

Michael C. Robinson (SBN 120308)
Orion S. Robinson (SBN 293796)
ROBINSON DI LANDO
A Professional Law Corporation
801 S. Grand Ave., Ste. 500
Los Angeles, CA 90017
Telephone: (213) 229-0100
Facsimile: (213) 229-0114
E-mail: mrobinson@rdwlaw.com
orobinson@rdwlaw.com

Attorneys for Plaintiffs
MARIA NAVARRETE and
GUILLERMINA GUTIERREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARIA NAVARRETE, an individual, and
GUILLERMINA GUTIERREZ, an individual
on behalf of themselves and all similarly
situated aggrieved employees,

Plaintiff,

vs.

DECORE-ATIVE SPECIALTIES, a California
Corporation; DECORE-ATIVE SPECIALTIES
NC, LLC, a North Carolina Limited Liability
Company; JACK LANSFORD, SR., an
individual; JACK LANSFORD, JR., an
individual, and DOES 1 through 30, inclusive,

Defendants.

Case No. 22STCV13774

[Hon. Maren Nelson, Department 17]

**JOINT STIPULATION FOR AN ORDER
APPROVING SETTLEMENT UNDER
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT AND
ENTERING JUDGMENT (LABOR CODE
§ 2698 ET SEQ.)**

*[Concurrently filed with [Proposed] Order;
Declaration of Michael C. Robinson;
Declaration of Jodey Lawrence]*

Complaint Filed: April 25, 2022
Trial Date: None Set

1 **TO THE COURT:**

2 Pursuant to California Labor Code § 2699(1), plaintiffs MARIA NAVARRETE and
3 GUILLERMINA GUTIERREZ (collectively, “Plaintiffs”) and defendants DECORE-ATIVE
4 SPECIALTIES, INC., DECORE-ATIVE SPECIALTIES NC, LLC, JACK LANSFORD, SR., and
5 JACK LANSFORD, JR. (collectively, “Defendants”) jointly request that this Court issue an Order:

6 1. Granting approval of the PAGA Settlement Agreement (the “Settlement” or
7 “Settlement Agreement”) between Plaintiffs and Defendants, attached as Exhibit B to the
8 Declaration of Michael C. Robinson (“Robinson Decl.”), including but not limited to the plan of
9 allocation and distribution of the Gross Settlement Amount;

10 2. Approving the distribution of the Net Settlement Amount, currently estimated to be
11 \$303,541, of which seventy-five percent (75%) shall be paid to the California Labor and Workforce
12 Development Agency and twenty-five percent (25%) shall be paid to the PAGA Members on a pro
13 rata basis based upon the number of Pay Periods worked during the PAGA Period;

14 3. Appointing Phoenix Class Action Administration Solutions (“Phoenix”) as the
15 Settlement Administrator and approving the payment of \$7,750.00 to Phoenix in connection with
16 the costs of administering the Settlement;

17 4. Awarding Plaintiff’s counsel, Robinson Di Lando, A Professional Law Corporation,
18 attorney’s fees totaling 35% of the Gross Settlement Amount estimated to be \$175,000 and costs of
19 \$13,709 for reimbursement of actual litigation costs and expenses under Labor Code section
20 2699(g)(1).

21 5. Directing the deposit of the Gross Settlement Amount into an account for
22 administration of the Settlement and directing the Settlement Administrator to distribute the Gross
23 Settlement Amount in accordance with the Settlement Agreement; and

24 6. Directing the mailing of the Individual PAGA Payments checks to the Aggrieved
25 Employees under a cover letter substantially similar in content and form to the proposed cover letter
26 attached as “Exhibit D” to the Robinson Decl.

27 In accordance with Labor Code section 2699(1)(2), a copy of the proposed Settlement
28 Agreement was submitted to the California Labor and Workforce Development Agency via online

filing at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>
on September 24, 2024 (See Robinson Decl. ¶ 15, Ex. C.)

In support of their request, Plaintiffs and Defendants (collectively, the “Parties”) stipulate and agree and submit the attached Memorandum of Points and Authorities, the concurrently filed Declaration of Michael Robinson (and attached exhibits), the concurrently filed Declaration of Jodey Lawrence on behalf of Phoenix, all corresponding exhibits, all pleadings and papers on file, all matters of which the Court may take judicial notice, and any other written or oral evidence that may be requested and presented to the Court.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND SUMMARY OF ARGUMENT

Plaintiffs and Defendants seek approval of the PAGA Settlement Agreement (the “Settlement” or “Settlement Agreement”) between Plaintiffs and Defendants under Labor Code section 2699(1)(2). The settlement was reached through settlement discussions after extensive formal discovery (written and depositions of the named Plaintiffs), informal discovery and investigation by Plaintiffs, the utilization of an expert to conduct several damage analyses, engaging in a full day mediation with an experienced mediator, Mark Lemke, Esq., and multiple discussions though counsel thereafter to reach a settlement. Through this joint stipulation, the Parties request that the Court grant the approval of the Settlement Agreement signed by the parties and enter judgment accordingly. The terms of the Settlement are:

- Number of Aggrieved Employees: Estimated to be 877;
- PAGA Period: April 25, 2021 through June 4, 2024;
- Gross Settlement Amount: \$500,000 (subject to an escalator clause as set forth below);
- Plaintiff’s Counsel Fees Payment: \$175,000 (subject to an escalator clause);
- Plaintiff’s Counsel Litigation Costs Payment: \$13,709;
- Settlement Administration Payment: not to exceed \$7,750;
- Net Settlement Amount: \$303,541.00

The Net Settlement Amount will be distributed as follows: seventy-five percent (75%), i.e. \$227,655.75, will be paid to the California Labor and Workforce Development Agency; twenty-five

1 percent (25%), i.e. \$75,885.25, will be paid to Aggrieved Employees on a pro rata basis according
2 to the number of Pay Periods worked by each PAGA Member from April 25, 2021 through June 4,
3 2024 (the “PAGA Period.”). The Aggrieved Employees are comprised of all current and former
4 hourly-paid, non-exempt employees who were employed by Defendant in the State of California at
5 any time during the PAGA Period. (See Declaration of Michael Robinson (“Robinson Decl.”) Ex.
6 B, Settlement Agreement § 1.2.)

