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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, Dept. 17]

**DECLARATION OF MICHAEL C.
ROBINSON IN SUPPORT OF JOINT
STIPULATION FOR AN ORDER
APPROVING SETTLEMENT UNDER
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT AND
ENTERING JUDGMENT**

*[Concurrently filed with Joint Stipulation;
[Proposed] Order; Declaration of Jodey
Lawrence]*

Complaint Filed: April 25, 2022

Trial Date: None Set

DECLARATION OF MICHAEL C. ROBINSON

I, Michael C. Robinson, declare:

1. I am an attorney admitted to practice before all courts of the State of California. I am a founding shareholder and the president at Robinson Di Lando, A Professional Law Corporation, counsel for plaintiffs Maria Navarrete and Guillermina Gutierrez (“Plaintiffs”). I make this declaration in support of the Joint Stipulation for An Order Approving Settlement Under California Labor Code Private Attorneys General Act and Entering Judgment. I have personal knowledge of the facts set forth in this Declaration based on my involvement in the case since its inception as one of two primary handling attorneys. If called as a witness, I could and would testify competently under oath regarding the facts set forth herein.

I. FACTUAL BACKGROUND

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

3. On or about April 25, 2022 and April 29, 2022, Plaintiffs filed a letter with the Labor and Workforce Development Agency (“LWDA”) and provided copies of this letter to Defendants via certified mail, asserting claims for Defendants’ alleged violations of Labor Code Sections 2699.5, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1102.5, 1174, 1194, 1197, 1197.1, 1198.5, 2802, and 2699. On or about October 22, 2024, Plaintiffs filed an amended notice with the LWDA to include claims for failure to pay overtime at the proper rate under Labor Code sections 558, 1197.1, failure to pay accrued vacation wage under Labor Code section 227.3, failure to pay timely pay wages during employment under Labor Code section 204, and failure to properly pay sick pay under Labor Code section 246. Attached hereto as Exhibit A, please find the

1 aforementioned letters.

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

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

- 11 • PAGA List – hire date, separation of employment date (if applicable), final rate of
12 pay, and job position for all non-exempt employees ("PAGA Members") that worked
13 for Decore-Ative in California during the period of April 25, 2021 through the present
14 date (the "PAGA Period"). Names may be excluded and replaced with identifying
15 numbers. Please provide the Class List in Excel format.
- 16 • All documents related to Plaintiffs' time records (that have not been produced).
- 17 • Time Records – a random 20% sample of PAGA Members' time record data in its
18 native electronic form. Further, please include identifying numbers on the time
19 records in lieu of employee names.
- 20 • Payroll Records – a random 20% sample of PAGA Members' itemized wage
21 statements. The sample should be for the same employees selected for the Time
22 Records sample and include the identifying numbers.
- 23 • Meal Waivers - a copy of any meal waiver in effect during the PAGA period.
24 Please also identify the number of PAGA Members who allegedly signed meal period
25 waivers.
- 26 • Policies and Procedures – Any and all manuals, handbooks, orientation materials,
27 rules, regulations, policies, procedures, notices, posters, acknowledgment forms,
28 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.

6. The requested records were produced by Defendants and provided to Plaintiff's retained wage expert for review and analysis. On June 4, 2024, the Parties participated in a full day mediation with Mark Lemke, Esq. 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.

II. SETTLEMENT TERMS

7. 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. "PAGA Period" means the period of time commencing on April 25, 2021 through June 4, 2024.

8. There are approximately 877 Aggrieved Employees. 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. 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. 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%). Attached hereto as exhibit B, please find the Settlement Agreement.

9. In accordance with Labor Code section 2699(1)(2), a copy of the proposed Settlement Agreement, as well as information regarding the approval hearing on this matter were 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. Attached hereto as Exhibit "C" is a copy of the submitted documents.

10. 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. 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.

11. The Administrator will report the Individual PAGA Payments on IRS 1099 forms.

12. 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.

