestar analysis. In this instance, based on the hours
10 worked on this matter, and utilizing a reasonable hourly rate of \$700, the total base lodestar of
11 fees for work performed by Plaintiff's Counsel is \$172,760.00.

12 26. The work performed in this particular case, the background of our firm, as well as
13 the individual backgrounds, training, and experience of the attorneys who worked on this matter,
14 in litigating complex wage-and-hour class and PAGA representative actions, support a
15 reasonable hourly rate of compensation at the rate of at least \$700 for work performed by
16 Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the
17 firm at the rate of at least \$700 per hour for legal services performed, by courts granting final
18 approval in other cases: final approval of the class action settlement in *Thereasa Carrozzella v.*
19 *Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-
20 00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees
21 involved an hourly rate of \$766.05; final approval of the class and representative action
22 settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior
23 Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees
24 involved an hourly rate of \$764.82; final approval of the class and representative action
25 settlement in *Seth Swan v. Pace Supply* (Sonoma County Superior Court Case No. SCV258764) was
26 granted on February 6, 2019, and the award of attorneys' fees involved a higher hourly rate of
27 \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v.*
28 *Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on

November 21, 2018, and the award of attorneys' fees involved a higher 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 a higher 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 a higher hourly rate of \$845.64.

27. The Settlement Agreement provides for reimbursement of litigation costs and expenses in an amount up to \$25,000.00. Plaintiff's Counsel only seeks the amount of \$13,022.91 for the expenses and costs which were incurred, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 3.**" 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. This amount was reasonable and necessary in the prosecution of this matter, and is less than the maximum amount allocated under the Settlement Agreement. The cost savings of \$11,977.09 will be part of the Total Settlement Consideration. Plaintiff's Counsel requests that the Court award reimbursement of litigation costs and expenses in the amount of \$13,022.91. Plaintiff's Counsel litigated this case for over a year, with the very real possibility of an unsuccessful outcome and no fee recovery of any kind.

28. Plaintiff's Counsel respectfully requests that the Court approve a Service Award to Plaintiff in the amount of \$7,500.00 to be paid out of the Total Settlement Consideration. The proposed Service Award is fair and appropriate. By initiating and pursuing this action, 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 gathering and producing relevant documents and information, providing the facts and evidence necessary to attempt to prove the allegations, speaking with other PAGA Settlement Members about the case, and discussing his employment with his counsel. Plaintiff was available whenever his counsel needed him and actively tried to obtain information that would benefit the prosecution of the

1 action. Accordingly, it is appropriate and just for Plaintiff to receive a Service Award, in
2 addition to the Individual Settlement Payment he will receive as a PAGA Settlement Member for
3 his services on behalf of the State of California and other PAGA Settlement Members.

4 29. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
5 statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable,
6 and adequate, and in the best interests of the State of California and other PAGA Settlement
7 Members given the substantial monetary benefits provided for by the Settlement, the strengths
8 and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated
9 with continued litigation.

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

12 Executed this 4th day of August 2021, at Glendale, California.

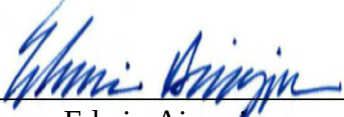
13 
14 _____
15 Edwin Aiwanian

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF PRIVATE ATTORNEYS

GENERAL ACT CLAIMS

Plaintiff Brandon Munoz (“Plaintiff”), individually and in his capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendants Nien Advanced Solutions dba Norman Window Fashions, Norman International San Jose, LLC, and Norman International Inc. (collectively, “Defendants”), hereby enter into this Settlement Agreement and Release of Private Attorneys General Act Claims (“Settlement,” “Settlement Agreement,” or “Agreement”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “Action” shall mean the civil action entitled *Brandon Munoz v. Norman Window Fashions, et al.*, filed in the Superior Court for the County of Los Angeles on or about May 14, 2020, designated as Case No. 20NWCV00279.
2. “Complaint” shall refer to Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. filed on May 14, 2020 in the Action.
3. “Court” shall refer to the Superior Court of the State of California for the County of Los Angeles.
4. “Defendants” shall mean Defendants Nien Advanced Solutions dba Norman Window Fashions, Norman International San Jose, LLC, and Norman International Inc.
5. “Defense Counsel” shall mean Atkinson, Andelson, Loya, Ruud & Romo.
6. “Effective Date” refers to the date upon which both of the following have occurred:
(i) approval of the Settlement is granted by the Superior Court of California for the County of Los Angeles, or other court assuming jurisdiction of this matter, (ii) the Court’s judgment approving the Settlement becomes final, and (iii) the date of the time for filing or noticing any appeal of the judgment has expired. If there is an appeal of the Court’s judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court shall be the date the judgment approving the Settlement is final. If there is an intervenor, but no appeal is filed, the expiration date of the time for filing or noticing any appeal of the

judgment shall be the date the judgment approving the Settlement is final. If there is no intervenor in the action, the date the Court enters an order and judgment approving this Settlement shall be the date the judgment approving the Settlement is final.