7 The Settlement is the product of formal discovery and depositions, informal discovery, the
8 use of wage experts, a full day mediation, and and arms-length negotiations by highly experienced
9 counsel, and it is fair, reasonable, and adequate in light of the relative strengths of Plaintiffs’ PAGA
10 claims, the risk, expense, and uncertainty of further litigation, the benefit conferred by the
11 Settlement, and the underlying goals associated with recovery under the Private Attorneys General
12 Act. The Parties therefore stipulate and respectfully request that the Court approve the proposed
13 Settlement and enter Judgment.

14 **II. FACTUAL BACKGROUND**

15 On or about April 25, 2022, Plaintiffs filed this Action and submitted a First Amended
16 Complaint on September 9, 2022 alleging claims for failure to pay wages, failure to pay overtime
17 wages, failure to compensate for missed meal periods, failure to compensate for missed rest periods,
18 failure to pay for earned wages upon separation, failure to furnish accurate wage statements,
19 violation of Labor Code § 226(C); violation of Labor Code § 1198.5, violation of Labor Code §
20 2802, conversion, violation of Business and Professions Code section 17200, and Civil Penalties
21 under Labor Code § 2699, et seq. (PAGA). (Robinson Decl. ¶ 2.)

22 On or about April 25, 2022 and April 29, 2022, Plaintiffs filed a letter with the Labor and
23 Workforce Development Agency (“LWDA”) and provided copies of this letter to Defendants via
24 certified mail, asserting claims for Defendants’ alleged violations of Labor Code Sections 2699.5,
25 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1102.5, 1174, 1194, 1197,
26 1197.1, 1198.5, 2802, and 2699. On or about October 22, 2024, Plaintiffs filed an amended notice
27 with the LWDA to include claims for failure to pay overtime at the proper rate under Labor Code
28 sections 558, 1197.1, failure to pay accrued vacation wage under Labor Code section 227.3, failure

1 to pay timely pay wages during employment under Labor Code section 204, and failure to properly
2 pay sick pay under Labor Code section 246. (Robinson Decl. ¶ 3, Exhibit A.)

3 On or around September 19, 2022, Defendants filed a Motion to Compel Arbitration and
4 dismiss Plaintiffs' class claims pursuant to an arbitration agreement. On or about December 21,
5 2022, Defendants' Motion to Compel Arbitration was granted, and Plaintiffs' individual claims
6 submitted to binding arbitration and the representative PAGA claim was stayed. (Robinson Decl. ¶
7 4.)

8 Carla D. Barboza of AAA was appointed as the arbitrator through the American Arbitration
9 Association. The Parties completed written discovery and Plaintiffs were deposed. Defendants
10 requested depositions for 10 company representatives. Thereafter, the Parties agreed to stay formal
11 discovery, schedule a mediation and conduct informal discovery requiring the production of the
12 following:

- 13 • PAGA List – hire date, separation of employment date (if applicable), final rate of
14 pay, and job position for all non-exempt employees ("PAGA Members") that
15 worked for Decore-Ative in California during the period of April 25, 2021 through
16 the present date (the "PAGA Period"). Names may be excluded and replaced with
17 identifying numbers. Please provide the Class List in Excel format.
- 18 • All documents related to Plaintiffs' time records (that have not been produced).
- 19 • Time Records – a random 20% sample of PAGA Members' time record data in its
20 native electronic form. Further, please include identifying numbers on the time
21 records in lieu of employee names.
- 22 • Payroll Records – a random 20% sample of PAGA Members' itemized wage
23 statements. The sample should be for the same employees selected for the Time
24 Records sample and include the identifying numbers.
- 25 • Meal Waivers - a copy of any meal waiver in effect during the PAGA period.
26 Please also identify the number of PAGA Members who allegedly signed meal
27 period waivers.
- 28 • Policies and Procedures – Any and all manuals, handbooks, orientation materials,
rules, regulations, policies, procedures, notices, posters, acknowledgment forms,
waivers, agreements, or directives applicable to the PAGA Members during the
PAGA Period with regard to wages and the calculation/payment of wages, meal
periods, rest breaks, business expenses, timekeeping, and any other claims set forth
in the operative complaint.
- Any policies and procedures regarding employees' preparation time prior to the
start of the shift, after the shift, as well as the company's meal period policy
concerning disciplinary action against all employees for taking a meal period longer
than 30 minutes.

- Provide any and all procedures, policies, guidelines, and documents related to how PAGA Members' time entries were edited and/or adjusted during the PAGA Period, including rounding (if any) of PAGA Members' time entries.
- All employee handbooks, including revisions and/or addendums thereto, given to PAGA Members during the PAGA Period.

(Robinson Decl. ¶ 5.)

The requested records were produced by Defendants and provided to Plaintiff's retained wage expert for review and analysis. (Robinson Decl. ¶ 6.) On June 4, 2024, the Parties participated in a full day mediation with Mark Lemke, Esq. (Robinson Decl. ¶ 6.) The Parties were not able to reach a resolution at mediation, but settlement discussions continued through June 10, 2024, when the parties reached a settlement. (Robinson Decl. ¶ 6.)

III. SETTLEMENT TERMS

A. Definition of Aggrieved Employees

Under the Settlement Agreement, Plaintiffs' representative claims include Aggrieved Employees defined as all persons currently and formerly employed by Defendants in California, classified as hourly paid, non-exempt employees, during the PAGA Period. (Robinson Decl. ¶ 7.) "PAGA Period" means the period of time commencing on April 25, 2021 through June 4, 2024 (Robinson Decl. ¶ 7.) There are approximately 877 Aggrieved Employees. (Robinson Decl. ¶ 8.)

B. Gross Settlement Amount

The Parties have agreed to settle the PAGA claims at issue for a Gross Settlement Amount of \$500,000 based on 67,463 pay periods through June 4, 2024, subject to an escalator clause. (Robinson Decl. 8, Ex. B, Settlement Agreement § 3.2.) Based on Defendants' counsel's review and analysis of the records, Defendants estimate that, through June 4, 2024, there are 877 Aggrieved Employees who worked 67,463 Pay Periods during the PAGA Period. (Robinson Decl. 8, Ex. B, Settlement Agreement §§ 1.2 and 3.2.) Should the actual number of PAGA Pay Periods increase by more than 15% of this figure, Defendants will increase the Gross Settlement Amount in proportion to the increase in Affected Pay Periods over 77,582 (e.g. if the number of Affected Pay Periods from April 25, 2021 through June 4, 2024 is 17% greater than 67,463, Defendants will increase the Gross Settlement Amount by 2%). (Robinson Decl. 8, Ex. B, Settlement Agreement § 3.2.)