13. 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. 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. The Administrator will issue checks for the Individual PAGA Payments and send them to Aggrieved Employees via First Class U.S. Mail, postage prepaid. 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. Before mailing any checks, the Administrator must update the recipients' mailing address using the National Change of Address Database. The Administrator must conduct an address search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. For any Aggrieved employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved employee.

1 14. Upon the Court’s approval of this Settlement, Aggrieved Employees shall release
2 Defendant and the Released Parties from the following Released Claims:

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

17 15. The mailing of the Individual PAGA Payments checks to the Aggrieved Employees
18 will be sent under a cover letter substantially similar in content and form to the proposed cover letter
19 attached hereto “Exhibit D”.

20 **III. THE SETTLEMENT IS FAIR AND REASONABLE**

21 16. Before bringing a civil action under PAGA, an employee must comply with the notice
22 requirements described in Labor Code section 2699.3. Plaintiffs complied with this requirement.

23 17. The Settlement Agreement and this Joint Stipulation, along with supporting papers,
24 are being submitted to the California Labor and Workforce Development Agency, as required by
25 California Labor Code section 2699 (1)(2).

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

1 19. Prior to mediation, both Plaintiffs and Defendants served formal written discovery for
2 relevant wage records. Further, Plaintiffs were deposed. Through informal discovery, Plaintiff's
3 counsel obtained a random sampling of time and payroll records for the Aggrieved Employees, as
4 well as information regarding the total number of employees, the number of current and former
5 employees, the number of pay periods worked within the relevant time period, company policies and
6 procedures related to wage and hour, meal waivers, and other relevant information. Plaintiff's
7 counsel retained a wage expert to review the records and conduct an analysis regarding Plaintiff's
8 claims. This allowed Plaintiffs' counsel to conduct an informed assessment and analysis of
9 Defendants' potential exposure.

10 20. The Parties briefed their positions regarding the strengths and weaknesses of
11 Plaintiffs' claims and Defendants' defenses, provided their analyses to each other and the mediator,
12 and debated the merits of their respective positions at mediation. Furthermore, negotiations were
13 conducted by capable counsel who have strong records of effective advocacy in wage and hour
14 litigation.

15 21. Plaintiff's counsel, with over thirty years of experience, has represented both
16 plaintiffs and defendants in wage and hour litigation, including class action wage claims, PAGA
17 claims, and individual wage and hour claims. Plaintiff's counsel had sufficient information and
18 experience to act competently in negotiating settlement.

19 22. Based on a careful analysis of payroll and time punch data provided through
20 Defendant's counsel, Plaintiff estimated there are about 877 aggrieved employees who incurred
21 approximately 67,436 pay periods through June 4, 2024. Plaintiffs' Counsel reviewed and analyzed
22 an extensive sampling of time records, payroll records, and other relevant documents and data and,
23 based on the discovery provided, estimated with all claims adjudicated in favor of Plaintiffs to be
24 around, Defendant faced an estimated maximum liability of approximately \$3 million - \$4 million in
25 penalties arising from the alleged Labor Code Violations. But during mediation and settlement
26 negotiations, Defendants raised several issues which impacted the risks attendant to proceeding with
27 the PAGA claims through trial which Plaintiff had to take into consideration for a more realistic
28 penalties analysis.

23. Plaintiffs' Counsel also recognized that protracted litigation of the alleged claims would be expensive, time-consuming, and uncertain. To prove liability and damages, Plaintiffs will be required to conduct additional extensive discovery, conduct numerous depositions, request and analyze thousands of pages of documents, obtain the Aggrieved Employees' contact information, contact these employees, and obtain numerous declarations at great expense. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendants would likely be able to obtain the cooperation of its employees. And even if Plaintiffs prevailed at trial, possible appeals could delay recovery. Accordingly, there is a significant risk that Plaintiffs could ultimately recover nothing despite protracted litigation.

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

25. After considering these many factors, Plaintiffs and Plaintiffs' Counsel concluded that it was in the best interest of the State of California and the Aggrieved employees to enter into the Settlement. The overall relief obtained by the Settlement is significant not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote

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

IV. THE REQUESTED ATTORNEYS' FEES PAYMENT IS FAIR AND REASONABLE, AND IT SHOULD BE APPROVED

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

27. 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.

