

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF 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.: 20NWCV0062

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 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
(Eliseo Navarrete); and [Proposed] Order and
Judgment 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

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 Eliseo Navarrete (“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.

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1 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
2 hour class action against a national retailer of household items involving allegations of
3 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
4 granted final approval of the class action settlement. The Los Angeles County Superior Court
5 Case Number is BC413498.

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

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

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

21 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
22 hour class and PAGA representative action against a national wholesale distributor of plumbing
23 and builder supplies, involving allegations of misclassification of multiple salaried “manager”
24 positions. On May 22, 2014, the court granted final approval of the class and PAGA
25 representative action settlement. The Sacramento County Superior Court Case Number is 34-
26 2012-00136285.

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1 g) Our firm, in association with co-counsel, represented the plaintiff in a wage-and-
2 hour class action involving allegations of misclassification of the “Operations Manager”
3 position. On September 16, 2014, the court granted plaintiff’s motion for class certification.
4 The Los Angeles County Superior Court Case Number is BC478769.

5 h) Our firm, in association with co-counsel, represented the plaintiff in a wage-and-
6 hour class and PAGA representative action against a national retailer of household items, on
7 behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final
8 approval of the class and PAGA representative action settlement. The San Francisco County
9 Superior Court Case Number is CGC-13-532344.

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

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

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

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

1 m) Our firm represented the plaintiff in a PAGA representative action, against a real
2 estate and property management company, on behalf of non-exempt employees. On November
3 4, 2016, the court granted approval of the settlement. The Orange County Superior Court Case
4 Number is 30-2015-00775439-CU-OE-CXC.

5 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
6 hour class and PAGA representative action against a full-service bank, on behalf of non-exempt
7 employees. On November 18, 2016, the court granted final approval of the class and PAGA
8 representative action settlement. The San Francisco County Superior Court Case Number is
9 CJC-13-004839.

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

14 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to, a
16 motion to compel arbitration, which resulted in a published opinion by the California Court of
17 Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th
18 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme Court Docket
19 No. 17-254).

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

25 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
26 hour class and PAGA representative action against a manufacturer of food service industry
27 supplies, on behalf of non-exempt employees. On April 14, 2017, the court granted final
28 approval of the class and PAGA representative action settlement. The Orange County Superior

1 Court Case Number is 30-2015-00810013-CU-OE-CXC.

2 s) Our firm represented the plaintiff in a wage-and-hour class and representative
3 action against a property management company, on behalf of non-exempt employees. On June
4 14, 2017, the court granted final approval of the class and representative action settlement. The
5 Los Angeles County Superior Court Case Number is BC586234.

6 t) Our firm represented the plaintiff in a wage-and-hour class and PAGA
7 representative action against a food company, on behalf of non-exempt employees. On June 30,
8 2017, the court granted final approval of the class and PAGA representative action settlement.
9 The Sacramento County Superior Court Case Number is 34-2015-00175871.

10 u) Our firm represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a chocolate company, on behalf of non-exempt employees. On July
12 19, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The Alameda County Superior Court Case Number is RG15764300.

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

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

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

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

z) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

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

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

cc) Our firm, in association with other counsel, 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 the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law and finding, in part, that employer arbitration agreements are unenforceable where they block a PAGA claim from proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

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

Proceeding Number is JCCP 4921.

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

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

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

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

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

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8. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorney General Act Settlement and Release Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Eliseo Navarrete, for himself and on behalf of the State of California and other aggrieved employees pursuant to the PAGA, and Defendant Jarrow Industries, LLC formerly Jarrow Industries, Inc. (“Defendant”). The parties have also drafted and agreed to the form and content of the proposed Cover Letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as “EXHIBIT 1” to the [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. Plaintiff’s Counsel also respectfully requests that the Court approve the proposed Cover Letter.

9. The Aggrieved Employees covered by the Settlement consist of the following individuals: former and current employees of Defendant who worked in California as hourly-paid or non-exempt employees at any time during the period between September 15, 2019 and April 14, 2021 (“Aggrieved Employees”). Defendant has represented that, as of November 2021, there are approximately two hundred twenty-one (221) Aggrieved Employees.

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

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

12. After engaging in extensive informal discovery, the parties participated in settlement negotiations to try to resolve the lawsuit. These efforts included participating in a full-day mediation on April 14, 2021, conducted by Paul Grossman, Esq. a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the parties reached the Settlement described herein. During mediation, the parties discussed all aspects of the case, including the risks and delays of further litigation, the risks to the parties of proceeding with trial, possible arbitration proceedings, the law relating to representative PAGA actions, off-the-clock theory, wage-and-hour enforcement, and arbitration agreements, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

13. Both sides used the pre-mediation time period to investigate the veracity, strength, and scope of the PAGA claims. The documents and data that were reviewed and analyzed by Plaintiff's Counsel included, and was not limited to, the employment records of Plaintiff, sampling of employee time and pay data, Defendant's Employee Handbook, new hire checklists, various agreements and acknowledgments (such as, Defendant's Employee Acknowledgment and Agreement, Employment-At-Will and Arbitration Agreement, and Confidentiality and Proprietary Rights Agreement), forms (such as, Defendant's Meal Break Waiver, Wage Adjustment Form, and Missed Punch Slip), and Defendant's operations, practices, policies (such as, Defendant's Attendance Policy, Attendance Awards Policy for Nonexempt Employees, and Attendance Point System for Nonexempt Employees) and procedures, among other documents.

