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Attorneys for Plaintiff Richard Evans

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

RICHARD EVANS, individually, and on
behalf of other members of the public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorney General Act;

Plaintiff,

v.

MY PAINT STOP, LLC., dba CREATIVE
PAINT, a California Limited Liability
Company; and DOES 1 through 25, inclusive.

Defendants.

Case No.: MSC21-01812

Honorable Edward G. Weil

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:
Time:
Dept.: 39

1 **[PROPOSED] ORDER**

2

3 On _____, 2022, at ____ a.m. in Department 39 of the above-captioned Court located

4 at the Wakefield Taylor Courthouse, 725 Court Street, Martinez, California 94553, Plaintiff Richard

5 Evans' ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement came on

6 for hearing before the Honorable Edward G. Weil. Blackstone Law, APC appeared on behalf of

7 Plaintiff and John Webster Law Group, APC appeared on behalf of Defendant My Paint Stop, LLC

8 dba Creative Paint ("Defendant").

9 The Court, having carefully considered the papers, argument of counsel, and all matters

10 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary

11 Approval of Class Action and PAGA Settlement.

12 **IT IS HEREBY ORDERED THAT:**

13 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA

14 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as Exhibit A to the

15 Declaration of Jonathan M. Genish in Support of Motion for Preliminary Approval of Class Action

16 Settlement. This is based on the Court's determination that the Settlement falls within the range of

17 possible approval as fair, adequate, and reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement, and

19 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the

20 Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and

22 reasonable. It appears to the Court that extensive investigation and research have been conducted such

23 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It

24 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by

25 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of

26 the case. It further appears that the Settlement has been reached as the result of intensive, serious and

27 non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for
2 attorneys' fees in an amount not to exceed 33% of the Gross Settlement Payment, reimbursement of
3 litigation costs and expenses in an amount not to exceed \$30,000, enhancement award in an amount
4 not to exceed \$7,500 to Plaintiff, LWDA Payment of \$25,000, and payments to the Participating Class
5 Members provided thereby, appear to be within the range of reasonableness of a settlement that could
6 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
7 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
8 awards made available to the Settlement Class Members are fair, adequate, and reasonable when
9 balanced against the probable outcome of further litigation relating to certification, liability, and
10 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

11 5. The Court concludes that, for settlement purposes only, the proposed Settlement Class
12 meets the requirements for certification under section 382 of the California Code of Civil Procedure
13 in that: (a) the Settlement Class is ascertainable and so numerous that joinder of all members of the
14 Settlement Class is impracticable; (b) common questions of law and fact predominate, and there is a
15 well-defined community of interest amongst the members of the Settlement Class with respect to the
16 subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the
17 Settlement Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the
18 Settlement Class; (e) a class action is superior to other available methods for the efficient adjudication
19 of the controversy; and (f) Class Counsel are qualified to act as counsel for Plaintiff in their individual
20 capacities and as the representatives of the Settlement Class.

21 6. The Court conditionally certifies, for settlement purposes only, the Settlement Class,
22 defined as follows:

23 "All current and former non-exempt and/or hourly-paid employees who
24 worked for Defendant in the State of California at any time during the Class
25 Period."

26 7. The Court provisionally appoints Jonathan M. Genish of Blackstone Law, APC as
27 counsel for the Settlement Class ("Class Counsel").

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1 8. The Court provisionally appoints Plaintiff Richard Evans as the representative of the
2 Settlement Class (“Class Representative”).

3 9. The Court provisionally appoints Simpluris to handle the administration of the
4 Settlement (“Settlement Administrator”).

5 10. Within fourteen (14) days after entry of this Order, Defendant shall provide the
6 Settlement Administrator with the following information about each Settlement Class Member: full
7 name, last known home address, last known telephone number, social security number, start and end
8 dates of active employment as a non-exempt employee of Defendant in the State of California, total
9 Workweeks during the Class Period, total workweeks worked during the PAGA Period, and any other
10 information required by the Settlement Administrator in order to effectuate the terms of the Settlement
11 (the “Class List”) in conformity with the Settlement Agreement. The Court approves, both as to form
12 and content, the Notice of Class Action Settlement (“Class Notice”) attached hereto as Exhibit 1. The
13 Class Notice shall be provided to Settlement Class Members in the manner set forth in the Settlement
14 Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Settlement
15 Class Members of all material elements of the Settlement, of Settlement Class Members’ right to be
16 excluded from the Settlement by submitting a written request for exclusion, of Settlement Class
17 Members’ right to dispute the Workweeks credited to each of them by submitting a Dispute, and of
18 each Participating Class Member’s right and opportunity to object to the Settlement by mailing a
19 written statement of objection to the Settlement Administrator. The Court further finds that
20 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
21 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order,
22 meet the requirements of due process and shall constitute due and sufficient notice to all persons
23 entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice by
24 first-class U.S. mail to all Settlement Class Members within seven (7) days of receipt of the Class List,
25 pursuant to the terms set forth in the Settlement Agreement.