28. Plaintiffs' Counsel has extensive experience in the handling of complex employment class actions and PAGA Actions. 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. Plaintiffs' Counsel conducted extensive discovery, including responding to written discovery, propounding written discovery, preparing Plaintiffs for deposition and defending depositions, and preparing notices for ten depositions of Defendants' representatives. Plaintiffs' counsel also conducted extensive informal discovery and obtained hundreds of pages of wage records. Plaintiffs' counsel researched defenses raised by Defendants, investigated Defendants' policies, practices, and procedures, reviewed hundreds of documents, and analyzed a substantial sampling of time and payroll data. Plaintiffs' Counsel spent an extensive amount of time working with the wage expert regarding the claims and analysis. Plaintiffs' counsel spent an extensive amount of time preparing for mediation and attending a full day mediation. Plaintiffs' counsel also spent several days after mediation engaging in settlement discussions with Defendants' counsel. Further, Plaintiffs' Counsel spent significant time drafting and revising the Settlement presented to the Court. A settlement was finally achieved despite all of the obstacles that had to be overcome, because Plaintiffs' Counsel used their complex wage-and-hour litigation experience and skills to obtain the Settlement.

29. The skill required to properly litigate this case is evident not only in the results achieved, but in the steps necessary to reach this result. Defendants retained well-respected counsel and vigorously denied liability. Indeed, Defendants and their Counsel felt strongly about Defendants' ability to prevail and mounted several defenses that posed significant threats to

Plaintiff's claims, challenged the theories of Plaintiffs' Counsel, and promised a strong defense moving forward. Defendants' counsel took the position that the time and pay records evidenced that Plaintiffs were properly paid for all hours worked, properly paid daily and weekly overtime, provided complete and accurate wages statements, and provided all personal protective equipment. Further, Defendants argued that the company's policies and California Supreme Court precedent establish that it was Plaintiffs' responsibility to ensure that they took their daily meal and rest breaks, and to report to the company if they could not do so. Lastly, Defendants' argued that Plaintiffs and the aggrieved employees certified on all time records that they had taken their meal and rest breaks. In order to evaluate these claims and defenses, Plaintiffs' Counsel were required to review and analyze a tremendous amount of data to determine Defendants' underlying practices and liability, a complex process that took considerable time, energy, and knowledge. This complicated analysis required substantial skill, but Plaintiffs' Counsel were able to successfully navigate these challenges because of their extensive experience in complex wage and hour litigation. This settlement, against experienced defense counsel, and despite the existence of several strong defenses, was made possible through Plaintiff's Counsel's skill and reputation in complex employment matters.

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

Whether the representation was provided on a contingency basis, as it was in this case, is an

important factor. A contingent fee must be higher than a fee for the same legal services paid as they are performed. (*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823.) This case was litigated on a contingency basis. If Plaintiff's Counsel had been unsuccessful, they would not receive any fee or recover any portion of their expenses spent litigating this matter over a period of more than two years. Plaintiffs' Counsel have borne all risks and costs associated with the litigation and will not receive any compensation until recovery is obtained.

31. Reasonableness of hours is assessed by "the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]" (*Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.) This case was highly contested, as Defendants raised significant defenses and denied liability. Plaintiffs' Counsel invested significant time and labor into this matter. The services provided include, but were not limited to attending client meetings, 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, responding to written discovery, preparing written discovery, preparing two Plaintiffs for deposition, defending Plaintiffs' depositions, preparing deposition notices for defendants, participating in arbitration hearings, and attending a full day mediation. Plaintiff's Counsel conducted extensive informal discovery, researched defenses raised by Defendant investigated Defendant's policies, practices, and procedures, reviewed hundreds of documents, and analyzed a substantial sampling of time and payroll data, and meeting with a wage expert. As noted above, Plaintiff's Counsel also spent significant time drafting and revising the Settlement presented to the Court. A settlement was finally achieved despite all of the obstacles that had to be overcome, because Plaintiff's Counsel used their complex wage-and-hour litigation experience and skills to obtain the Settlement. Plaintiff's Counsel conservatively expended a total of 467.5 hours between four attorneys on this matter over a period of 30 months. The time spent on this matter was time Plaintiffs' Counsel could not spend on other cases or performing other tasks. Plaintiffs' Counsel also bore the significant risk that, despite all their efforts, there might ultimately be no recovery. Accordingly, Plaintiffs' Counsel has spent a

1 reasonable number of hours working on this matter.