Counsel for the parties undertook significant investigation, and also invested time reviewing and analyzing relevant documents and data to evaluate Plaintiff's claims, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the mediation and settlement, among other issues; participating in case strategy and analysis; drafting, reviewing, and revising the mediation brief; and preparing for the mediation and settlement negotiations. 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 Defendant's defenses, as well as facts discovered.

14. The "Settlement Sum" means the amount of \$875,000.00 that Defendant will pay under the Settlement. The Settlement Agreement provides that the "Net Settlement Sum" will be the Settlement Sum less the following amounts: (1) Attorneys' Fees and Costs in the amount of \$350,000.00 for attorneys' fees and up to \$16,000.00 for reimbursement of litigation costs and expenses to Plaintiff's Counsel; (2) General Release Payment of \$8,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$6,000.00 to the Settlement Administrator. Assuming that the Attorneys' Fees and Costs, General Release Payment, and Settlement Administration Costs, are approved by the Court in these amounts, the Net Settlement Sum is estimated to be approximately \$494,500.00. However, Plaintiff's Counsel only seeks \$13,631.97 for reimbursement of litigation costs and expenses, so the Net Settlement Sum is currently estimated to be \$496,868.03. The Net Settlement Sum will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Sum will be distributed to the LWDA, which is estimated to be \$372,651.02 ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement Sum, which is estimated to be \$124,217.01 ("Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on their proportionate share of the pay periods worked by Aggrieved Employees during the PAGA Period. The parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement Administrator") to handle the administration of the Settlement,

1 and the parties respectfully request that this Court appoint Simpluris to serve as the Settlement
2 Administrator. The Settlement Administration Costs are estimated not to exceed \$6,000.00 and
3 will be paid out of the Settlement Sum, subject to approval by the Court.

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

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

26 17. From the inception of this litigation, Defendant indicated that it would
27 aggressively litigate this case and contended that it would ultimately succeed in the action.
28 Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued

1 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
2 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
3 policy and systematic scheme of wage abuse against its hourly-paid or non-exempt employees,
4 and that they had, and continue to have, legally-compliant employment policies and practices
5 throughout the time period at issue. Defendant denies that it ever violated any provision of the
6 California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is
7 appropriate for representative treatment for any purpose other than the Settlement.

8 18. Even if Defendant failed on its defenses, Plaintiff would inevitably face other
9 challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved
10 employee and denied that any of Defendant's other employees whom Plaintiff seeks to represent
11 are aggrieved. Aside from challenges relating to standing, Defendant would have likely sought
12 bifurcation of discovery and/or trial of the PAGA claims — multiple courts have taken such an
13 approach, for example, limiting discovery or trial of the issues to Plaintiff. Defendant also
14 contended that an important feature of the PAGA statute is that a court has discretion to reduce
15 the penalties to be assessed against the employer pursuant to California Labor Code section
16 2699(e)(1)-(2). Defendant denied and continues to deny that it ever violated any provision of the
17 California Labor Code. Assuming, *arguendo*, that any violations occurred, Defendant argued the
18 violations would not be viewed as subsequent violations giving rise to heightened penalties.
19 Defendant also argued that the Court was unlikely to assess cumulative penalties for the
20 maximum number of possible, separate California Labor Code violations, because it would be
21 unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be
22 regulated by multiple provisions of the California Labor Code that are interrelated and work in
23 tandem.

24 19. The parties had the opportunity to review documents and data regarding
25 Plaintiff's and Aggrieved Employees' employment with Defendant, including, and not limited to,
26 Plaintiff's employment records and wage statements, as well as information regarding
27 Defendant's operations and employment policies, practices, and procedures, in an effort to
28 determine the potential value and strength of the PAGA claims. Counsel for the parties invested

1 time reviewing and analyzing the relevant documents and data, and this information made it
2 possible to calculate the potential value of the PAGA claims. Accordingly, the parties have
3 conducted sufficient investigation and review of information to be sufficiently apprised of the
4 nature and extent of the claims asserted in this lawsuit, and to enable both sides to fully evaluate
5 the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered
6 the settlement negotiations and the recommendations of the mediator, Paul Grossman, Esq., who
7 is highly experienced in mediating complex labor and employment matters. The parties have
8 agreed that this case is well-suited for settlement given the legal issues relating to the PAGA
9 claims, as well as the costs and risks to both sides that would attend further litigation. The
10 Settlement takes into account the strengths and weaknesses of each side's position and the
11 uncertainty of how the case might have concluded as litigation continued, at trial, in arbitration
12 proceedings, and/or appeals.

13 20. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks
14 attorneys' fees in the amount of \$350,000.00, which represents forty percent (40%) of the
15 Settlement Sum, as provided by the Settlement Agreement. This percentage award is
16 commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the action; (2) the
17 time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and
18 determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has
19 achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has
20 achieved for the Plaintiff, the State of California, and Aggrieved Employees; and (6) the other
21 cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this
22 matter.