26 11. The Court hereby preliminarily approves the proposed procedure, set forth in the
27 Settlement Agreement, for seeking exclusion from and objecting to the Settlement. Settlement Class
28 Members will have sixty (60) calendar days from the initial mailing of the Class Notice to (“Response

Deadline”) to opt-out, object, or dispute their Workweeks as set forth in the Settlement. In the case of a re-mailed Class Notice, the Response Deadline will be extended fifteen (15) calendar days from the original sixty (60) calendar day deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Settlement Class Members who have not submitted a timely and valid request to be excluded from the Settlement (i.e., Participating Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

12. A Final Approval Hearing shall be held before this Court on _____, 2022 at _____ a.m./p.m. in Department 39 of the Contra Costa Superior Court, Wakefield Taylor Courthouse, located at 725 Court Street, Martinez, California 94553, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Settlement Class Members; and determine whether to approve the requests for the Attorneys’ Fees and Costs and Service Payments.

13. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys’ Fees and Costs and Service Payments, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s declaration, by _____, to be heard at the Final Approval Hearing.

14. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context.

15. The Court reserves the right to adjourn or continue the date of the Final Approval

1 Hearing and any dates provided for in the Settlement Agreement without further notice to the
2 Settlement Class Members and retains jurisdiction to consider all further applications arising out of or
3 connected with the Settlement.

4 **IT IS SO ORDERED.**

5 Dated: _____

The Honorable Edward G. Weil
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Evans v. My Paint Stop, LLC dba Creative Paint

Superior Court of the State of California for the County of Contra Costa, Case No. MSC21-01812

To: All current and former non-exempt and/or hourly-paid employees employed by My Paint Stop, LLC dba Creative Paint in the State of California at any time during the period from August 30, 2017 to May 11, 2022 (“Settlement Class Members”).

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this Notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in a class and representative action that is pending in the Superior Court for the County of Contra Costa. The lawsuit was filed by a former employee, Richard Evans (“Plaintiff”) against My Paint Stop, LLC dba Creative Paint (“My Paint Stop”) (collectively, Plaintiff and My Paint Stop are referred to as the “Parties”), entitled *Evans v. My Paint Stop, LLC dba Creative Paint*, Contra Costa Superior Court Case No. MSC21-01812 (the “Lawsuit”).

The Court granted preliminary approval of the Parties’ settlement on [Date] and has scheduled a hearing on [Date] at [Time] (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?

DO NOTHING	Receive an Individual Settlement Payment. By doing nothing, you will receive an Individual Settlement Payment. However, you will release the right to assert all of the Released Claims (see Section 7 below) against My Paint Stop and the other Released Parties.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Exclude Yourself from the Settlement and Receive No Payment. You may opt-out of the Settlement by submitting a signed Request for Exclusion (see Section 8(B) below) that must be postmarked no later than [Response Deadline]. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Settlement and you will not be bound by the Settlement and the release of claims provided under the Settlement.
OBJECT TO THE SETTLEMENT	Object to the Settlement. If you choose to participate in the Settlement, you may submit an objection to the Settlement. To object, you can submit a written Objection (see Section 8(C) below) to the Settlement Administrator no later than [Response Deadline], or you can appear at the Final Approval Hearing and state any objections to the Settlement. If the Court overrules your objection, you will receive an Individual Settlement Payment, and you will release the right to assert all of the Released Claims (see Section 7 below) against My Paint Stop and the other Released Parties.

2. WHY DID I GET THIS NOTICE?

My Paint Stop’s records show that you were employed by My Paint Stop in California at some point during the period from August 30, 2017 to May 11, 2022 (the “Class Period”). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides whether to approve it. This notice explains what the Lawsuit is about, the terms of the Settlement, and your rights.