2 32. Here, the use of a blended rate of at least \$500.00 is appropriate based on the
3 complexity of this matter and the professional background and experience of Plaintiff's Counsel.
4 Plaintiffs' Counsel Michael Robinson has over thirty years of experience, counsel Orion Robinson
5 has approximately eleven years of experience, Michael B. Yee with approximately twelve years of
6 experience, and William Boyd with approximately one year of experience. Michael Robinson,
7 Orion Robinson, and Michael Yee serve as plaintiff's counsel and defense counsel on multiple class
8 action and PAGA cases.

9 33. If Plaintiffs' counsel was billing at an hourly rate, the total amount of attorney's fees
10 would be \$233,750.00, Plaintiff's Counsel, however, is only requesting \$175,000 in attorneys' fees.

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

19 **V. THE ADMINISTRATION COSTS ARE FAIR AND REASONABLE**

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

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

3 Executed on October 22, 2024, at Los Angeles, California.

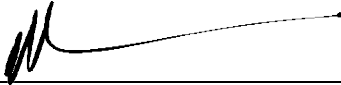
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5 
6 _____
Michael C. Robinson

Exhibit A

April 25, 2022

Filed Electronically

Labor and Workforce Development Agency/ Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: **Notice Letter of Guillermina Gutierrez on Behalf of Herself and Aggrieved
Employees under California Labor Code Section 2699.3**

Employer:

DECORE-ATIVE SPECIALTIES
4414 N. AZUSA CANYON ROAD
IRWINDALE, CA 91706

DECORE-ATIVE SPECIALTIES NC LLC
2772 SOUTH PECK ROAD
MONROVIA, CA 91016

Dear Representative:

This letter constitutes notice under Labor Code section 2699.3 (the "PAGA Notice"). It is submitted online with the Labor and Workforce Development Agency ("LWDA") and accompanied by the \$75 filing fee required under Labor Code section 2699.3, subdivision (a)(1)(B). Copies of the PAGA Notice are sent via certified mail to the employer(s) listed above.

The PAGA Notice involves Guillermina Gutierrez ("Employee" or "Ms. Gutierrez") and other aggrieved employees who were employed by DECORE-ATIVE SPECIALTIES and DECORE-ATIVE SPECIALTIES NC LLC (collectively as "Employer"). Employee seeks to represent all persons who were employed by Employer and suffered one or more of the alleged Labor Code violations committed by Employer (i.e., other aggrieved employees), as described below.

Ms. Gutierrez has worked for Employer since on or around September 2019 through October 1, 2021 as an hourly factory worker. Other aggrieved employees that Employee seeks to represent are all other non-exempt employees of Employer. In return, Employer paid (or purported to pay) Employee and other aggrieved employees an hourly wage for their services.

Aggrieved employees were regularly compensated an amount less than the wages earned. Aggrieved employees were regularly forced to work off-the-clock, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Employer unlawfully withheld wages of aggrieved employees, including but not limited to, unlawfully deducting wages earned and penalizing aggrieved employees by deducting wages earned. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 1194 and 1197 and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code, including, without limitation, Sections 1194 and 1194.2. Employer paid aggrieved employees set amount of wages and not an amount equal to the hours worked and the wages earned. Employer is also liable for civil penalties under Labor Code sections 558, 1197.1, and 2699.