7. “LWDA” refers to the California Labor & Workforce Development Agency.

8. “PAGA” refers to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

9. “PAGA Period” shall mean March 6, 2019, through March 30, 2021.

10. “PAGA Settlement Members” shall mean all persons employed by Defendants as an hourly paid or non-exempt employee in California at any time during the PAGA Period. For purposes of this Settlement only, and not otherwise as an admission of any misconduct or wrongdoing by Defendants, Defendants and Plaintiff stipulate that all PAGA Settlement Members are aggrieved employees pursuant to PAGA.

11. “PAGA Fund” shall mean the Total Settlement Consideration, less Plaintiff’s Counsel Payment, Service Award, and the Settlement Administration Costs.

12. “Plaintiff” refers to Brandon Munoz.

13. “Plaintiff’s Counsel” refers to Lawyers for Justice, P.C.

14. “Parties” collectively refers to Plaintiff and Defendants (who are individually referred to as “Party”).

15. “Released Claims” shall mean any and all claims, arising during the PAGA Period, whether they were pled or could have been pled based on the factual allegations in the Complaint under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, for civil penalties 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 discharge, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses, in violation of California Labor Code §§ 201-203, 204, 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

16. “Released Parties” shall mean Defendants, and each and all of their current and former owners, officers, directors, managers, members, employees, agents, representatives, subsidiaries, parents, affiliates, predecessors, successors, joint venturers, co-owners, co-employers, joint employers, payroll providers, attorneys, insurers, and reinsurers.

17. “Settlement Administrator” refers to a qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement. The Parties agree to utilize Atticus Administration, LLC to administer the Settlement, at an estimated cost of Five Thousand Dollars (\$5,000.00) or less.

II. RECITALS

18. On March 6, 2020, Plaintiff’s Counsel sent notice to the LWDA on behalf of Plaintiff, in compliance with California Labor Code § 2699.3, advising it of Plaintiff’s intention seeks civil penalties on behalf of the State of California with respect to Defendants’ employment of PAGA Settlement Members and himself. The LWDA has not indicated that it intends to investigate the alleged violations referenced in the letter.

19. On May 14, 2020, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in Los Angeles County Superior Court, Case No. 20NWCV00279, asserting a single cause of action for civil penalties under PAGA.

20. Counsel for all Parties have thoroughly investigated the facts relating to the allegations in the Complaint and have made a thorough study of the legal principles applicable to the claim and allegations asserted against Defendants. Based on their investigation and evaluation of this case, Plaintiff’s Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendants, potential adverse findings regarding liability, and numerous potential appellate issues.

III. NON-ADMISSION OF LIABILITY

21. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of demonstrating manageability of representative adjudication, difficulty of proof necessary to establish

liability, and uncertainty regarding the extent of penalties to be assessed, as well as the relative benefits to the State of California and PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the State of California and PAGA Settlement Members.

22. Defendants deny any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendants specifically deny that they have engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Total Settlement Consideration

23. Defendants shall pay a total gross amount of Four-Hundred and Fifty Thousand Dollars and Zero Cents (\$450,000.00) (the “Total Settlement Consideration”). The Total Settlement Consideration shall include Plaintiff’s Counsel Payment, Settlement Administration Costs, the Service Award, and the PAGA Fund. Defendants represent that there are approximately 3,209 pay periods from March 6, 2019 through December 30, 2020. In the event that the actual number of pay periods during the PAGA Period exceeds 3,209 pay periods by more than 12.5%, the Total Settlement Consideration shall be increased by the same number of percentage points above 12.5% by which the actual number of pay periods exceed 3,209. For example, if the actual number of pay periods is determined to be 14.5% higher than 3,209, the Total Settlement Consideration shall be increased by 2%.