23 21. Plaintiff's Counsel has spent a total of **374.40 hours** to obtain a recovery on
24 behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as
25 "**EXHIBIT 2**" is an Attorney Task and Time Chart that sets forth in detail the breakdown of
26 time for the requisite tasks performed by Plaintiff's Counsel. These hours include work done by
27 myself and several of the firm's other members.

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22. Although a percentage of the fund based on the contingent fee agreed to by Plaintiff is proper for such a settlement, it should be noted that the requested attorneys' fees award is also justified under a simple lodestar analysis. In this instance, based on the hours worked on this matter, and utilizing a reasonable hourly rate of \$750, the total base lodestar of fees for work performed by Plaintiff's Counsel is \$280,800.00, and applying a modest multiplier of 1.25, the total enhanced lodestar fees are **\$351,000.00**.

23. The work performed in this particular case, the background of our firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable hourly rate of compensation at the rate of at least \$750 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$750 per hour for legal services performed, by courts granting final approval in other cases: final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved a higher hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. 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*

1 *Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was
2 granted on June 30, 2017, and the award of attorneys' fees involved a higher hourly rate of
3 \$845.64.

4 24. The Settlement Agreement provides for reimbursement of litigation costs and
5 expenses in an amount up to \$16,000.00. Plaintiff's Counsel only seeks the amount of
6 \$13,631.97 for the expenses and costs which were incurred, as reflected in the Case Cost Detail
7 attached hereto as "**EXHIBIT 3.**" It should be noted that Plaintiff's Counsel has borne all of the
8 risks and costs of litigation to date and will not receive any compensation until a recovery is
9 obtained. This amount was reasonable and necessary in the prosecution of this matter, and is less
10 than the maximum amount allocated under the Settlement Agreement. The cost savings of
11 \$2,368.03 will be part of the Net Settlement Sum, which will be distributed to the LWDA and
12 Aggrieved Employees. Plaintiff's Counsel requests that the Court award reimbursement of
13 litigation costs and expenses in the amount of \$13,631.97. Plaintiff's Counsel litigated this case
14 for over a year, with the very real possibility of an unsuccessful outcome and no fee recovery of
15 any kind.

16 25. Plaintiff's Counsel respectfully requests that the Court approve a General Release
17 Payment to Plaintiff in the amount of \$8,500.00 to be paid out of the Settlement Sum. The
18 proposed General Release Payment is fair and appropriate. By initiating and pursuing this
19 matter, Plaintiff stepped into the shoes of the State of California and undertook the
20 responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount
21 of time and effort gathering and producing relevant documents and information, providing the
22 facts and evidence necessary to attempt to prove the allegations, speaking with other Aggrieved
23 Employees about the case, and discussing his employment with his counsel. Plaintiff was
24 available whenever his counsel needed him and actively tried to obtain information that would
25 benefit the prosecution of the action. Accordingly, it is appropriate and just for Plaintiff to
26 receive a General Release Payment, in addition to the Individual Settlement Share he will receive
27 as an Aggrieved Employee, for his services on behalf of the State of California and other
28 Aggrieved Employees.

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


Edwin Aiwanian

EXHIBIT 1

PRIVATE ATTORNEY GENERAL ACT SETTLEMENT AND RELEASE AGREEMENT

This Private Attorney General Act Settlement and Release Agreement ("Agreement", "Settlement", or "Settlement Agreement") is entered into by and between Eliseo Navarrete ("Plaintiff"), for himself and as a representative of the State of California and Aggrieved Employees (as defined in Section II-E), and Jarrow Industries, LLC ("Defendant"), subject to approval by the Court. Plaintiff and Defendant collectively are referred to herein as the "Parties" and individually as a "Party".

I. RECITALS.

WHEREAS, Plaintiff is a former employee of Defendant and was employed by Defendant from approximately August 2019 to approximately June 2020;

WHEREAS, on September 15, 2020, Lawyers for Justice, PC ("Plaintiff's Counsel") submitted a letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff, to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged 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 ("LWDA Notice");

WHEREAS, on November 19, 2020, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (the "Complaint") against Defendant, entitled *Eliseo Navarrete v. Jarrow Industries, Inc.* in the Los Angeles Superior Court ("Court") (Case No. 20NWCV00662) (the "Action") alleging a claim to collect civil penalties for several alleged wage/hour violations by Defendant under PAGA;

WHEREAS, Plaintiff sued Defendant as Jarrow Industries, Inc., a California corporation;

WHEREAS, during the pendency of the Action, Jarrow Industries, Inc. converted to Jarrow Industries, LLC;

WHEREAS, on April 14, 2021, the Parties mediated the Action during a full-day mediation with Paul Grossman, Esq. and accepted the mediator's proposal (the "Proposal") for settling all of the claims alleged in the Complaint;

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Private Attorney General Act Settlement and Release Agreement

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby mutually agree as follows.

II. CONSIDERATION

In consideration of Plaintiff's promises made and memorialized herein, Defendant shall pay the total sum of eight hundred seventy-five thousand dollars and no cents (\$875,000.00) (the "Settlement Sum") to resolve the Action and Released Claims in the manner prescribed in the following subsections.