C. Allocation and Funding of the Gross Settlement Amount

The Settlement is a common fund and therefore includes all requested costs, fees, and other allocations. Subject to Court approval, the Gross Settlement Amount includes: (1) Plaintiffs' Counsel Fees Payment in the amount of 35% of the Gross Settlement Amount estimated to be \$175,000; (2) Plaintiff's Counsel Litigation Costs Payment of \$13,709; and (3) the Settlement Administration Payment of \$7,750.00. After the foregoing amounts are deducted from the Gross Settlement Amount, the remaining Net Settlement Amount will be paid to the LWDA and PAGA Members. (Robinson Decl. ¶ 10, Ex. B, Settlement Agreement ¶ 3.3.)

The Net Settlement Amount is currently estimated to be \$303,541 and will be distributed as follows: 75% of the Net Settlement Amount will be paid to the LWDA, and the remaining 25% will be paid to all Aggrieved Employees on a pro rata basis based upon the number of pay periods worked by each Aggrieved Employee during the PAGA Period. (Robinson Decl. ¶ 10; Ex. B, Settlement Agreement §§ 3.2.3–3.2.3.1.) The Administrator will report the Individual PAGA Payments on IRS 1099 forms. (Robinson Decl. ¶ 11; Ex. B, Settlement Agreement § 3.4.)

Defendants will deliver to the Administrator the Aggrieved Employee Data in the form of a Microsoft Excel Spreadsheet and Aggrieved Employee List within fourteen (14) days of the Court's approval of the settlement. (Robinson Decl. ¶ 12; Ex. B, Settlement Agreement § 4.2.) Within thirty (30) calendar days of the Effective Date (the date by when the Court enters the Approval Order and the Judgment is final), Defendants will fully fund the Gross Settlement Amount by transmitting the funds to the Administrator. (Robinson Decl. ¶ 13; Ex. B, Settlement Agreement § 4.3.) Within twenty-one (21) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. (Robinson Decl. ¶ 13; Ex. B, Settlement Agreement § 4.7.) The Administrator will issue checks for the Individual PAGA Payments and send them to Aggrieved Employees via First Class U.S. Mail, postage prepaid. (Robinson Decl. ¶ 13; Ex. B, Settlement Agreement § 4.5.) The face of the check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (Robinson Decl. ¶ 13; Ex. B, Settlement Agreement § 4.5.) Before mailing any

1 checks, the Administrator must update the recipients’ mailing address using the National Change of
2 Address Database. (Robinson Decl. ¶ 13; Ex. B, Settlement Agreement § 4.5.) The Administrator
3 must conduct an address search for all Aggrieved Employees whose checks are returned
4 undelivered without a USPS forwarding address. (Robinson Decl. ¶ 13; Ex. B, Settlement
5 Agreement § 4.6.) For any Aggrieved employee whose Individual PAGA Payment check is
6 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
7 by such checks to the California Controller’s Unclaimed Property Fund in the name of the
8 Aggrieved employee. (Robinson Decl. ¶ 13; Ex. B, Settlement Agreement § 4.6.)

9 **D. Scope of the Release in the Settlement Agreement**

10 Upon the Court’s approval of this Settlement, Aggrieved Employees shall release Defendant
11 and the Released Parties from the following Released Claims:

12 “Released Claims” means that, upon Court approval of the Settlement and
13 entering of judgment thereon, Plaintiffs on behalf of each of them, and the State
14 of California and Aggrieved Employees will fully and finally release and
15 discharge Defendants and the Released Parties from any and all claims, rights,
16 demands, liabilities and causes of action that arose during the PAGA Period for
17 civil penalties that were alleged or reasonably could have been alleged under
18 the operative complaint in this Action, based on the factual allegations pleaded
19 in the Action and the PAGA Notices arising during the PAGA Period,
including, without limitation, purported violations of California Labor Code
sections 200, 201, 202, 203, 204, 226, 226.7, 227.3, 246, 350, 351, 510, 512,
558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198.5, and 2802 and California Code
of Regulations, Title 8, section 1150, and any related claims for attorneys’ fees,
costs, or interest resulting therefrom. (Robinson Decl. ¶ 14; Ex. B, Settlement
Agreement §§ 1.19 and 1.20.)

20 This release shall apply to all such claims arising during the PAGA period. (Robinson Decl. ¶ 14.)

21 **IV. LEGAL STANDARD**

22 PAGA allows an “aggrieved employee” to bring a civil action on behalf of himself or
23 herself, other aggrieved employees and the State to recover civil penalties which, outside of PAGA,
24 only the LWDA can collect from an employer. (Lab. Code, § 2699(a).) The settlement of a PAGA
25 action requires court approval. (See Lab. Code, § 2699 (l)(2).)

26 In reviewing a PAGA settlement, the Court need only ensure that “a negotiated resolution is
27 fair to those affected.” (*Williams v. Sup. Ct.* (2017) 3 Cal.5th 531, 549.) In making this assessment,
28 the court’s focus is not the monetary amount which the aggrieved employees or the State stand to

1 receive, but on whether the total amount achieves PAGA’s objective. (See *Ochoa- Hernandez v.*
2 *CJADERS Foods, Inc.*, (N.D. Cal. Apr. 2, 2010) 2010 WL 1340777 at *4 [citing *Arias v. Sup. Ct.*
3 (2009) 46 Cal.4th 969, 986].) Penalties recovered under PAGA are, in part, to “be distributed to the
4 [LWDA] for enforcement of labor laws...and for education of employers and employees about their
5 rights and responsibilities under this code...to supplement the funding to the agency for those
6 purposes.” (See Labor Code § 2699(j).) Because a PAGA claim is effectively considered a law
7 enforcement action, it does not have to meet the requirements of a class action. (*Arias, supra*, 46
8 Cal.4th at pp. 980-88.) And because a PAGA claim is “a statutory action for penalties brought as a
9 proxy for the State,” “there is no need to protect absent employees’ due process rights[.]”
10 (*Williams, supra*, 3 Cal.5th at p. 546.) This renders approval of a PAGA settlement distinct from a
11 class action settlement and, under both federal and state law, the Court need not employ the two-
12 step approval process that applies to a class action settlement.