3. WHAT IS THIS LAWSUIT ABOUT?

On August 30, 2021, Plaintiff filed a Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, et seq. (the “Complaint”) in the Superior Court for the County of Contra Costa. Plaintiff alleged that Defendant failed to pay all wages due, including overtime wages, minimum wages, meal period premiums, and rest period premiums; failed to issue compliant wage statements; failed to timely pay wages upon termination; engaged in unfair business practices; and owed penalties pursuant to the California Labor Code Private Attorneys’ General Act of 2004, codified at California Labor Code §§ 2698, et seq. (“PAGA”). In his Complaint, Plaintiff sought to represent a class of all current and former non-exempt and/or hourly-paid employees who worked for My Paint Stop in the State of California at any time during the period from August 30, 2017 to final judgment and who are residents of the State of California.

My Paint Stop denies all of the material allegations in the Complaint and asserted numerous affirmative defenses.

The Parties participated in a mediation with mediator Hon. Raul Ramirez (Ret.) and reached this Settlement.

4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiff’s Lawsuit. There has been no trial. However, to avoid additional expense and the risks of continued litigation, Plaintiff and My Paint Stop have concluded that it is in their respective best interests and the interest of the Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice.

The Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit. Plaintiff, Class Counsel, and My Paint Stop all support this Settlement due to, among other things, My Paint Stop’s potential defenses to liability, the inherent risk associated with a trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Settlement Class Members under the Settlement.

5. SUMMARY OF THE SETTLEMENT

My Paint Stop has agreed to pay a settlement amount of Six Hundred Thousand Dollars (\$600,000.00) (the “Gross Settlement Payment”). The portion of the Gross Settlement Payment that is available for payment to the Settlement Class Members is referred to as the “Net Settlement Fund.” The Net Settlement Fund will be the Gross Settlement Payment less the following payments which are subject to approval by the Court: (1) Class Representative Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), (2) PAGA Penalty Amount in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), (3) Attorneys’ Fees in an amount not to exceed thirty-three percent (33%) of the Gross Settlement Payment (i.e., \$200,000.00), (4) Attorneys’ Costs in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), and (5) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars (\$7,000.00).

Twenty-Five Thousand Dollars (\$25,000.00) of the Gross Settlement Payment has been allocated towards penalties under the PAGA (the “PAGA Penalty Amount”), of which the California Workforce and Development Agency (“LWDA”) will be allocated 75%, and the remaining 25% will be allocated to those individuals who were employed by Defendant in the State of California at any time during the period from July 7, 2020 to May 11, 2022 (the “PAGA Members.”)

Settlement Class Members are eligible to receive payment of their pro rata share of the Net Settlement Fund (“Individual Settlement Share”) based on the number of weeks that each Settlement Class Member was credited to have worked for My Paint Stop as an hourly-paid or non-exempt employee in the State of California at any

time during the Class Period, and worked at least one day, rounded up to the nearest hundredth of a workweek (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Fund by the Workweeks of all Settlement Class Members to yield the “Estimated Workweek Value” and multiplied each Settlement Class Members’ individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Fund by the Workweeks of all Settlement Class Members who did not submit a valid and timely Request for Exclusion (“Participating Class Members”) to yield his or her Individual Settlement Payment, which shall be paid from the Net Settlement Fund, less applicable employee-side tax withholdings.

Each Individual Settlement Share will be allocated twenty percent (20%) to wages, which will be reported on an IRS Form W2, and eighty percent (80%) to penalties and interest, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The employer’s share of taxes on the wage portion of Individual Settlement Shares will be paid by My Paint Stop separately and in addition to the Gross Settlement Payment.

6. WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT SHARE?

According to My Paint Stop’ records, during the period **from August 30, 2017 to May 11, 2022 you worked for My Paint Stop as an hourly-paid or non-exempt employee in California for approximately [REDACTED] Workweeks.**

If you wish to dispute the Workweeks credited to you in this Notice, you must submit a written, signed challenge (“Dispute”) to the Settlement Administrator. The Dispute must contain: (a) the case name and number of the Action (*Evans v. My Paint Stop*, Case No. MSC21-01812), (b) your signature, (c) your full name, address, telephone number, and the last four digits of your Social Security Number and/or Employee ID number, (d) a statement that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you, and (e) information and/or documentation demonstrating that the number of Workweeks that you contend should be to you are correct.

Under the terms of the Settlement, **your Individual Settlement Share is estimated to be \$[REDACTED]**. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Share may be higher or lower.

7. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?

If the Court approves the Settlement, the Court will enter a judgment and the Settlement Agreement will bind all Settlement Class Members who have not submitted a timely and valid Request for Exclusion. This will bar all such Settlement Class Members from bringing certain claims against My Paint Stop.