A. Attorneys' fees of up to the amount of three hundred fifty thousand dollars and no cents (\$350,000.00) (i.e., 40% of the Settlement Sum) and reimbursement of litigation costs and expenses up to the amount of sixteen thousand dollars and no cents (\$16,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest.

B. A general release payment of up to the amount of eight thousand five hundred dollars and no cents (\$8,500.00) ("General Release Payment") to Plaintiff, which Defendant will not contest.

C. Costs and expenses of administration of the Settlement up to the amount of six thousand dollars and no cents (\$6,000.00) ("Settlement Administration Costs") to Simpluris, Inc. (the "Settlement Administrator"). 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.

D. The amounts stated in subsections A-C above, once approved by the Court, shall be paid from the Settlement Sum. The balance remaining after these deductions is referred to as the "Net Settlement Sum". Any reductions by the Court for the amounts stated in subsections A-C above shall be included in the Net Settlement Sum.

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Private Attorney General Act Settlement and Release Agreement

E. Seventy-five percent (75%) of the Net Settlement Sum shall be distributed to the LWDA ("LWDA Payment"), and the remaining twenty-five percent (25%) shall be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as former and current employees of Defendant who worked in California as hourly-paid or non-exempt employees at any time during the period between September 15, 2019 and April 14, 2021 (the "Aggrieved Employees"). The period September 15, 2019 through April 14, 2021 is the "PAGA Period". The 25% portion of the Net Settlement Sum payable to Aggrieved Employees is referred to as the "Employees' Portion". The Aggrieved Employees are estimated to consist of approximately two hundred twenty-one (221) individuals who worked approximately 6,728 pay periods during the PAGA Period. In the event that the actual number of pay periods during the PAGA Period exceeds 6,728 pay periods by more than ten percent (10%) (i.e., if the pay periods exceed 7,401), the Settlement Sum shall be increased pro rata to the extent the pay periods exceed 7,401.

F. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys' Fees and Costs, General Release Payment, and the Net Settlement Sum to be paid to the LWDA and Aggrieved Employees as described in Section IIA-E above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

III. PAYMENT OF SETTLEMENT SUM / NOTICE TO AGGRIEVED EMPLOYEES

A. Subject to Court approval of this Settlement Agreement, payment of the sums described in Section IIA-E above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

B. Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Sum (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the Settlement Administrator shall: for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share. One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties

Private Attorney General Act Settlement and Release Agreement

and no deductions will be undertaken by the Settlement Administrator for any local, state or federal taxes or withholdings.

C. The Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; and (v) Compensable Pay Periods.

(2) The Settlement Administrator shall conduct one (1) skip trace using social security numbers to attempt to confirm and identify mailing addresses for all individuals identified on the Aggrieved Employee List.

(3) No later than fourteen (14) calendar days after the Settlement Administrator's receipt of the Settlement Sum and Aggrieved Employee List, the Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days after the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using an address refresher database and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with cancelled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their respective Individual Settlement Share(s).

D. Also, no later than fourteen (14) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Settlement Sum, the Settlement Administrator shall transmit the LWDA Payment to the LWDA, Attorneys' Fees and Costs to Plaintiff's Counsel, General Release Payment to Plaintiff, and Settlement Administration Costs to itself.

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Private Attorney General Act Settlement and Release Agreement

E. Plaintiff and Plaintiff's Counsel agree that payment of the General Release Payment set forth in this Agreement, including the manner in which the payment is tendered, is fully acceptable. Plaintiff further acknowledges that the General Release Payment constitutes an accord and satisfaction and a full and complete settlement of his claims. Plaintiff agrees that he will not seek any further compensation for any other claimed damage, costs or attorneys' fees in connection with the Released Claims.

F. Plaintiff represents and warrants that neither Defendant nor its attorneys nor anyone affiliated with Defendant has made any representations regarding the taxability of the Settlement Sum and that Plaintiff has not relied upon any such representation in entering into this Agreement. Plaintiff agrees to pay federal or state taxes which may be owed by him, if any, as a result of his Individual Settlement Share and General Release Payment. Defendant will report for tax purposes as required by law. Plaintiff shall hold Defendant harmless from and indemnify it from any loss, claim or demand by any taxing authority or other entity for his share of any taxes, penalties or interest owed by Plaintiff pursuant to this Agreement, including without limitation all costs and attorneys' fees that may be incurred by reason of any such loss, claim or demand.

G. The Parties intend for the Agreement to comply with all terms of the Proposal. If any conflict arises between the Agreement and any provision of the Proposal, the provision in the Agreement controls. Any disputes regarding the Proposal or the Agreement shall be referred to mediator Paul Grossman for resolution.

IV. SEEKING APPROVAL OF THE SETTLEMENT.

A. 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(l)(2), and that a judgment with respect to PAGA action is binding in resolving the PAGA action with respect to the State of California and employment of non-party aggrieved employees, upon Court approval, pursuant to California Labor Code § 2699(l) 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 Aggrieved Employees do not have the right to opt out of or otherwise exclude themselves from the Settlement, or object to the Settlement. 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, General Release Payment, 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(l)(2).