13 **V. THE SETTLEMENT IS FAIR AND REASONABLE**

14 “[A] trial court should evaluate a PAGA settlement to determine whether it is fair,
15 reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations,
16 deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.*
17 2021) 72 Cal.App.5th 56, 77.) Many of the factors used to evaluate a settlement’s fairness in class
18 actions cases on may “be useful in evaluating the fairness of a PAGA settlement”. (*Id.*)

19 As set forth below, the Settlement before the Court is the result of adversarial, arms-length
20 negotiations with an experienced mediator and experienced counsel, extensive investigation,
21 depositions and discovery, and fulfills the objectives of the PAGA. Moreover, the Settlement is fair
22 and reasonable in light of the relative strengths of the PAGA Claims and risks associated with
23 protracted litigation. Thus, the Settlement should be approved by the Court.

24 **A. Plaintiff Complied with the Administrative Requirements of Labor Code Section**
25 **2699**

26 Before bringing a civil action under PAGA, an employee must comply with the notice
27 requirements described in Labor Code section 2699.3. Plaintiffs complied with this requirement.
28 (Robinson Decl. ¶ 16.) The Settlement Agreement and this Joint Stipulation, along with supporting

1 papers, are being submitted to the California Labor and Workforce Development Agency, as
2 required by California Labor Code section 2699 (1)(2). (Robinson Decl. ¶ 17.)

3 **B. Arms-Length Negotiations**

4 Although PAGA settlements are not subject to the same, there are heightened requirements
5 as a class action settlement, and the underlying guidelines utilized in class action settlements may
6 be useful in evaluating the fairness of a PAGA settlement. California courts recognize that “a
7 presumption of fairness exists where . . . [a] settlement is reached through arm’s-length bargaining.”
8 (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 245 [disapproved on other grounds].)

9 Here, the parties engaged in arms-length, non-collusive negotiations at all times including
10 attending a full day of mediation with Mark Lemke, Esq., a highly respected mediator with
11 extensive experience in wage and hour matters including actions brought pursuant to the Private
12 Attorneys General Act. At all times, Plaintiffs were willing and prepared to litigate this matter
13 through arbitration and trial, and possible appeals if a favorable resolution had not been reached.
14 The proposed Settlement was reached at the end of a process that was neither fraudulent nor
15 collusive. To the contrary, counsel for each Party advanced their positions throughout the
16 settlement negotiations. (Robinson Decl. ¶ 18.)

17 **C. Sufficient Investigation and Discovery by Experienced Counsel**

18 Prior to mediation, both Plaintiffs and Defendants served formal written discovery for
19 relevant wage records. Further, Plaintiffs were deposed. Through informal discovery, Plaintiff’s
20 counsel obtained a random sampling of time and payroll records for the Aggrieved Employees, as
21 well as information regarding the total number of employees, the number of current and former
22 employees, the number of pay periods worked within the relevant time period, company policies
23 and procedures related to wage and hour, meal waivers, and other relevant information. (Robinson
24 Decl. ¶ 19.) Plaintiff’s counsel retained a wage expert to review the records and conduct an
25 analysis regarding Plaintiff’s claims. (Robinson Decl. ¶ 19.) This allowed Plaintiffs’ counsel to
26 conduct an informed assessment and analysis of Defendants’ potential exposure. (Robinson Decl.
27 ¶ 19.) The Parties briefed their positions regarding the strengths and weaknesses of Plaintiffs’
28 claims and Defendants’ defenses, provided their analyses to each other and the mediator, and

1 debated the merits of their respective positions at mediation. (Robinson Decl. ¶ 20.) Furthermore,
2 negotiations were conducted by capable counsel who have strong records of effective advocacy in
3 wage and hour litigation. (Robinson Decl. ¶ 20.) Plaintiff's counsel, with over thirty years of
4 experience, has represented both plaintiffs and defendants in wage and hour litigation, including
5 class action wage claims, PAGA claims, and individual wage and hour claims. (Robinson Decl. ¶
6 21.) Plaintiff's counsel had sufficient information and experience to act competently in negotiating
7 settlement. (Robinson Decl. ¶ 21.)

8 **D. The Settlement is Reasonable in Light of the Parties' Legal Positions, the Risks of**
9 **Continued Litigation, and the Underlying Purpose of the PAGA**

10 The Gross Settlement Amount of \$500,000 is reasonable considering the strength of
11 Plaintiffs' claims and Defendants' defenses, the risks of further litigation, and the unique risks
12 associated with litigation of PAGA claims. A settlement is not judged against what might have
13 been recovered had a plaintiff prevailed at trial, nor does the settlement have to obtain 100% of the
14 damages sought. (*Wershba, supra*, 91 Cal.App.4th at p. 250.) In the context of class action
15 settlements, the Court of Appeal has held that a trial court should consider "the strength of
16 plaintiffs' case, the risk, expense, complexity and likely duration of further litigation...the amount
17 offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the
18 experience and views of counsel," among other factors. (*Kullar v. Foot Locker Retail, Inc.* (2008)
19 168 Cal.App.4th 116, 128.) Here, the reasonableness of the Settlement is underscored by the fact
20 that Defendants have legal and factual grounds for defending the Action.

21 **1. Plaintiff's Counsel's Analysis of Defendants' Maximum Potential Liability**

22 Based on a careful analysis of payroll and time punch data provided through Defendant's
23 counsel, Plaintiff estimated there are about 877 aggrieved employees who incurred approximately
24 67,436 pay periods through June 4, 2024.

25 Plaintiffs' Counsel reviewed and analyzed an extensive sampling of time records, payroll
26 records, and other relevant documents and data and, based on the discovery provided, estimated
27 with all claims adjudicated in favor of Plaintiffs to be around, Defendant faced an estimated
28 maximum liability of approximately \$3 million - \$4 million in penalties arising from the alleged

1 Labor Code Violations. But during mediation and settlement negotiations, Defendants raised
2 several issues which impacted the risks attendant to proceeding with the PAGA claims through trial
3 which Plaintiff had to take into consideration for a more realistic penalties analysis as detailed
4 below. (Robinson Decl. ¶ 22.)

