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

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

Plaintiff,

vs.

JARROW INDUSTRIES, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 20NWCV00662

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
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release
Payment, and Settlement Administration Costs;
Declaration of Plaintiff's Counsel (Edwin
Aiwarzian); and Declaration of Plaintiff (Eliseo
Navarrete) filed concurrently herewith]

Reservation ID: 335375409357
Date: January 19, 2022
Time: 1:30 p.m.
Department: C

Complaint Filed: November 19, 2020
Trial Date: None Set

1 This matter has come before the Honorable Olivia Rosales in Department C of the Superior Court of
2 the State of California, for the County of Los Angeles, Norwalk Courthouse, on January 19, 2022 at 1:30
3 p.m., on Plaintiff Eliseo Navarrete’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act
4 (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General
5 Release Payment, and Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers
6 for Justice, PC appeared for Plaintiff and InHouse Co. appeared for Defendant Jarrow Industries, LLC
7 formerly Jarrow Industries, Inc. (“Defendant”).

8 On November 23, 2021, Plaintiff and Defendant (together, the “Parties”) executed the Private
9 Attorney General Act Settlement and Release Agreement (“Settlement,” “Settlement Agreement,” or
10 “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Edwin Aiwazian and Plaintiff Eliseo Navarrete, 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 California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).
- 24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action (“Action”).

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1 5. The aggrieved employees covered under the Settlement consist of the following individuals:
2 Former and current employees of Defendant who worked in California as hourly-paid or non-
3 exempt employees at any time during the period between September 15, 2019 and April 14, 2021
4 ("Aggrieved Employees").

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

7 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA ("Net Settlement Sum"), and determines that it is fair, just, reasonable,
9 and adequate. The Court hereby approves the Net Settlement Sum. The Net Settlement Sum shall be the
10 Settlement Sum (\$875,000.00) less the approved Attorneys' Fees and Costs to Lawyers *for* Justice, PC
11 ("Plaintiff's Counsel"), General Release Payment to Plaintiff, and Settlement Administration Costs to
12 Simpluris, Inc. (the "Settlement Administrator"). Seventy-five percent (75%) of the Net Settlement Sum
13 shall be distributed to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement
14 Sum shall be distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order
15 and Judgment and the Settlement Agreement.

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

20 9. The Court approves the payment of \$350,000.00 to Lawyers *for* Justice, PC for attorneys'
21 fees. This amount shall be paid from the Settlement Sum and shall be disbursed in accordance with this
22 Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$13,631.97 to Lawyers *for* Justice, PC for reimbursement
24 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Settlement Sum
25 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

26 11. The Court approves payment in the amount of \$8,500.00 to Plaintiff Eliseo Navarrete for his
27 General Release Payment. This amount shall be paid from the Settlement Sum and shall be disbursed in
28 accordance with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment up to the amount of \$6,000.00 to Simpluris, Inc. for the
2 Settlement Administration Costs. This amount shall be paid from the Settlement Sum and shall be disbursed
3 in accordance with this Order and Judgment and the Settlement Agreement.

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

6 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
7 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the
8 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
9 it distributes their share of the Employees’ Portion (“Individual Settlement Share”).

10 15. Within fourteen (14) calendar days of the Court’s order granting approval of the Settlement,
11 Defendant shall transmit the Settlement Sum into a qualified settlement account established by the
12 Settlement Administrator for administration of the Settlement.

13 16. No later than seven (7) calendar days after the Court’s order granting approval of the
14 Settlement, Defendant shall provide the Settlement Administrator with the Aggrieved Employees List, in
15 accordance with this Order and Judgment and the Settlement Agreement. The Settlement Administrator
16 shall distribute the Individual Settlement Share checks to Aggrieved Employees, payment of seventy-five
17 percent (75%) of the Net Settlement Sum to the LWDA, General Release Payment to Plaintiff, Attorneys’
18 Fees and Costs to Plaintiff’s Counsel, and payment to itself for the Settlement Administration Costs, as
19 provided for by this Order and Judgment and the Settlement Agreement, no later than fourteen (14) calendar
20 days after the Settlement Administrator’s receipt of the Settlement Sum and Aggrieved Employees List.

21 17. All Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
22 for ninety (90) calendar days after the checks are initially mailed to the Aggrieved Employees, and thereafter,
23 shall be cancelled. Any funds associated with such cancelled checks shall be transmitted to the State
24 Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employees(s) at issue and
25 in the amount of his or her respective Individual Settlement Share(s).

26 18. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. By
27 way of and upon the entry of this Order and Judgment and full funding of the Settlement Sum, Plaintiff and
28 each Aggrieved Employee is deemed to fully release and discharge Releasees from the Released Claims.

1 19. “Releasees” means Defendant, their affiliated companies, divisions, parents, members,
2 insurers, subsidiaries, related companies and business concerns, past and present, and each of them, as well as
3 each of their partners, trustees, directors, officers, agents, attorneys, servants and employees, past and present
4 and each of them.

5 20. “Released Claims” means any and all claims, arising during the period from September 15,
6 2019 through the Court’s approval of the Settlement, for civil penalties under PAGA based on the factual
7 allegations in the Complaint and the LWDA Notice, including but not limited to, for violations of Labor Code
8 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800,
9 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, and 7-2001,
10 arising from the alleged failure to pay minimum and overtime wages, failure to provide compliant meal
11 periods and associated premiums, failure to provide complaint rest periods and associated premiums, failure
12 to timely pay wages during employment and upon termination, failure to maintain requisite payroll records,
13 and failure to reimburse for business expenses.

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

17
18 Date: _____

Honorable Olivia Rosales
Judge of the Los Angeles Superior Court

EXHIBIT 1

<<Mailing Date>>

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

Re: Settlement Payment from *Navarrete v. Jarrow Industries, Inc.*, Los Angeles Superior Court Case No. 20NWCV00662

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

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Eliseo Navarrete v. Jarrow Industries, Inc.*, Los Angeles Superior Court Case No. 20NWCV00662 ("Action").

The lawsuit was filed by Eliseo Navarrete ("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 termination, 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. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendant Jarrow Industries, LLC, formerly Jarrow Industries, Inc. ("Defendant").

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 former and current employees of Defendant who worked in California as an hourly-paid or non-exempt employees at any time during the period between September 15, 2019 and April 14, 2021 ("Aggrieved Employees"). The period September 15, 2019 through April 14, 2021 is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share 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 Releasees were fully released and forever discharged from any and all Released Claims.

"Releasees" means Defendant, their affiliated companies, divisions, parents, members, insurers, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their partners, trustees, directors, officers, agents, attorneys, servants and employees, past and present and each of them.

"Released Claims" means any and all claims, arising during the period from September 15, 2019 through the Court's approval of the Settlement Agreement, for civil penalties under PAGA based on the factual allegations in the Complaint and the LWDA Notice, including but not limited to, for violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, and 7-2001, arising from the alleged failure to pay minimum and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment and upon termination, failure to maintain requisite payroll records, failure to reimburse for business expenses.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendant's 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].