Private Attorney General Act Settlement and Release Agreement

B. As a material inducement for each Party to enter into this Agreement, simultaneous with the execution and delivery of this Agreement, Plaintiff and Plaintiff's Counsel agree to take all actions necessary to secure the entry of the Approval Order and Judgment. If the Court fails or refuses to enter the above-described Approval Order and Judgment, Plaintiff and Plaintiff's Counsel shall cooperate fully, completely and promptly sign such documents, stipulations or requests as the Court deems necessary or appropriate to secure the total and complete resolution of the Action so that the case may be closed. If entry of the Approval Order and Judgment does not suffice is obtaining closure of the case, then, Plaintiff's Counsel will file a request for dismissal seeking dismissal of the Action with prejudice.

V. RELEASES.

A. **PAGA Release.** Upon entry of the Approval Order and Judgment and full funding of the Settlement Sum, with the exception of the covenants and obligations of the Parties as set forth in this Agreement, Plaintiff for himself and his successors, heirs and assigns, and on behalf of the State of California with respect to the employment of Aggrieved Employees, hereby release and discharge 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 (collectively referred to as "Releasees") from any and all claims, arising during the period from September 15, 2019 through the Court's approval of this 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 complaint 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, and failure to reimburse for business expenses (collectively referred to as "Released Claims").

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Private Attorney General Act Settlement and Release Agreement

B. Release of Claims by Plaintiff and Defendant. In addition to the provisions of subsection A of Section V, upon entry of the Approval Order and Judgment and full funding of the Settlement Sum, with the exception of the covenants and obligations of the Parties as set forth in this Agreement, each of the Parties, for themselves and for their successors, heirs and assigns, hereby release and discharge each other from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, grievances, wages, vacation payments, severance payments, obligations, commissions, overtime payments, debts, profit sharing claims, expenses, damages, judgments, orders and liabilities of whatever kind or nature in state or federal law, equity or otherwise, whether known or unknown, which Plaintiffs now owns or holds or has at any time owned or held as against Defendant or the Releasees, including specifically but not exclusively and without limiting the generality of the foregoing, any and all claims known or unknown, suspected or unsuspected: (1) arising out of Plaintiff's relationship with Defendant; or (2) arising out of or in any way connected with any claim, loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of Defendant or the Releasees, committed or omitted by Defendant or the Releasees on or before the date this Agreement is executed by Plaintiff.

C. Section 1542 Waiver Applicable to Plaintiff and Defendant. In addition to the provisions of subsection A of Section V, the Parties hereby waive and release any and all defenses, rights and benefits that they may have or that may be derived from the provisions of applicable law that, absent such waiver, may limit the extent or effect of the release of claims by the Parties. Each Party also hereby warrants, represents and agrees that the claims released by the Parties are not limited to facts, losses, claims or matters disclosed or known at the time of the Agreement; provided that the release and waiver do not apply to claims based upon conduct arising after the date of this Agreement. Without limiting the generality of the foregoing, the Parties expressly waive any and all defenses, rights and benefits that they might otherwise have in relation to their release of claims under or by virtue of the provisions of Section 1542 of the Civil Code of the State of California or any other similar provision of the statutory or common law of any other state or of the United States. Section 1542 of the California Civil Code reads as follows:

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 RELEASED PARTY.

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Private Attorney General Act Settlement and Release Agreement

D. **Plaintiff and Defendant's Covenant Not to Sue.** The Parties agree that neither of them will submit any other complaint, formally or informally, to any government agency or court of competent jurisdiction, arising from the claims released by them. Consistent with the Released Claims, the undertakings in this subsection apply solely with respect to complaints about acts or occurrences that preceded the date of this Agreement, and neither of the Parties are precluded from submitting a complaint based on events that occur after the date of this Agreement.

E. **Worker's Compensation Claims Not Waived.** Notwithstanding the foregoing, nothing contained in this Agreement, including the parties' waiver of the protection of Civil Code section 1542, shall constitute a release or waiver of any Worker's Compensation claim.

F. The Parties, and each of them, expressly and knowingly acknowledge that, after the execution of this Agreement, any of them may discover facts different from or in addition to those that he/she/it now knows or believes to be true with respect to the claims released by them in this Agreement. Nonetheless, this Agreement shall be and remain in full force and effect in all respects, notwithstanding such different or additional facts and the Parties, and each of them, intend to fully, finally, and forever settle and release those claims released by them in this Agreement. In furtherance of such intention, the release given in this Agreement shall be and remain in effect as a full and complete release of such claims, notwithstanding the discovery and existence of any additional or different claims or facts.

VI. **NON-DISCLOSURE**

A. The Parties warrant that they have not disclosed to anyone other than their attorneys, their spouse, their tax advisers, and their tax return preparers: (1) the existence of this Agreement; (2) the negotiations leading to this Agreement; and (3) any terms of this Agreement.

B. Nothing in the Agreement shall prevent either Party from disclosing the existence, underlying negotiations or terms of this Agreement to the Judge assigned to the case referenced herein or any member of that Judge's support staff, or otherwise as necessary to effectuate this Agreement, remedy a breach thereof.

C. The Parties further agree, that they will not publicize or disclose the existence, conditions, terms or contents of this Agreement in any manner, whether in writing or orally, to any person (other than his/her/its/their attorneys, tax advisers, tax return preparers, and his/her/its/their spouse), directly or indirectly, or by or through any agent, attorney, or representative, unless compelled to do so by law or except as necessary to effectuate this Agreement or remedy the breach thereof.