B. Plaintiff’s Counsel Payment of Attorneys’ Fees and Costs

24. Plaintiff’s Counsel will apply to the Court for an award of attorneys’ fees not to exceed thirty-eight percent (38%), One Hundred Seventy-One Thousand Dollars and Zero Cents (\$171,000.00), of the Total Settlement Consideration, and Plaintiff’s Counsel will also seek reimbursement of reasonable litigation costs and expenses (attorneys’ fees and reasonable litigation costs and expenses are

collectively referred to as “Plaintiff’s Counsel Payment”). Attorneys’ litigation costs and expenses are estimated not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000).

25. Defendants will not oppose or object to Plaintiff’s Counsel’s application for attorneys’ fees, not to exceed thirty-eight percent (38%), One Hundred Seventy-One Thousand Dollars and Zero Cents (\$171,000.00), of the Total Settlement Payment plus all documented and reasonable litigation costs and expenses.

26. Plaintiff’s Counsel Payment shall be paid from the Total Settlement Court, subject to approval by the Court. Funds representing any reductions by the Court of Plaintiff’s Counsel’s request for attorneys’ fees or costs shall be included in the PAGA Fund.

C. Settlement Administration Costs

27. Settlement administration shall be done by a qualified, third-party settlement administrator agreed to by the Parties and approved by the Court (i.e., the Settlement Administrator). The Parties agree that the Settlement Administration Costs shall be paid from the Total Settlement Consideration, in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000) (the “Settlement Administration Costs”), subject to Court approval. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, to calculate and distribute payments under the Settlement, any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents, and any other related fees and costs. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

28. The settlement administration fees and costs shall be paid from the Total Settlement Payment. Any reductions by the Court or any unused amount shall revert to the PAGA Fund.

D. Service Award

29. Subject to approval by the Court, for his services in pursuit of the Action on behalf of the State of California with respect to PAGA Settlement Members and in exchange for his general release

and California Civil Code § 1542 waiver, Plaintiff Brandon Munoz will receive Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500) (“Service Award”) from the Total Settlement Consideration. Defendants will not oppose such application.

E. PAGA Fund

30. After deducting the Plaintiff’s Counsel Payment, Settlement Administration Costs, and the Service Award from the Total Settlement Consideration, the remainder shall be allocated toward civil penalties recoverable under California Labor Code § 2698, *et seq.*, and will be paid to the Labor & Workforce Development Agency and PAGA Settlement Members (the “PAGA Fund”).

31. Seventy-five percent (75%) of the PAGA Fund will be paid to the LWDA and twenty-five percent (25%) of the PAGA Fund will be paid to the PAGA Settlement Members, on a *pro rata* basis based on their proportionate share of the pay periods worked by PAGA Settlement Members in California during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Total Settlement Payment

32. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to § 468B of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and withholdings required under law based on information that will be confidentially furnished by Defendants. There are no payroll deductions to be calculated under this Settlement, since no part of the Settlement will be classified as wages.

33. Funding of the Total Settlement Consideration shall occur as follows: no later than thirty (30) calendar days after the Effective Date, Defendants shall deposit the Total Settlement Consideration into the fund account establish by the Settlement Administrator for administration of the Settlement.

34. The *pro rata* portion of 25% of the PAGA Fund that is paid to each PAGA Settlement Member (“Individual Settlement Payment”) shall be determined based on the following formula:

- (a) The Individual Settlement Payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member in

California during the PAGA Period (“pay periods”). Partial pay periods will be counted as full pay periods.

- (b) Each PAGA Settlement Member’s Individual Settlement Payment will be calculated by multiplying 25% of the PAGA Fund by the fraction that has as its numerator the PAGA Settlement Member’s number of individual pay periods and has as its denominator the total number of pay periods of all PAGA Settlement Members.
- (c) Defendants’ records shall be determinative for purposes of calculating the number of pay periods and any payments to PAGA Settlement Members.

B. Distribution of PAGA Fund

35. Defendants shall provide the Settlement Administrator with a list of the last known full names, last known mailing addresses, and Social Security Numbers of the PAGA Settlement Members (collectively, the “PAGA Settlement Member Information List”), within fifteen (15) calendar days after the Court issues an order approving the Settlement. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator’s duties as specified in this Settlement.

36. Within seven (7) calendar days after the Total Settlement Consideration is fully funded, the Settlement Administrator shall pay to the LWDA seventy-five percent (75%) of the PAGA Fund.