Aggrieved employees were not paid owed overtime wages for working over eight hours in a workday, over forty hours in a workweek, over twelve hours in a workday, the first eight hours on the seventh consecutive workday in a workweek, and/or over eight hours on the seventh consecutive workday in a workweek. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 510, 1194, and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to provide aggrieved employees with a thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of five hours in a workday, and a second thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of ten hours in a workday. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely meal periods, which payments are required by California law. Employer would not permit Employee to use the restroom during work hours. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 512 and the applicable Wage Orders, entitling aggrieved employees to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to authorize and permit aggrieved employees with a timely, full, and uninterrupted ten-minute rest period per four hours of work (or major fraction thereof) as required by the applicable Wage Orders. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely rest periods, which payments are required by California law. Employer would not allow Employee to use the restroom during work hours. Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Aggrieved employees were regularly compensated an amount less than the wages earned. The unlawful wages practices included, but were not limited to, aggrieved employees were regularly forced to work off-the-clock, had wages unlawfully deducted, were not paid all wages earned, were not paid for all hours worked, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Aggrieved employees were not compensated owed overtime wages. Further, aggrieved employees were not paid meal and rest period premiums for break violations. For any employees that did receive wage statements, the aggrieved employees' wage statements did not accurately show all of the information required under Labor Code section 226, subdivision (a), including the gross wages earned, the total hours worked by the employee, the net wages earned, and the rates of pay at which wages should have been paid. The wage statements also did not include the aggrieved employees' properly named employer and other employee information required by Labor Code section 226(a). Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to penalties under Labor Code section 226, subdivision (e). Employer is also liable for civil penalties under Labor Code sections 226.3, 558, and 2699.

Aggrieved employees were not paid all wages owed at the time of employment separation. Those wages were not timely paid to aggrieved employees upon separation. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 201, 202, and 203, entitling the aggrieved employees to waiting-time penalties under Labor Code section 203, subdivision (a). Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employee complained about the unlawful wage practices as set forth above to Employer and was retaliated for complaining. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 1102.5, entitling Employee to damages under the Labor Code, including, without limitation, Sections 1102.5 and 98.6. Employer is also liable for civil penalties under Labor Code sections 2699 and 98.6. Employee was not reimbursed for business expenses incurred during her employment. Employer is liable for civil penalties as a result of the failure to reimburse for business expenses.

In accordance with Labor Code section 2699.3, subdivision (a)(2)(A), please notify us within 60 calendar days of the postmarked date of the PAGA Notice as to whether the LWDA intends to investigate the violations alleged above. Our understanding is that if we do not receive a notice within 65 calendar days of the postmarked date of the PAGA Notice, Employee may commence a civil action against Employer, on behalf of himself and other aggrieved employees, under Labor Code section 2699.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Orion S. Robinson

OSR:mbv

cc: (Via Certified Mail Return Receipt Requested)

DECORE-ATIVE SPECIALTIES
4414 N. AZUSA CANYON ROAD
IRWINDALE, CA 91706

DECORE-ATIVE SPECIALTIES NC LLC
2772 SOUTH PECK ROAD
MONROVIA, CA 91016

April 29, 2022

Filed Electronically

Labor and Workforce Development Agency / Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: **Notice Letter of Maria Navarrete on Behalf of Herself and Aggrieved Employees
under California Labor Code Section 2699.3**

Employer:

DECORE-ATIVE SPECIALTIES
4414 N. AZUSA CANYON ROAD
IRWINDALE, CA 91706

DECORE-ATIVE SPECIALTIES NC LLC
2772 SOUTH PECK ROAD
MONROVIA, CA 91016

Dear Representative:

This letter constitutes notice under Labor Code section 2699.3 (the "PAGA Notice"). It is submitted online with the Labor and Workforce Development Agency ("LWDA") and accompanied by the \$75 filing fee required under Labor Code section 2699.3, subdivision (a)(1)(B). Copies of the PAGA Notice are sent via certified mail to the employer(s) listed above.

The PAGA Notice involves Maria Navarrete ("Employee" or "Ms. Navarrete") and other aggrieved employees who were employed by DECORE-ATIVE SPECIALTIES and DECORE-ATIVE SPECIALTIES NC LLC (collectively as "Employer"). Employee seeks to represent all persons who were employed by Employer and suffered one or more of the alleged Labor Code violations committed by Employer (i.e., other aggrieved employees), as described below.