Private Attorney General Act Settlement and Release Agreement

D. The Parties may only acknowledge, and then only in response to an inquiry, that a dispute has arisen between them and that the dispute was settled in lieu of an adversary proceeding. The Parties further agree to use the words “no comment” or words to that effect if asked of the dispute or asked their opinion regarding any aspect of the Action, including this Agreement and its underlying negotiations.

E. Nothing in this Agreement shall prevent Plaintiff and Plaintiff’s Counsel from submitting the Settlement to the LWDA to comply with the requirement of PAGA (e.g., submitting a copy of the Settlement to the LWDA and to the Court to obtain approval as required by California Labor Code § 2699(I), or to limit Plaintiff’s Counsel’s ability to discuss the terms of the Settlement with the Court, State of California, or Aggrieved Employees.

VII. NO ADMISSION OF LIABILITY.

This Agreement is a compromise and settlement of disputed claims being released herein, and therefore this Agreement and the payment provided for in this Agreement do not constitute an admission of liability on the part of Defendant or its officers, directors, agents, affiliated entities, successors, assignees, employees, insurers, attorneys or representatives, or an admission, directly or by implication, that any of them has violated any law, statute, rule, regulation, policy or any contractual right or other obligation owed to any party or to Plaintiff. Defendant specifically by this Agreement denies all allegations of improper or unlawful conduct made by Plaintiff. The Parties merely intend, by entering into this Agreement, to avoid further litigation.

VIII. CONFIDENTIAL INFORMATION.

The Parties specifically agree that they will not at any time, in any fashion, form, or manner, unless specifically consented to in writing by the other, or unless required by law, either directly or indirectly use or divulge, disclose, or communicate to any person, firm, or corporation, in any manner whatsoever, any confidential information of any kind, nature, or description concerning any matters affecting or relating to the business of the other, or any other confidential information of, about, or concerning the business of the other, its manner of operation, or other confidential data of any kind, nature, or description (the “Confidential Information”). The Parties stipulate that, as between them, the Confidential Information are important, material, and confidential trade. Notwithstanding anything contained herein, this paragraph is not intended to prevent either Party from using information available to the public or known prior to entering into a relationship with each other.

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Private Attorney General Act Settlement and Release Agreement

IX. NOTICES.

Except where an alternative method of notice is specifically authorized, any notice or other thing to be given or delivered under or pursuant to this Agreement, shall be given by certified and electronic mail as follows:

<u>If to Plaintiff:</u>	Edwin Aiwarzian Lawyers for Justice, PC 410 West Arden Avenue, Suite 203 Glendale, CA 91203 edwin@calljustice.com
<u>If to Defendant:</u>	Jonathan D. Leventhal General Counsel – Jarrow Industries, Inc. 1824 S Robertson Blvd. Los Angeles, CA 90035-4317 Jonathanl@jarrow.com
	Benjamin Hill Inhouse Co. 15260 Ventura Blvd., Ste. 1200 Sherman Oaks, CA 91403 ben@inhouseco.com

In addition, a digital copy of any notice or other thing to be given or delivered to Plaintiff or Defendant under or pursuant to this Agreement, shall be emailed in .pdf format.

X. GENERAL PROVISIONS.

A. Jurisdiction and Venue.

The Parties agree that this Agreement is subject to, and may be enforced pursuant to Section 664.6 of the California Code of Civil Procedure. The Parties agree that any action to enforce or interpret the terms of this Agreement shall be brought and maintained in the Superior Court of California for the County of Los Angeles.

B. No Assignment. The Parties represent and warrant that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any claims or costs herein released, and that they are the sole owner of such claims and costs.

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Private Attorney General Act Settlement and Release Agreement

C. Further Assurances. The Parties shall perform any further acts and execute and deliver any documents that may be necessary to carry out the intent of this Agreement.

D. Governing Law. This Agreement is made and entered into at Los Angeles County, California and shall be interpreted, enforced and governed by and under the laws of the State of California.

E. Integration. This Agreement constitutes the final, complete and exclusive Agreement and understanding between and among the Parties, and supersedes all prior or contemporaneous written or oral agreements. The Parties each acknowledge that there are no promises, representations, warranties, agreements, arrangements or understandings other than as expressly contained in this Agreement.

F. Counterparts. This Agreement may be executed in two or more counterparts (including without limitation, by facsimile or electronic counterparts such as .pdf file format) all of which, together shall constitute one and the same Agreement. This Agreement is validly executed once signatures have been exchanged by facsimile or email.

G. Interpretation. The Parties have each agreed to the use of the particular language of the provisions of this Agreement, and any question of doubtful interpretation shall not be resolved by any rule of interpretation providing for interpretation against the party who causes an uncertainty to exist or against the draftsman.

H. No Oral Modifications. This Agreement may be amended or modified in writing only, signed by the Parties and/or their counsel to be charged or bound by such amendment or modification.

I. Authority. The Parties represent and warrant to each other party to this Agreement that each has full power, capacity and authority to enter into this Agreement.

