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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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING 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's Counsel (Edwin Aiwazian); and
Declaration of Plaintiff (Brandon Munoz) filed
concurrently herewith]

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

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

1 This matter has come before the Honorable Margaret Olivia Rosales in Department C of the above-
2 entitled Court, located at 12720 Norwalk Boulevard, Norwalk, California 90650, on Plaintiff Brandon
3 Munoz's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*
4 *Seq.*) Settlement Agreement and Award of Plaintiff's Counsel Payment, Service Award, and Settlement
5 Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff
6 and Atkinson, Andelson, Loya, Ruud & Romo appeared for Defendants Norman Window Fashions and
7 Norman International San Jose, LLC ("Defendants").

8 On June 11, 2021, Plaintiff and Defendants (together, the "Parties") executed the Settlement
9 Agreement and Release of Private Attorneys General Act Claims ("Settlement," "Settlement Agreement,"
10 or "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Edwin Aiwazian and Plaintiff Brandon Munoz, and (3) the Settlement
13 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, providing
20 the Labor and Workforce Development Agency ("LWDA") and Defendants with notice of the specific
21 provisions of the California Labor Code alleged to have been violated, including, and not limited to, the
22 facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).
- 23 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
24 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
25 appear in the above-captioned action ("Action").
- 26 5. The aggrieved employees covered under the Settlement consist of the following individuals:
27 All persons employed by Defendants as an hourly paid or non-exempt employee in California at
28 any time during the period from March 6, 2019 through March 30, 2021 ("PAGA Settlement
Members").

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

3 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
4 for payment of penalties under PAGA ("PAGA Fund"), and determines that it is fair, just, reasonable, and
5 adequate. The Court hereby approves the PAGA Fund. The PAGA Fund shall be the Total Settlement
6 Consideration (\$450,000) less the approved Plaintiff's Counsel Payment to Lawyers *for* Justice, PC
7 ("Plaintiff's Counsel"), Service Award to Plaintiff, and Settlement Administration Costs to Atticus
8 Administration, LLC (the "Settlement Administrator"). Seventy-five percent (75%) of the PAGA Fund
9 shall be distributed to the LWDA and twenty-five percent (25%) of the PAGA Fund shall be distributed to
10 the PAGA Settlement Members ("Individual Settlement Payment") in accordance with this Order and
11 Judgment and the Settlement Agreement.

12 8. The Court has considered the settlement, and the monetary allocations provided thereby, and
13 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement
14 Administrator to administer the settlement and to make the payments as provided for by, and consistent
15 with, this Order and Judgment and the Settlement Agreement.

16 9. The Court approves the payment of \$171,000 to Lawyers *for* Justice, PC for attorneys' fees.
17 This amount shall be paid from the Total Settlement Consideration and shall be disbursed in accordance
18 with this Order and Judgment and the Settlement Agreement.

19 10. The Court approves the payment of \$13,022.91 to Lawyers *for* Justice, PC for reimbursement
20 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
21 Consideration and shall be disbursed in accordance with this Order and Judgment and the Settlement
22 Agreement.

23 11. The Court approves payment in the amount of \$7,500 to Plaintiff Brandon Munoz for his
24 Service Award. This amount shall be paid from the Total Settlement Consideration and shall be disbursed
25 in accordance with this Order and Judgment and the Settlement Agreement.

26 12. The Court approves payment in an amount not to exceed \$15,000 to Atticus Administration,
27 LLC for the Settlement Administration Costs. This amount shall be paid from the Total Settlement
28

1 Consideration and shall be disbursed in accordance with this Order and Judgment and the Settlement
2 Agreement.

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

5 14. The Court further finds that notice of the settlement need not be provided to the PAGA
6 Settlement Members; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and
7 the Settlement Administrator shall distribute the Cover Letter to PAGA Settlement Members at the same
8 time that it distributes Individual Settlement Payments to PAGA Settlement Members.

9 15. Within thirty (30) calendar days after the Effective Date, Defendants shall deposit the Total
10 Settlement Consideration into the fund account established by the Settlement Administrator for
11 administration of the Settlement.

12 16. Within fifteen (15) calendar days after the Court issues this Order and Judgment, Defendants
13 shall provide the Settlement Administrator with the PAGA Settlement Member Information List, in
14 accordance with this Order and Judgment and the Settlement Agreement. The Settlement Administrator
15 shall distribute the Individual Settlement Payment checks to PAGA Settlement Members, payment of
16 seventy-five percent (75%) of the PAGA Fund to the LWDA, Service Award to Plaintiff, and Plaintiff’s
17 Counsel Payment to Plaintiff’s Counsel, and payment to itself for the Settlement Administration Costs, as
18 provided for by this Order and Judgment and the Settlement Agreement, within seven (7) calendar days after
19 the Total Settlement Consideration is fully funded.

20 17. All Individual Settlement Payment checks that are issued to PAGA Settlement Members shall
21 be valid and negotiable for one hundred and eighty (180) calendar days after the checks are initially mailed
22 to the PAGA Settlement Members, and thereafter, shall be cancelled. Any funds associated with such
23 cancelled checks shall be transmitted to Humanity First USA.

24 18. PAGA Settlement Members shall not have the right to opt out of or object to the Settlement.
25 By way of and upon the entry of this Order and Judgment, Plaintiff and each PAGA Settlement Member is
26 deemed to fully release and forever discharge Released Parties from the Released Claims.

27 19. “Released Parties” means Defendants Nien Advanced Solutions dba Norman Window
28 Fashions, Norman International San Jose, LLC, and Norman International Inc., and each and all of their

1 current and former owners, officers, directors, managers, members, employees, agents, representatives,
2 subsidiaries, parents, affiliates, predecessors, successors, joint venturers, co-owners, co-employers, joint
3 employers, payroll providers, attorneys, insurers, and reinsurers.

4 20. “Released Claims” means
5 any and all claims, arising during the PAGA Period, whether they were pled or could have been pled based
6 on the factual allegations in the Complaint under the Private Attorneys General Act, California Labor Code
7 § 2698, *et seq.*, for civil penalties for failure to properly pay minimum and overtime wages, failure to provide
8 compliant meal and rest periods and associated premiums, failure to pay wages during employment and
9 upon discharge, failure to provide compliant wage statements, failure to maintain requisite payroll records,
10 and failure to reimburse business expenses, in violation of California Labor Code §§ 201-203, 204, 226,
11 226.3 226.7, 510, 512, 551, 552, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802, and the
12 applicable Industrial Welfare Commission Wage Orders.

13 21. No individualized notice of this Order and Judgment is required to be provided to the PAGA
14 Settlement Members. This Order and Judgment shall be submitted to the LWDA through the online system
15 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).
16

17 Date: _____

Honorable Olivia Rosales
Judge of the Los Angeles Superior Court

EXHIBIT 1

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].