37. Within seven (7) calendar days after the Total Settlement Consideration is fully funded, the Settlement Administrator shall distribute to Individual Settlement Payments to PAGA Settlement Members.

38. Within seven (7) calendar days after the Total Settlement Consideration is fully funded, the Settlement Administrator shall distribute to Plaintiff’s Counsel their Court-approved Plaintiff’s Counsel Payment, either via wire transfer payment or check, as specified by Plaintiff’s Counsel.

39. Within seven (7) calendar days after the Total Settlement Consideration is fully funded,

the Settlement Administrator shall distribute to Plaintiff the Court-approved Service Award.

40. The Settlement Administrator will send the Individual Settlement Payments to PAGA Settlement Members by postmarked First Class U.S. Mail along with the Cover Letter, in substantially the form attached hereto as “**EXHIBIT A.**”

41. To provide the best notice and delivery of Individual Settlement Payments practicable, any Individual Settlement Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Settlement Payment that is returned as non-deliverable within ten (10) calendar days of the original mailing, then, within five (5) calendar days, the Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then re-mail the Individual Settlement Payment along with Cover Letter to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no updated or more current address is located, the Individual Settlement Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within one (1) attempt at re-mailing by the Settlement Administrator, the Individual Settlement Payment for that individual will be deemed undeliverable and cancelled.

42. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Settlement Payments to PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Settlement Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within an attempt at re-mailing.

43. All Individual Settlement Payment checks will remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their mailing by the Settlement Administrator. Thereafter, the checks will be cancelled and any and all remaining funds associated with such cancelled checks will be transmitted to the non-profit organization Humanity First USA. The Parties and their counsel each represent that they do not have any financial interest in, or otherwise have a relationship

with, this non-profit organization that could create a conflict of interest.

44. As soon as practicable, the Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment.

45. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Settlement, each PAGA Settlement Member shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. PAGA Settlement Members shall be instructed that, if they have any questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator and shall not contact Defendants, any of the Released Parties, or Defense Counsel.

C. Settlement Administration Payment

46. Within seven (7) calendar days after the Total Settlement Consideration is fully funded, the Settlement Administrator shall deduct an amount equivalent to the Court-approved Settlement Administration Costs.

VI. CLAIMS RELEASED BY PLAINTIFF AND THE LWDA WITH RESPECT TO THE PAGA SETTLEMENT MEMBERS

A. Claims Released by the LWDA with Respect to All PAGA Settlement Members

47. Upon the date of entry of an order by the Court in this Action approving this Settlement, the LWDA, with respect to all PAGA Settlement Members, including and not limited to Plaintiff, will be deemed to fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the LWDA and also PAGA Settlement Members will be unable to bring a claim under for or recover anything for Released Claims.

B. Claims Released by Plaintiff

Upon the date of entry of an order by the Court in this Action approving this Settlement, Plaintiff will be deemed to fully release and forever discharge the Released Parties from any and all claims, charges, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses, expenses, and costs of any nature whatsoever, contingent or non-contingent, matured or unmatured, liquidated or unliquidated, known or unknown, suspected or unsuspected, filed or unfiled, that Plaintiff may have or have had against Released Parties (whether directly or indirectly), or any of them, arising out of any known or unknown fact, condition or incident occurring prior to the Effective Date. As of the Effective Date, Plaintiff expressly waives and relinquishes all of his rights and benefits, if any, arising under the provisions of California Civil Code § 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 releasing party.

VII. MISCELLANEOUS PROVISIONS

A. Seeking Approval of the Settlement

The Parties recognize that Court approval is required in the event of any settlement of a PAGA action, in accordance with California Labor Code § 2699(1)(2), and that a judgment with respect to PAGA action is binding in resolving the PAGA Action with respect to non-party aggrieved employees and the State of California upon Court approval, pursuant to California Labor Code § 2699(1) and *Arias v. Superior Ct.* (2009) 46 Cal.4th 969. Parties further recognize that a settlement of a PAGA action is not subject to class action procedural rules, and that PAGA Settlement Members do not have the right to opt out of or otherwise exclude themselves from the Settlement, or object to the Settlement, and upon approval of the Settlement by the Court. In order to comply with the requirements of California Labor Code § 2699, promptly upon execution of this Agreement, Plaintiff shall request that the Court approve the Settlement, including and not limited to the amounts allocated for payment of PAGA penalties, attorneys' fees and costs, service award, and settlement administration costs, and apply to the Court for the entry of an order approving the Settlement and all of the requested payments and entering judgment based on the Settlement ("Approval Order and Judgment"). On the same day that Plaintiff applies to the Court for approval of the Settlement, Plaintiff's Counsel shall submit a copy of the Settlement to the LWDA in conformity with California Labor Code § 2699(1)(2).