As more fully explained in the Settlement Agreement, upon the Effective Date, each and every Settlement Class Member who does not timely opt out of the Settlement, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, and assigns, shall be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all claims that were alleged in this Lawsuit, or that could have been raised that arise out of or are related to the

allegations, claims, and theories alleged in the Lawsuit or any of the PAGA notices filed with the LWDA during the pendency of this Lawsuit by Class Counsel on behalf of any Settlement Class Member, and that occurred at any time between August 30, 2017 to May 11, 2022, including, all claims for unpaid overtime wages, unpaid minimum wages, meal period violations, rest period violations, failure to provide accurate wage statements, final wages not timely paid, and unlawful business practices under the California Labor Code and/or the California Business and Professions Code, including all claims for restitution or equitable relief, liquidated damages, penalties, attorneys' fees and costs. "Released Parties" means Defendant My Paint Stop, and their current and former officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, and any individual or entity who or which could be jointly liable with Defendant My Paint Stop and all persons or entities acting by, through, under, or in concert with any of them. Settlement Class Members shall be permanently barred and enjoined from the institution or prosecution of any and all Settled Claims against the Released Parties, except as to such rights or claims as may be created by the Settlement, subject to the continuing jurisdiction of the Court.

The information provided in this Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a class member if you do not submit a Request for Exclusion, are set forth fully in the Settlement Agreement that is on file with the Court, and which can also be found at www. [REDACTED]. If the Court does not approve the Settlement, or the Settlement does not become final for some other reason, the litigation against My Paint Stop will continue.

8. WHAT ARE MY RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER?

A. PARTICIPATE IN THE SETTLEMENT

If you wish to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and will be issued your Individual Settlement Payment. If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based thereon, and you will release all of the claims described in Section 7 above. As a Settlement Class Member, you will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

B. EXCLUDE YOURSELF FROM THE SETTLEMENT

If you wish to exclude yourself from the Settlement because you wish to pursue a separate lawsuit against My Paint Stop for the claims asserted in this Action, or if you do not wish to participate in the Settlement for other reasons, you must submit a signed Request for Exclusion to the Settlement Administrator asking to exclude yourself from the Settlement. The Request for Exclusion must: (a) contain the case name and number of the Action (*Evans v. My Paint Stop*, Case No. MSC21-01812), (b) include your signature, (c) include your name, address, telephone number, and the last four digits of your Social Security number and/or the Employee ID number, (d) include a clear statement requesting to be excluded from the Settlement, (and (e) be submitted to the Settlement Administrator by mail or facsimile, postmarked or fax-stamped no later than [Response Deadline] to the following mailing address or fax number:

Simpluris, Inc.
[Mailing Address]
[Facsimile Number]

No Requests for Exclusion that are postmarked after [Response Deadline] will be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Settlement Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of claims described in Section 7 above), and will not have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Members who do not submit a valid and timely request for exclusion will be deemed Participating Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section 7 above, as well as any judgment that may be entered by the Court based thereon.

Settlement Class Members will receive their share of the PAGA payment, regardless of whether they opt out of being a Class Member.

C. OBJECT TO THE SETTLEMENT

If you do not think the Settlement is fair, you can object to the Settlement and tell the Court you do not agree with the Settlement or some part of it as long as you have not submitted a Request for Exclusion from the Settlement. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. To be valid, a written objection must: (a) contain the case name and number of the Action (*Evans v. My Paint Stop*, Case No. MSC21-01812), (b) include your signature, (c) include your name, address, telephone number, and the last four digits of your Social Security number and/or your Employee ID number, (d) the specific reason including any legal grounds for your objection, (e) state whether you intend to appear at the Final Approval Hearing, and (f) be submitted to the Settlement Administrator by mail or facsimile, postmarked or fax-stamped no later than [Insert Response Deadline] to the Settlement Administrator listed in Section 8B above.

9. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [Date] at [Time] in Department 39 of the Wakefield Taylor Courthouse, located at 725 Court Street, Martinez, California 94553 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Costs to Class Counsel and the Class Representative Enhancement Award. The hearing may be postponed without further notice to Settlement Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

10. WHAT IF I HAVE QUESTIONS?

A complete copy of the Settlement Agreement and this Notice are available at [www.\[redacted\]](http://www.[redacted]). This website will be updated periodically to update the Settlement Class Members on any developments in the case.

For further information about this case, you may contact Class Counsel, or the Settlement Administrator, Simpluris, Inc.

Jonathan Genish
Joana Fang
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California, 90211
Tel: 310-622-4278

Simpluris, Inc.
[Address/Contact Information]

DO NOT CONTACT THE COURT, MY PAINT STOP, OR MY PAINT STOP'S ATTORNEYS ABOUT THIS NOTICE.