J. Attorney's Fees. In the event that either Party is required to retain counsel for the purpose of enforcing or preventing the breach of any provision of this Agreement including, but not limited to, the instituting or defending of any action or proceeding (1) to enforce any provision hereof; (2) for damages or equitable relief by reason of any alleged or threatened breach of any provision hereof; (3) for declaration of such party's rights or obligations hereunder; or (4) for any other remedy, then the prevailing party in any such action shall be entitled to be reimbursed by the other party for all reasonable costs and reasonable attorney's fees.

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Private Attorney General Act Settlement and Release Agreement

K. Acknowledgment Of Compensation Received. Plaintiff acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the resolution of this matter. That section provides in pertinent part as follows:

No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wage has been made.

L. No Employment. Plaintiff agrees that he will not at any time in the future seek or accept employment with Defendant, and that if any such application for employment is made by or on behalf of Plaintiff, Defendant shall be entitled to reject the application without cause.

M. Successors and Assigns. This Agreement shall apply to, bind and inure, to the benefit of the Parties and each of their successors and assigns.

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Private Attorney General Act Settlement and Release Agreement

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

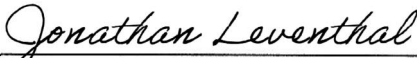
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

DATED: 11/23/2021, 2021

Electronically Signed:  2021-11-23 23:04:59 UTC - 76.168.95.30
AssureSign® 942b4195-486b-49ca-b80a-ade9012b794f

Elisio Navarrete

DATED: 11/17/2021, 2021


Name: Jonathan D. Leventhal, Esq.
Title: General Counsel & Secretary
On behalf of Jarrow Industries, Inc.

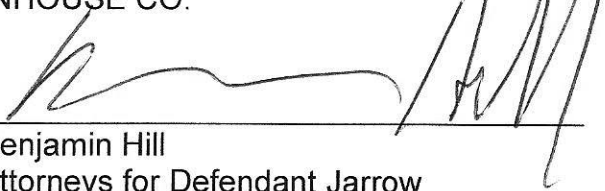
Approved as to form and content.

LAWYERS for JUSTICE, PC

DATED: 11/23/2021, 2021


Edwin Aiwarzian
Joanna Ghosh
Attorneys for Plaintiff Elisio Navarrete

DATED: 11/17, 2021

INHOUSE CO.

Benjamin Hill
Attorneys for Defendant Jarrow Industries, LLC

Private Attorney General Act Settlement and Release Agreement

Exhibit A

<<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 complaint 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].

EXHIBIT 2

NAVARRETE V. JARROW INDUSTRIES, INC.
(LOS ANGELES SUPERIOR COURT CASE NO. 20NWCV00662)

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 Eliseo Navarrete’s (“Plaintiff”) PAGA Claims on Behalf of the State of California with Respect Plaintiff and the Aggrieved Employees	10.20
Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendant Jarrow Industries, LLC formerly Jarrow Industries, Inc. (“Defendant”) with Respect to Plaintiff and the Aggrieved Employees	9.80
Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, and Representative Private Attorneys General Act (“PAGA”) Decisions in California, Including all New Relevant DLSE Materials	8.50
Investigation of Defendant, Defendant’s Business Relationships, Customers, and the Industry in which Defendant Operates	6.40
Investigation of Defendant’s Organizational and Corporate Structure, and Executive Reporting Structure as They Relate to the Employment and Management of the Aggrieved Employees	3.60
Investigation of Defendant’s Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	3.70

Analysis of Competitors in Various Relevant Geographic Areas within Which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	4.80
Research and Investigation Re: Location(s), Division(s), Department(s), and/or Facility(ies) Owned, Managed, Serviced and/or Operated by Defendant in California, Including Differences Between the Locations(s), Division(s), Department(s), and/or Facility(ies) to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	4.70
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Defendant's Locations Throughout California	4.90
Research and Investigation of Impact of COVID-19 Pandemic on Defendant and Its Operations	7.50
Research and Investigation Re: Defendant's Written and Unwritten Policies, Practices, and Procedures Relating to Timekeeping, Attendance, Scheduling, Quotas, On-Premises Rest Breaks, Meal/Rest Breaks, Meal Period Waivers, Auto-Docking/Auto-Deducting Time, Non-Discretionary Bonus/Incentive/Performance Pay, Overtime Compensation, Sanitation, PPE, Uniforms, Footwear, Cell Phone Use, and Reimbursement of Business-Related Expenses	19.30
Research and Investigation Re: Various Software Programs , Systems, and/or Other Technologies Defendant Uses to Conduct Everyday Business, Including Timekeeping, Inventory, Production/Operations Management Systems, 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	5.10
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	6.90

Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose, and Outline Trial Manageability Plan	13.60
Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	3.20
Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	9.30
Meet and Communicate with Plaintiff Eliseo Navarrete Throughout the Pendency of the Case	44.80
Meet and Communicate with Aggrieved Employees and Conduct Interviews	19.50
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 November 19, 2020)	8.70
Review Court's Notice of Case Assignment – Unlimited Civil Case (filed November 19, 2020)	0.10
Review Court's Notice of Case Management Conference (filed on November 20, 2020)	0.10
Review and Analyze Defendant's Answer to Plaintiff's Complaint, and Research Affirmative Defenses in Answer (served on December 3, 2020)	3.10
Review Defendant's Notice of Change of Address or Other Contact Information (served on February 3, 2021)	0.10
Review Defendant's Case Management Statement (served on March 2, 2021)	0.20