B. Voiding the Settlement

48. A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiff and Defendants, at the option of Plaintiff or Defendants. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the order denying approval of the Settlement has been received by the Party seeking to void the Settlement.

C. Mutual Full Cooperation

49. Plaintiff and Defendants, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement

the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement.

D. Parties' Authority

50. The signatories hereto represent that they are fully authorized to enter into this Settlement.

E. Binding Nature of the Settlement

51. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, and action, cause of action or rights released in this Settlement.

52. This Settlement may be amended or modified only by a written instrument, to be signed by counsel for the Parties and approved by the Court. No rights under this Settlement may be waived except in writing.

53. This Settlement constitutes the entire agreement between Plaintiff and Defendants relating to the terms contained herein. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a Party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

54. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

F. Joint Drafting of Settlement Documents

55. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

56. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against

any of the Parties.

G. Execution of the Settlement

57. This Settlement may be executed in one or more counterparts and by facsimile, electronic, or other means. All executed copies of this Settlement, including facsimile, electronic, and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

H. No Press Release or Publicity Regarding the Terms of Settlement

58. Plaintiff and Plaintiff's Counsel, as well as Defendants and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not advertise or publicize or refer to the fact or amount of the Settlement, on their websites, social media, any other marketing materials, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendants engaged in any act contrary to California law, or denied payment owed to individuals, whether classified as independent contractors or employees, or otherwise disparage Defendants, or otherwise identify Defendants. Defendants shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary. Nothing in this paragraph shall prohibit Plaintiff and Plaintiff's Counsel from submitting the Settlement to the LWDA to comply with the requirement of PAGA or to limit Plaintiff's Counsel's ability to discuss the terms of the settlement with PAGA Settlement Members.

I. California Law & Continuing Jurisdiction of the Court

59. This Settlement shall be subject to and governed by the laws of the State of California. Pursuant to California Code of Civil Procedure § 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

J. Representations by Plaintiff

60. Plaintiff acknowledges the following:

- (a) Plaintiff has carefully read and fully understands all of the provisions of this Settlement;
- (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this Settlement and has not been coerced, threatened, or intimidated into executing this Settlement;
- (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of this Settlement and consult with his attorney before signing this Settlement.
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Plaintiff acknowledges that all Parties shall bear their own fees and costs through the conclusion of the Action.

K. Representations by Defendants

61. Defendants acknowledge the following:

- (a) Defendants have carefully read and fully understand all of the provisions of this Settlement;
- (b) Defendants knowingly and voluntarily agree to all of the terms set forth in this Settlement and have not been coerced, threatened, or intimidated into executing this Settlement;
- (c) Defendants were advised, and hereby are advised in writing, to consider the terms of this Settlement and consult with their attorney before signing this Settlement.
- (d) Other than the fees and costs awarded pursuant to the terms of this Settlement, Defendants acknowledge that all Parties shall bear their own fees and costs through the conclusion of the Action.

Signatures on the Next Page

AGREED TO BY PLAINTIFF:
DATED: 06/08/2021, 2021

BRANDON MUNOZ

Electronically Signed 2021-06-08 18:14:19 UTC - 172.56.17.83
AssureSign® 0234082-9695-4853-99a4-a041012a2453

AGREED TO BY DEFENDANTS:

DATED: _____, 2021

NIEN ADVANCED SOLUTIONS dba NORMAN
WINDOW FASHIONS

Title

DATED: _____, 2021

NORMAN INTERNATIONAL SAN JOSE LLC

Title

DATED: _____, 2021

NORMAN INTERNATIONAL INC.

Title

AGREED TO BY PLAINTIFF'S COUNSEL:

LAWYERS FOR JUSTICE, P.C.