5 2. Plaintiffs' Counsel's Risk-Based Analysis and Adjustments

6 Despite this potentially large liability, substantial barriers to recovery of such penalties exist.
7 First, for Plaintiffs to prevail at trial on their PAGA claims, they would have to prove the
8 underlying Labor Code violations, demonstrate that Aggrieved Employees suffered these violations,
9 and show that Defendants' conduct gives rise to penalties. (See *Elliot v. Spherion Pac. Work* (C.D.
10 Cal. 2008) *LLC* 572 F.Supp.2d 1169, 1181-82.) Plaintiffs' core allegations are that Defendants
11 systematically violated the California Labor Code because of a failure to pay wages, failure to pay
12 overtime wages, failure to compensate for missed meal periods, failure to compensate for missed
13 rest periods, failure to pay for earned wages upon separation, and failure to furnish accurate wage
14 statements. Although Plaintiffs maintain that such wage and hour claims are amenable to resolution
15 as to a group of employees, some courts have found that the issues raised by Plaintiffs, including
16 off-the-clock work and meal and rest period violations, raise individualized issues that render a case
17 unmanageable and unsuitable for adjudication as to a large group of employees. (See, e.g., *Duran v.*
18 *U.S. Bank Nat. Assn.* (2014) 59 Cal.4th 1.)

19 Defendants also maintained several defenses to Plaintiffs' theory of liability which, if
20 successfully proven, had the potential to eliminate or substantially reduce Plaintiff's estimated
21 recovery. (Robinson Decl. ¶ 23.) Throughout this litigation, Defendants maintain that in light of the
22 evidence adduced from the Aggrieved Employees' time records, the Aggrieved Employees were not
23 denied any meal or rest breaks and thus do not have standing to maintain a PAGA action. (See *Holak*
24 *v. K Mart Corp.*, Case No. 1:12-cv-00304-AWI-MJS, 2015 U.S. Dist. LEXIS 65439 (E.D. Cal. May
25 19, 2015) ("Because Plaintiff is not aggrieved by any of the specific Labor Code violations alleged
26 in the PAGA claim, she does not have standing to maintain this PAGA action.").

27 Defendants also argued that Plaintiffs cannot maintain a PAGA claim because there is no
28 evidence of a common policy or practice that prevented, inhibited, or discouraged employees from

1 taking their statutory meal and rest breaks. (*See, e.g., Amey v. Cinemark USA, Inc.*, No. 13-05669,
2 2015 U.S. Dist. LEXIS 63524 (N.D. Cal. May 13, 2015) (striking PAGA claim because the evidence
3 showed that numerous individualized determinations would be necessary to determine whether any
4 class member has been injured); *Ortiz v. CVS Caremark Corp.*, No. C-12-05859 EDL, 2014 U.S.
5 Dist. LEXIS 36833 (N.D. Cal. Mar. 19, 2014); *Litty v. Merrill Lynch & Co., Inc.*, No. CV-14-0425
6 PA (PJWx), 2014 U.S. Dist. LEXIS 160448 (C.D. Cal. Nov. 10, 2014), *Bowers v. First Student, Inc.*,
7 No. 2-14-cv-8866 ODW (Ex), 2015 U.S. Dist. LEXIS 54238 (C.D. Cal. April 23, 2015); *Raphael v.*
8 *Tesoro Ref. & Mktg. Co. LLC*, No. 2:15-CV-02862-ODW, 2015 U.S. Dist. LEXIS 130532 (C.D. Cal.
9 Sept. 25, 2015).

10 Defendants maintain that Plaintiff and the Aggrieved Employees were properly paid all
11 wages, and were prohibited from working off-the-clock. Plaintiff's Counsel also took into account
12 that even if Plaintiffs prevailed on the merits of their PAGA claim, Defendants could persuasively
13 argue that the Court should exercise its discretion, under Labor Code § 2699(e), to reduce the
14 amount of civil penalties assessed. A Court in a PAGA action has the same discretion "to assess a
15 civil penalty" that the Labor Commissioner would have, as well as complete discretion to "award a
16 lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts
17 and circumstances of the particular case, to do otherwise would result in an award that is unjust,
18 arbitrary and oppressive, or confiscatory." (See Lab., Code, § 2699(e)(2); *Thurman v. Bayshore*
19 *Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 [holding that a court may reduce the
20 amount of PAGA penalties awarded to an employee based upon discretionary factors], disapproved
21 on other grounds); *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 529 [approving
22 reduction in penalties based on good faith attempts to comply with obligations and minimal
23 violations].)

24 Plaintiffs' Counsel also recognized that protracted litigation of the alleged claims would be
25 expensive, time-consuming, and uncertain. To prove liability and damages, Plaintiffs will be
26 required to conduct additional extensive discovery, conduct numerous depositions, request and
27 analyze thousands of pages of documents, obtain the Aggrieved Employees' contact information,
28 contact these employees, and obtain numerous declarations at great expense. Obtaining the

1 cooperation of current employees would also be difficult, given the likely reluctance to aid
2 prosecution of a lawsuit against a current employer. On the other hand, Defendants would likely be
3 able to obtain the cooperation of its employees. And even if Plaintiffs prevailed at trial, possible
4 appeals could delay recovery. Accordingly, there is a significant risk that Plaintiffs could ultimately
5 recover nothing despite protracted litigation. (Robinson Decl. ¶ 23.)

6 Thus, while Plaintiffs maintains that their PAGA claims are meritorious, Plaintiffs' Counsel
7 considered the strengths and weaknesses of each side's respective positions in evaluating
8 Defendants' likely potential exposure. First, taking into account the risk of maintaining the case on
9 a representative basis, potential arguments regarding manageability, and challenges to Plaintiffs'
10 status as aggrieved employees, Plaintiffs discounted Defendants' estimated liability. In
11 consideration for merits-based risk factors, including prevailing at trial, Plaintiffs further discounted
12 Defendants' estimated liability. Finally, given the discretionary nature of PAGA penalties, the
13 likelihood that these potential penalties could be severely reduced by the Court's decision to decline
14 to stack such penalties, and the fact that Defendants had potential arguments that the imposition of
15 such penalties would be arbitrary and oppressive, Plaintiffs discounted Defendants' estimated
16 liability. The figure achieved on behalf of the State of California and Aggrieved Employees
17 (\$500,000) is warranted not only because it benefits the State and Aggrieved Employees, but it may
18 address any conservative calculations that cannot be accounted for from off-the-clock work as this
19 time was unrecorded. (Robinson Decl. ¶ 24.) In light of the Parties' respective legal positions and
20 the risks to potential recovery, it is clear that the Gross Settlement Amount is fair, adequate, and
21 reasonable.