Draft Plaintiff's Case Management Statement (filed on March 3, 2021)	0.90
Review Court's Minute Order Re: Case Management Conference (filed on March 18, 2021)	0.10
Draft Plaintiff's Notice of Settlement (filed on April 26, 2021)	0.30
Review Court's Minute Order Re: Advancing and Vacating Hearing Dates; Setting an Order to Show Cause Regarding Dismissal (filed on April 28, 2021)	0.10
Draft Plaintiff's Notice of Entry of Judgment or Order (filed on June 17, 2021)	0.30
Meet and Confer with Defendant's Counsel, and Draft Joint Response to Order to Show Cause Regarding Dismissal (Settlement) (filed on August 24, 2021)	0.90
Review Court's Minute Order Re: Advancing and Continuing the Hearing Set 8/31/21 (filed on August 30, 2021)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Response to Order to Show Cause Regarding Dismissal (Settlement) (filed on November 23, 2021)	0.80
Review Court's Minute Order Re: Order to Show Cause Re: Dismissal (Settlement)	0.10
Appearances	
Prepare for and Telephonically Attend Case Management Conference (March 18, 2021)	1.40
Prepare for and Telephonically Attend Order to Show Cause Re: Dismissal (Settlement)	0.40
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Payment, and Settlement Administration Costs (January 19, 2022) (Anticipated)	2.50

Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Eliseo Navarrete (served on August 3, 2020)	1.90
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Eliseo Navarrete (served on August 25, 2020)	5.50
Review and Analyze Defendant's Special Interrogatories (Set One) and Requests for Production of Documents (Set One) to Plaintiff (served on January 11, 2021)	2.20
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 Jarrow Industries, Inc. (served on January 14, 2021)	9.10
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Jarrow Industries, Inc. and Requests for Production of Documents (Organizational Structure; noticed for February 22, 2021) (served on January 14, 2021)	3.80
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Jarrow Industries, Inc. and Requests for Production of Documents (Job Duties; noticed for February 23, 2021) (served on January 14, 2021)	4.50
Review and Analyze Defendant's Objections to Plaintiff's Notice of Deposition of Person Most Knowledgeable (served on January 18, 2021)	0.80
Review and Analyze Documents Produced by Defendant (served on January 19, 2021)	7.40
Review and Analyze Defendant's Requests for Admission (Genuineness of Documents) to Plaintiff (served on February 12, 2021)	2.80

Letters and Correspondence	
Research and Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Eliseo Navarrete for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on September 15, 2020)	4.50
Meet and Confer with, Draft Correspondence to, and Respond to Correspondence from, Defendant's Counsel	9.50
Mediation/Settlement	
Review Defendant's Offer to Compromise (CCP § 998); Acceptance; Request to Enter Judgment (served on January 6, 2021)	0.90
Review and Analyze Pre-Mediation Documents Produced by Defendant and Prepare Valuation Models, Including, Inter Alia, Calculating Violation Rates and Civil Penalties (served on February 12, 2021, February 17, 2021, and February 24, 2021) • Employee Handbook and Policies • Employee Time Records • Employee Payroll Records • Meal Break Waivers	42.50
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 April 7, 2021)	18.40
Telephonically Attend Mediation Session (April 14, 2021; Zoom Video Conference)	16.50
Review, Revise, Negotiate, and Finalize Private Attorney General Act Settlement and Release Agreement and Cover Letter (fully executed on November 23, 2021)	13.50

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 Attorneys' Fees and Costs, General Release Payment, and Settlement Administration Costs, Declaration of Edwin Aiwazian in Support Thereof, Declaration of Eliseo Navarrete in Support Thereof, and [Proposed] Order and Judgment (filed on December 23, 2021)	24.60
Total Hours:	374.40

EXHIBIT 3

LAWYERS for JUSTICE PC CASE COST DETAIL
Navarrete v. Jarrow Industries

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
9/15/2020	Labor & Workforce Development Agency	Filing Fee	75.00
11/20/2020	Legal Document Server, Inc.	Attorney Service	30.40
11/20/2020	Los Angeles Superior Court	Filing Fee	435.00
12/4/2020	Legal Document Server, Inc.	Attorney Service	175.00
12/29/2020	Legal Document Server, Inc.	Attorney Service	15.20
1/14/2021	General Logistics Systems US, Inc.	Courier Service	39.83
1/26/2021	Legal Document Server, Inc.	Attorney Service	15.20
3/3/2021	General Logistics Systems US, Inc.	Courier Service	30.90
3/4/2021	Legal Document Server, Inc.	Attorney Service	15.20
3/22/2021	Paul Hastings LLP	Mediation Fee	12,500.00
4/14/2021	Arby Aiwazian	Travel Reimbursement	177.79
4/26/2021	Legal Document Server, Inc.	Attorney Service	15.20
6/17/2021	Legal Document Server, Inc.	Attorney Service	15.20
8/24/2021	Legal Document Server, Inc.	Attorney Service	15.20
11/17/2021	Los Angeles Superior Court	Filing Fee	61.65
11/23/2021	Legal Document Server, Inc.	Attorney Service	15.20
Total:			13,631.97