DATED: June 8, 2021

AGREED TO BY DEFENDANTS' COUNSEL:

ATKINSON, ANDELSON, LOYA, RUUD
& ROMO

DATED: _____, 2021

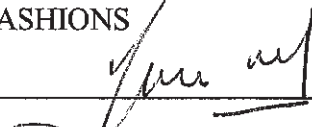
AGREED TO BY PLAINTIFF:
DATED: _____, 2021

BRANDON MUNOZ

AGREED TO BY DEFENDANTS:

DATED: JUNE 10, 2021

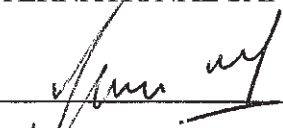
NIEN ADVANCED SOLUTIONS dba NORMAN
WINDOW FASHIONS



President
Title

DATED: JUNE 10, 2021

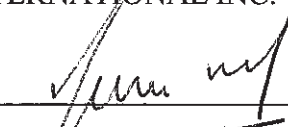
NORMAN INTERNATIONAL SAN JOSE LLC



Manager
Title

DATED: JUNE 10, 2021

NORMAN INTERNATIONAL INC.



President
Title

AGREED TO BY PLAINTIFF'S COUNSEL:

LAWYERS FOR JUSTICE, P.C.

DATED: _____, 2021

AGREED TO BY DEFENDANTS' COUNSEL:

ATKINSON, ANDELSON, LOYA, RUUD
& ROMO

DATED: June 11, 2021



EXHIBIT A

Exhibit A
Cover Letter

<<Mailing Date>>

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

Re: Settlement Payment from *Munoz v. Norman Window Fashions, et al.*, Los Angeles Superior Court Case No. 20NWCV00279

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Payment”). This check is your payment from the settlement in the lawsuit entitled *Munoz v. Norman Window Fashions, et al.*, Los Angeles Superior Court Case No. 20NWCV00279 (“Action”).

The lawsuit was filed by Brandon Munoz (“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 § 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 discharge, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses, in violation of the California Labor Code and Industrial Welfare Commission Wage Orders. Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations. Specifically, Defendants contend that they correctly compensated all employees; provided all employees with proper meal and rest periods or paid required premiums for missed or non-compliant breaks; reimbursed all employees for all business expenses; provided all employees with compliant wage statements; maintained all required records for all employees; and timely paid all employees all wages owing at the time of termination. Defendants have entered into the settlement solely for purposes of resolving this dispute.

A settlement was reached between Plaintiff and Defendants Nien Advanced Solutions dba Norman Window Fashions, Norman International San Jose, LLC, and Norman International Inc. (“Defendants”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to all persons employed by Defendants as an hourly-paid or non-exempt employee in California at any time during the PAGA Period (“PAGA Settlement Members”). The period March 6, 2019, through March 30, 2021 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual Settlement Payment) because you have been identified as a PAGA Settlement Member. Your Individual Settlement Payment is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement, and should consult a tax advisor regarding the tax consequences of such payment.

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 Defendants, and each and all of their current and former owners, officers, directors, managers, members, employees, agents, representatives, subsidiaries, parents, affiliates, predecessors, successors, joint venturers, co-owners, co-employers, joint employers, payroll providers, attorneys, insurers, and reinsurers.

“Released Claims” means any and all claims, arising during the PAGA Period, whether they were pled or could have been pled based on the factual allegations in the Complaint under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, for civil penalties 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 discharge, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses, in violation of California Labor Code §§ 201-203, 204, , 226, 226.3, 226.7, 510, 512, 551, 552, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

Each Individual Settlement Payment is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be cancelled and the funds will be donated to a non-profit organization pursuant to the order of the Court.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants’ Counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].

EXHIBIT 2

MUNOZ V. NORMAN WINDOW FASHIONS, ET AL.
(LOS ANGELES SUPERIOR COURT CASE NO. 20NWCV00279)
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 Brandon Munoz’s (“Plaintiff”) PAGA Claims on Behalf of the State of California with Respect to Plaintiff and the Aggrieved Employees	5.25
Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendants Norman Window Fashions and Norman International San Jose, LLC (“Defendants”) with Respect to Plaintiff and the Aggrieved Employees	6.50
Based on the Facts Discovered During Pre-Lawsuit Investigation, Conducted Pre-Lawsuit Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, Expense Reimbursement, and Representative Private Attorneys General Act (“PAGA”) Decisions in California, Including all New Relevant DLSE Materials	7.50
Investigation of Defendants, Defendants’ Business Relationships, and the Industry in Which Defendants Operate	2.25
Investigation of Defendants’ Organizational and Corporate Structure, and Executive Reporting Structure as It Related to the Employment and Management of the Aggrieved Employees	1.75
Investigation of Defendants’ Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	3