22 3. The Settlement Fulfills the Fundamental Purpose of PAGA and is Consistent
23 with Other PAGA Settlement Approved by the Court

24 After considering these many factors, Plaintiffs and Plaintiffs' Counsel concluded that it was
25 in the best interest of the State of California and the Aggrieved employees to enter into the
26 Settlement. The overall relief obtained by the Settlement is significant not only from a monetary
27 perspective, but also because it fulfills the public policy objectives of PAGA—to promote
28 enforcement of California's labor laws, provide funds to the state, and deter future non-compliance

1 by Defendant. The Settlement is also well-within the range of settlements of PAGA claims
2 approved by Courts in other cases. (Robinson Decl. ¶ 25.) For example, in *Schiller v. David's*
3 *Bridal, Inc.*, 1:10-cv-00616-AWI-SKO, 2012 U.S. Dist. LEXIS 80776 (E.D. Cal. June 11, 2012),
4 the Court approved a \$10,000 PAGA settlement in a case involving 3,327 class members. Similarly,
5 in *Chu v. Wells Fargo Investments, LLC*, No. C-05-4526 MHP, 2011 U.S. Dist. LEXIS 15821 (N.D.
6 Cal. Feb. 16, 2011), the Court approved a \$10,000 PAGA settlement in a case involving 2,752 class
7 members. In this case, the Gross Settlement Amount is \$500,000.00 for 877 employees. For these
8 reasons, the Settlement presented here is fair, reasonable, and adequate. (Robinson Decl. ¶ 25.)

9 **VI. THE REQUESTED ATTORNEYS' FEES PAYMENT IS FAIR AND REASONABLE,**
10 **AND IT SHOULD BE APPROVED**

11 **A. A Fee Award based on a Percentage of the Settlement Fund is Appropriate**

12 Plaintiff's Counsel is entitled to recover reasonable attorneys' fees and costs as a matter of
13 right under PAGA. (See Lab. Code, § 2699(g)(1).) Plaintiff's Counsel is also entitled to fees and
14 costs under Code of Civil Procedure section 1021.5, as this PAGA action is "for the benefit" of
15 other and secures substantial monetary recovery of State of California and the PAGA Members.
16 (See *Estrada v. FedEx Ground Package Sys. Inc.* (2007) 154 Cal.App.4th 1, 16-17.) Where the
17 amount of a settlement is a "certain easily calculable sum of money," California courts may
18 calculate attorneys' fees as a reasonable percentage of the settlement created. (See *Dunk v. Ford*
19 *Motor Co.* (1996) 48 Cal.App.4th 1794, 1808.) The ultimate goal is the award of a "reasonable" fee
20 to compensate counsel for their efforts, irrespective of the method of calculation. (*Apple Computer,*
21 *Inc. v. Super. Ct.* (2005) 126 Cal.App.4th 1253, 1270.)

22 Here, the Settlement provides for Attorneys' Fees to Plaintiff's Counsel of \$175,000, i.e.,
23 35% of the Gross Settlement Amount, subject to Court approval. (Settlement Agreement § 1.12.)
24 The requested fee award is well within the range of reasonableness. Plaintiffs' Counsel risked
25 substantial economic loss when they took this case on a contingency basis, knowing that there
26 would likely be a long battle with an aggressive and competent defense counsel. Plaintiffs' counsel
27 litigated the case for over two years. As a result of Plaintiff's Counsel's willingness to take on this
28 risk and their efforts in prosecuting this case, the State and PAGA Members will receive a

substantial recovery for violations that would otherwise have gone unaddressed. (Robinson Decl. ¶ 26.)

Accordingly, the requested fee award: (1) is consistent with the private marketplace where contingent-fee attorneys are customarily compensated on such a basis; (2) aligns the interests of Plaintiff's counsel, the State of California, and PAGA Members in achieving the maximum possible resolution of the case; (3) encourages the most efficient resolution of the litigation by providing an incentive for early, yet fair and reasonable settlement; and (4) reflects the work performed, risks incurred, results obtained, and experience of Plaintiff's Counsel in handling similar matters. Plaintiff's Counsel has obtained a fair recovery for the State of California and Aggrieved Employees, which justifies a fee award based on the 35% of the common fund. (Robinson Decl. ¶ 27.)

B. The Requested Fee Award is Reasonable Based on Multiple Factors

Multiple factors may be considered in determining whether fee awards are reasonable in a common fund case, including (1) the time and labor required; (2) the skill to perform legal services; (3) the value, amount and results achieved; and (4) whether the fee is fixed or contingent. (*Camden I Condominium Association, Inc. v. Dunkle* (11th Cir. 1991) 946 F.2d 768, 772.) Evaluation of these factors shows that the fees award requested here is reasonable and should be approved.

1. Time and Labor Required

Plaintiffs' Counsel has extensive experience in the handling of complex employment class actions and PAGA Actions. (Robinson Decl. ¶ 28.) Plaintiffs' Counsel have aggressively litigated this case from the initial pleading in April 2022 to the settlement of this Action. The ongoing work performed by Plaintiffs' Counsel has been extensive, complex, and ultimately successful in achieving a fair settlement for the Aggrieved Employees and the State. Plaintiffs' Counsel actively participated in this litigation, attending multiple client meetings and witness interviews, attending court hearings, conducting legal research on unanticipated and remote legal defenses, participating in case strategy and analysis, drafting, reviewing, and revising pleadings and other documents, opposing a motion to compel arbitration, proceeding to binding arbitration, and attending an arbitration proceeding. (Robinson Decl. ¶ 28.) Plaintiffs' Counsel conducted extensive discovery,

1 including responding to written discovery, propounding written discovery, preparing Plaintiffs for
2 deposition and defending depositions, and preparing notices for ten depositions of Defendants'
3 representatives. (Robinson Decl. ¶ 28.) Plaintiffs' counsel also conducted extensive informal
4 discovery and obtained hundreds of pages of wage records. (Robinson Decl. ¶ 28.) Plaintiffs'
5 counsel researched defenses raised by Defendants, investigated Defendants' policies, practices, and
6 procedures, reviewed hundreds of documents, and analyzed a substantial sampling of time and
7 payroll data. (Robinson Decl. ¶ 28.) Plaintiffs' Counsel spent an extensive amount of time working
8 with the wage expert regarding the claims and analysis. (Robinson Decl. ¶ 28.) Plaintiffs' counsel
9 spent an extensive amount of time preparing for mediation and attending a full day mediation.
10 (Robinson Decl. ¶ 28.) Plaintiffs' counsel also spent several days after mediation engaging in
11 settlement discussions with Defendants' counsel. (Robinson Decl. ¶ 28.) Further, Plaintiffs'
12 Counsel spent significant time drafting and revising the Settlement presented to the Court.
13 (Robinson Decl. ¶ 28.) A settlement was finally achieved despite all of the obstacles that had to be
14 overcome, because Plaintiffs' Counsel used their complex wage-and-hour litigation experience and
15 skills to obtain the Settlement. (Robinson Decl. ¶ 28.)