Analysis of Competitors in Various Relevant Geographic Areas within Which Defendants Operate, and Comparing and Contrasting Defendants' Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendants' Competitors	2.75
Research and Investigation Re: Locations Owned, Managed or Operated by Defendants in California, Including Differences Between the Various Locations to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	4
Research and Investigation Re: Staffing Models and Staffing Levels at Defendants' Locations Throughout California	2.50
Research and Investigation Re: Defendants' Written and Unwritten Policies, Practices, and Procedures Relating to Timekeeping, Scheduling, Meal/Rest Breaks, On-Premises Breaks, Meal Period Waivers, Overtime Compensation, Bonuses/Incentive Pay and Other Non-Discretionary Compensation, and Reimbursement of Business-Related Expenses	7.25
Research and Investigation Re: Various Software Programs and Technology Defendants Use to Conduct Everyday Business, Including 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	5
Research and Analysis of Potential Defenses Defendants May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	3.75
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	4.25
Research and Analysis of Defendants' Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	2.50

Meet and Communicate with Plaintiff Brandon Munoz Throughout the Pendency of the Case	42
Meet and Communicate with Aggrieved Employees and Conduct Interviews	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 Allegations Involved (filed on May 14, 2020)	8.75
Review Court's Notice of Case Assignment – Unlimited Civil Case (filed on May 14, 2020)	0.10
Review Court's Notice of Case Management Conference (filed on May 15, 2020)	0.10
Review Defendants' Notice of Lodging Complex Civil Case Questionnaire (served on June 17, 2020)	0.10
Review Court's Minute Order Re: Complex Civil Case Questionnaire (filed on July 14, 2020)	0.10
Draft Plaintiff's Case Management Statement (filed on August 3, 2020)	0.50
Review Defendants' Case Management Statement (served on August 4, 2020)	0.25
Review and Analyze Defendants' Answer to Plaintiff's Complaint, and Research Affirmative Defenses in Answer (served on August 13, 2020)	2.75
Review Defendants' Notice of Appearance of Counsel (served on August 13, 2020)	0.10
Review Court's Minute Order Re: Case Management Conference (filed on August 19, 2020)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Case Management Statement (filed on November 6, 2020)	1.25

Review Court's Minute Order Re: Advancing and Continuing the Case Management Conference and Trial Setting Conference Set for 11/23/20 (filed on November 18, 2020)	0.10
Review and Analyze Defendants' Notice of Continuance of Case Management Conference and Trial Setting Conference (served on November 19, 2020)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Notice of Class Action Settlement and Case Management Statement (filed on February 9, 2021)	0.75
Meet and Confer with Defense Counsel, and Draft Corrected Joint Notice of Settlement and Case Management Statement (filed on February 17, 2021)	0.25
Review Court's Minute Order Re: Advancing and Continuing the Hearing Set for 2/24/2021 (filed on February 23, 2021)	0.10
Review Defendants' Notice of Ruling Re Minute Order (served on March 4, 2021)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Case Management Conference Statement (filed on April 12, 2021)	1
Meet and Confer with Defense Counsel, and Draft Joint Response to Order to Show Cause Regarding Dismissal (Settlement) (filed on April 19, 2021)	1
Review Court's Minute Order Re: Order to Show Cause Re: Dismissal (Settlement) (filed on April 27, 2021)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Stipulation to Continue Hearing Date and Deadline for Plaintiff's Motion for PAGA Approval; and [Proposed] Order Thereon (submitted on June 16, 2021)	1
Review Court's Order Re: Joint Stipulation to Continue Hearing Date and Deadline for Plaintiff's Motion for PAGA Approval; and Order (filed on June 17, 2021)	0.10

Appearances	
Prepare for and Telephonically Attend Case Management Conference (August 19, 2020)	1.10
Prepare for and Telephonically Attend Hearing on Order to Show Case Re: Dismissal (Settlement) and Case Management Conference (April 27, 2021)	0.75
Prepare for and Telephonically Attend Hearing on Order to Show Cause Re: Dismissal (Settlement) and Case Management Conference (August 23, 2021) (Anticipated)	1
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, <i>Et Seq.</i>) Settlement Agreement and Award of Plaintiff's Counsel Payment, Service Award, and Settlement Administration Costs (August 26, 2021) (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Brandon Munoz (served on February 7, 2020)	1
Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Brandon Munoz (served on February 27, 2020)	6.25
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 Norman International San Jose, LLC (served on August 3, 2020)	6.50
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 Norman Window Fashions (served on August 3, 2020)	3.75

Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Norman Window Fashions and Requests for Production of Documents (September 7, 2020) and Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Norman Window Fashions and Requests for Production of Documents (September 8, 2020) (served on August 3, 2020)	4.75
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Norman International San Jose, LLC and Requests for Production of Documents (September 9, 2020) and Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Norman International San Jose, LLC and Requests for Production of Documents (September 10, 2020) (served on August 3, 2020)	3
Review and Analyze Defendant Norman Window Fashions' Objections to Notice of Deposition of the Person Most Knowledgeable of Norman Window Fashions and Request for Production of Documents (September 7, 2020) and Defendant Norman Window Fashions' Objections to Notice of Deposition of the Person Most Knowledgeable of Norman Window Fashions and Request for Production of Documents (September 8, 2020) (served on August 31, 2020)	3.25
Review and Analyze Defendant Norman International San Jose, LLC's Objections to Notice of Deposition of the Person Most Knowledgeable of Norman International San Jose, LLC and Request for Production of Documents (September 9, 2020) and Defendant Norman International San Jose, LLC's Objections to Notice of Deposition of the Person Most Knowledgeable of Norman International San Jose, LLC and Request for Production of Documents (September 10, 2020) (served on August 31, 2020)	2
Draft <i>Belaire-West</i> Administration Notice and Opt-Out Postcard	1

Letters and Correspondence	
Research and Draft PAGA Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Andrew Ramirez for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on March 2, 2020)	3.50
Research and Draft PAGA Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Brandon Munoz for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on March 6, 2020)	3.25
Meet with Defense Counsel, and Draft Correspondence to, and Respond to Correspondence from, Defense Counsel	8
Mediation/Settlement	
Review and Analyze Pre-Mediation Documents Produced by Defendants and Prepare Valuation Models, Including, Inter Alia, Calculating Violation Rate and Civil Penalties (served on December 21, 2020) • Employee Handbooks and Policies • Sampling of Employee Time Records • Sampling of Employee Payroll Records	15.75
Prepare for Mediation Session, Including Researching Merits of PAGA Claim, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief (submitted on December 23, 2020)	13.50
Attend Mediation Session (December 30, 2020; Zoom Conference)	8

Review, Revise, Negotiate, and Finalize Settlement Agreement and Release of Private Attorneys General Act Claims (fully executed on June 11, 2021)	11.25
Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, <i>Et Seq.</i>) Settlement Agreement and Award of Plaintiff's Counsel Payment, Service Award, and Settlement Administration Costs, Declaration of Edwin Aiwazian in Support Thereof, Declaration of Brandon Munoz in Support Thereof, and [Proposed] Order and Judgment (filed on August 4, 2021)	18.75
Total Hours:	246.80

EXHIBIT 3

LAWYERS for JUSTICE PC CASE COST DETAIL
Munoz v. Norman Window Fashions

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
5/14/2020	Legal Document Server, Inc.	Attorney Service	10.00
5/15/2020	Legal Document Server, Inc.	Attorney Service	28.93
5/15/2020	Los Angeles Superior Court	Filing Fee	435.00
5/26/2020	Legal Document Server, Inc.	Attorney Service	220.00
6/12/2020	General Logistics Systems US, Inc.	Courier Service	34.70
6/15/2020	Legal Document Server, Inc.	Attorney Service	13.70
8/3/2020	General Logistics Systems US, Inc.	Attorney Service	11.98
8/4/2020	Legal Document Server, Inc.	Attorney Service	30.40
8/24/2020	Los Angeles Superior Court	Remote Hearing Fee	15.00
11/9/2020	OneLegal	Attorney Service	14.15
12/16/2020	Anthony F. Pantoni, APC	Mediation Fee	3,200.00
1/15/2021	Anthony F. Pantoni, APC	Mediation Fee	843.75
2/9/2021	Legal Document Server, Inc.	Attorney Service	15.20
2/18/2021	Legal Document Server, Inc.	Attorney Service	15.20
2/18/2021	CounselOne, P.C.	Damages Consulting Expert	5,100.00
3/1/2021	Stats Company	Damages Consulting Expert	783.00
4/13/2021	Legal Document Server, Inc.	Attorney Service	15.20
4/19/2021	Legal Document Server, Inc.	Attorney Service	15.20
5/2/2021	Los Angeles Superior Court	Remote Hearing Fee	15.00
	LFJ (In-House)	Photocopies (14,710 @ \$0.15 per page)	2,206.50
Total:			13,022.91