16 2. The Skill to Perform Legal Services

17 The skill required to properly litigate this case is evident not only in the results achieved, but
18 in the steps necessary to reach this result. Defendants retained well-respected counsel and
19 vigorously denied liability. Indeed, Defendants and their Counsel felt strongly about Defendants'
20 ability to prevail and mounted several defenses that posed significant threats to Plaintiff's claims,
21 challenged the theories of Plaintiffs' Counsel, and promised a strong defense moving forward.
22 Defendants' counsel took the position that the time and pay records evidenced that Plaintiffs were
23 properly paid for all hours worked, properly paid daily and weekly overtime, provided complete
24 and accurate wages statements, and provided all personal protective equipment. (Robinson Decl. ¶
25 29.) Further, Defendants argued that the company's policies and California Supreme Court
26 precedent establish that it was Plaintiffs' responsibility to ensure that they took their daily meal and
27 rest breaks, and to report to the company if they could not do so. (Robinson Decl. ¶ 29.) Lastly,
28 Defendants' argued that Plaintiffs and the aggrieved employees certified on all time records that

1 they had taken their meal and rest breaks. (Robinson Decl. ¶ 29.) In order to evaluate these
2 claims and defenses, Plaintiffs' Counsel were required to review and analyze a tremendous amount
3 of data to determine Defendants' underlying practices and liability, a complex process that took
4 considerable time, energy, and knowledge. This complicated analysis required substantial skill, but
5 Plaintiffs' Counsel were able to successfully navigate these challenges because of their extensive
6 experience in complex wage and hour litigation. This settlement, against experienced defense
7 counsel, and despite the existence of several strong defenses, was made possible through Plaintiff's
8 Counsel's skill and reputation in complex employment matters. (Robinson Decl. ¶ 29.)

9 3. The Value, Amount, and Results Achieved

10 The Settlement represents a fair resolution of this case given the risks inherent in litigating it
11 through trial and possible appeals. Although Plaintiffs' Counsel predict that Plaintiffs would prevail
12 at trial, several risks reduced value of the case. Had the case not settled, Plaintiffs anticipate
13 Defendants would have challenged that Plaintiffs were aggrieved employees in arbitration which
14 would therefore preclude their ability to prosecute the representative PAGA claim, challenged
15 manageability of the case, disputed Plaintiffs' contentions on the merits, and sought reduction in the
16 amount of penalties. Preparing the case for trial would have been expensive and risky. In contrast,
17 settlement at this stage guarantees immediate recovery for the State of California and the Aggrieved
18 Employees. Despite the challenges Plaintiffs still faced, Defendants agreed to pay a Gross
19 Settlement Amount of at least \$500,000. This is an outstanding result for a settlement limited to
20 penalties arising under PAGA and which does not affect the Aggrieved Employees' individual
21 wage claims. (Robinson Decl. ¶ 30.)

22 4. Whether the Fee is Fixed or Contingent

23 Whether the representation was provided on a contingency basis, as it was in this case, is an
24 important factor. A contingent fee must be higher than a fee for the same legal services paid as they
25 are performed. (*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823.) This case was litigated on a
26 contingency basis. If Plaintiff's Counsel had been unsuccessful, they would not receive any fee or
27 recover any portion of their expenses spent litigating this matter over a period of more than two
28

1 years. Plaintiffs' Counsel have borne all risks and costs associated with the litigation and will not
2 receive any compensation until recovery is obtained. (Robinson Decl. ¶ 30.)

3 **C. The Requested Fee is Reasonable Under a Lodestar Analysis**

4 While the percentage-of-the-benefit approach may be endorsed as the better approximation
5 of the workings of the marketplace than the Lodestar approach, courts may also use the lodestar
6 method to "cross-check" the results of the other. Here, the Lodestar is calculated based on
7 reasonable hours at reasonable prevailing hourly rates for the attorneys who worked on these
8 matters. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1131-32.) Counsel is entitled to compensation
9 for every hour reasonably spent on the matter. (*Id.* at p. 1133.)

10 **1. Counsel Spent a Reasonable Amount of Time**

11 Reasonableness of hours is assessed by "the entire course of the litigation, including pretrial
12 matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]" (*Vo v. Las*
13 *Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.) This case was highly contested,
14 as Defendants raised significant defenses and denied liability. Plaintiffs' Counsel invested
15 significant time and labor into this matter. The services provided include, but were not limited to
16 attending client meetings, attending court hearings, conducting legal research on unanticipated and
17 remote legal defenses, participating in case strategy and analysis, drafting, reviewing, and revising
18 pleadings and other documents, opposing a Motion to Compel Arbitration, responding to written
19 discovery, preparing written discovery, preparing two Plaintiffs for deposition, defending Plaintiffs'
20 depositions, preparing deposition notices for defendants, participating in arbitration hearings, and
21 attending a full day mediation. Plaintiff's Counsel conducted extensive informal discovery,
22 researched defenses raised by Defendant investigated Defendant's policies, practices, and
23 procedures, reviewed hundreds of documents, and analyzed a substantial sampling of time and
24 payroll data, and meeting with a wage expert. As noted above, Plaintiff's Counsel also spent
25 significant time drafting and revising the Settlement presented to the Court. A settlement was
26 finally achieved despite all of the obstacles that had to be overcome, because Plaintiff's Counsel
27 used their complex wage-and-hour litigation experience and skills to obtain the Settlement.
28 Plaintiff's Counsel conservatively expended a total of 467.5 hours between four attorneys on this

1 matter over a period of 30 months. The time spent on this matter was time Plaintiffs' Counsel could
2 not spend on other cases or performing other tasks. Plaintiffs' Counsel also bore the significant risk
3 that, despite all their efforts, there might ultimately be no recovery. Accordingly, Plaintiffs' Counsel
4 has spent a reasonable number of hours working on this matter. (Robinson Decl. ¶ 31.)

5 2. Plaintiff's Counsel's Hourly Rate is Reasonable

6 California courts recognize that attorneys should be compensated for providing
7 representation on a contingency basis and for taking on the risks associated with the representation,
8 as well as being provided with financial incentives to enforce important rights and protections like
9 those at issue in this Action. (See *Ketchum*, *supra*, 24 Cal.4th at p. 1132-33.) In awarding
10 attorneys' fees, the aim is to mirror "the established practice in the private legal market of
11 rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal
12 hourly rates for winning contingency cases." (*Id.*)

13 As previously discussed, Plaintiffs' Counsel have been actively involved in the Action from
14 the filing of the initial complaint to completing these final approval papers. Plaintiffs' Counsel
15 invested time and bore the risk that there could have been no recovery. Ultimately, Plaintiffs'
16 Counsel was successful in reaching a settlement of \$500,000 on behalf of the State and Aggrieved
17 Employees.

18 Here, the use of a blended rate of at least \$500.00 is appropriate based on the complexity of
19 this matter and the professional background and experience of Plaintiff's Counsel. Plaintiffs'
20 Counsel Michael Robinson has over thirty years of experience, counsel Orion Robinson has
21 approximately eleven years of experience, Michael B. Yee with approximately twelve years of
22 experience, and William Boyd with approximately one year of experience. Michael Robinson,
23 Orion Robinson, and Michael Yee serve as plaintiff's counsel and defense counsel on multiple class
24 action and PAGA cases. (Robinson Decl. ¶ 32.) If Plaintiffs' counsel was billing at an hourly rate,
25 the total amount of attorney's fees would be \$233,750.00, Plaintiff's Counsel, however, is only
26 requesting \$175,000 in attorneys' fees. (Robinson Decl. ¶ 33.)

27 //

28 //

D. The Requested Costs Are Fair and Reasonable

Plaintiffs' Counsel requests the reimbursement of the costs incurred litigating this case in the total amount of \$13,709. These costs include filing fees, expert witness fees, wage analysis, mediation, and other costs associated with the Action.. This is not taking into account any future costs that will be necessary in order to successfully resolve this Action including costs associated with the filing of this joint stipulation and additional costs for filing declarations following distribution of the Gross Settlement Amount. These costs are less than allocated under the Settlement and were necessary for the prosecution of the Action. Accordingly, Plaintiff respectfully requests these costs be reimbursed in full. (Robinson Decl. ¶ 34.)

VII. THE ADMINISTRATION COSTS ARE FAIR AND REASONABLE

Subject to Court approval, the Parties have agreed to utilize Phoenix to handle administration of the Settlement. The total fees and expenses of the Settlement Administrator shall not exceed \$7,750.00. These costs include, but are not limited to, expenses for preparing, translating the cover letter to Spanish, printing and mailing the cover letter in English and Spanish and sending checks to the Aggrieved Employees, performing skip-traces; remailing returned payments; and handling inquiries from Aggrieved Employees regarding the Settlement. Plaintiffs therefore respectfully requests that the Court approve payment of administration costs in the amount of \$7,750.00 to Phoenix. (Robinson Decl. ¶ 35.)

//

//

//

//

//

//

//

//

//

VIII. CONCLUSION

THE PARTIES THERFORE STIPULATE AND JOINTLY REQUEST that for the foregoing reasons, the Court grant this Joint Stipulation and issue an Order approving the parties' Settlement in accordance with the Labor Code Private Attorneys General Act and Enter Judgment.

DATED: October 24, 2024

ROBINSON DI LANDO
A Professional Law Corporation

By:

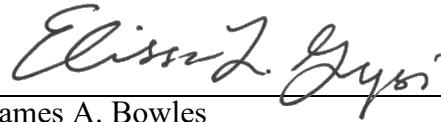


Michael C. Robinson, Jr.
Orion S. Robinson
Attorneys for Plaintiffs
MARIA NAVARRETE and GUILLERMINA
GUTIERREZ

DATED: October 24, 2024

HILL, FARRER & BURRILL LLP

By:



James A. Bowles
Elissa L. Gysi
Attorneys for Defendants

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, state of California. I am over the age of 18 and not a party to the within action; my business address is 801 South Grand Avenue, Suite 500, Los Angeles, California 90017.

On **October 24, 2024**, I served the foregoing document(s) described as **JOINT STIPULATION FOR AN ORDER APPROVING SETTLEMENT UNDER CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT AND ENTERING JUDGMENT (LABOR CODE § 2698 ET SEQ.)**, in this action as follows:

HILL, FARRER & BURRILL, LLP James A. Bowles Elissa L. Gysi One California Plaza, 37th Floor 300 South Grand Avenue Los Angeles, CA 90071-3147 Telephone: (213) 620-0460 Fax: (213) 624-4840 Email: dgabai@hfbllp.com; jbowles@hfbllp.com; rreeder@hfbllp.com; egysi@hfbllp.com; rzuniga@hfbllp.com;	<i>Attorneys for Defendants</i> <i>DECORE-ATIVE SPECIALTIES;</i> <i>DECOREATIVE SPECIALTIES NC, LLC;</i> <i>JACK LANSFORD SR; JACK LANSFORD JR.</i>
---	--

☒ BY PLACING ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) to the notification address(es) of record and transmitting via:

☐ U.S. MAIL: I caused such envelope(s) to be delivered by first-class mail. I am "readily familiar" with the firm's practice of collection and processing mail. It is deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ OVERNIGHT DELIVERY: I caused such envelope(s) to be delivered by overnight delivery by close of business the next business day.

☐ PERSONAL DELIVERY: I caused such envelope(s) to be delivered by hand to the notification address(es) of record by an employee or independent contractor of a registered California process service.

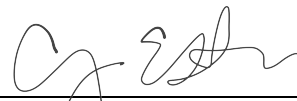
☐ FACSIMILE TRANSMISSION: I caused a true copy thereof to be served via facsimile machine to the notification facsimile number(s) of record before close of business. the facsimile machine I used complied with California Rules of Court, Rule 2.301(2), and the transmission was reported as complete and without error by a transmission report issued immediately upon completion of transmittal.

☒ ELECTRONIC TRANSMISSION: I electronically transmitted a true and correct copy thereof to the email address(es) of record before close of business for the purpose of effecting service and the transmission was reported as complete and without error.

☒ STATE: I declare that under penalty of perjury under the laws of the state of California that the above is true and correct.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Executed on **October 24, 2024**, at Los Angeles, California.


Cindy Estrada