Ms. Navarrete has worked for Employer since on or around February 16, 2021 through October 17, 2021 as an hourly factory worker. Other aggrieved employees that Employee seeks to represent are all other non-exempt employees of Employer. In return, Employer paid (or purported to pay) Employee and other aggrieved employees an hourly wage for their services.

Aggrieved employees were regularly compensated an amount less than the wages earned. Aggrieved employees were regularly forced to work off-the-clock, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Employer unlawfully withheld wages of aggrieved employees, including but not limited to, unlawfully deducting wages earned and penalizing aggrieved employees by deducting wages earned. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 1194 and 1197 and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code, including, without limitation, Sections 1194 and 1194.2. Employer paid aggrieved employees set amount of wages and not an amount equal to the hours worked and the wages earned. Employer is also liable for civil penalties under Labor Code sections 558, 1197.1, and 2699.

Aggrieved employees were not paid owed overtime wages for working over eight hours in a workday, over forty hours in a workweek, over twelve hours in a workday, the first eight hours on the seventh consecutive workday in a workweek, and/or over eight hours on the seventh consecutive workday in a workweek. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 510, 1194, and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to provide aggrieved employees with a thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of five hours in a workday, and a second thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of ten hours in a workday. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely meal periods, which payments are required by California law. Employer would not permit Employee to use the restroom during work hours. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 512 and the applicable Wage Orders, entitling aggrieved employees to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to authorize and permit aggrieved employees with a timely, full, and uninterrupted ten-minute rest period per four hours of work (or major fraction thereof) as required by the applicable Wage Orders. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely rest periods, which payments are required by California law. Employer would not allow Employee to use the restroom during work hours. Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Aggrieved employees were regularly compensated an amount less than the wages earned. The unlawful wages practices included, but were not limited to, aggrieved employees were regularly forced to work off-the-clock, had wages unlawfully deducted, were not paid all wages earned, were not paid for all hours worked, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Aggrieved employees were not compensated owed overtime wages. Further, aggrieved employees were not paid meal and rest period premiums for break violations. For any employees that did receive wage statements, the aggrieved employees' wage statements did not accurately show all of the information required under Labor Code section 226, subdivision (a), including the gross wages earned, the total hours worked by the employee, the net wages earned, and the rates of pay at which wages should have been paid. The wage statements also did not include the aggrieved employees' properly named employer and other employee information required by Labor Code section 226(a). Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to penalties under Labor Code section 226, subdivision (e). Employer is also liable for civil penalties under Labor Code sections 226.3, 558, and 2699.

Aggrieved employees were not paid all wages owed at the time of employment separation. Those wages were not timely paid to aggrieved employees upon separation. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 201, 202, and 203, entitling the aggrieved employees to waiting-time penalties under Labor Code section 203, subdivision (a). Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employee complained about the unlawful wage practices as set forth above to Employer and was retaliated for complaining. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 1102.5, entitling Employee to damages under the Labor Code, including, without limitation, Sections 1102.5 and 98.6. Employer is also liable for civil penalties under Labor Code sections 2699 and 98.6. Employee was not reimbursed for business expenses incurred during her employment. Employer is liable for civil penalties as a result of the failure to reimburse for business expenses.

In accordance with Labor Code section 2699.3, subdivision (a)(2)(A), please notify us within 60 calendar days of the postmarked date of the PAGA Notice as to whether the LWDA intends to investigate the violations alleged above. Our understanding is that if we do not receive a notice within 65 calendar days of the postmarked date of the PAGA Notice, Employee may commence a civil action against Employer, on behalf of himself and other aggrieved employees, under Labor Code section 2699.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Orion S. Robinson

OSR:mbv

cc: (Via Certified Mail Return Receipt Requested)

DECORE-ATIVE SPECIALTIES
4414 N. AZUSA CANYON ROAD
IRWINDALE, CA 91706

DECORE-ATIVE SPECIALTIES NC LLC
2772 SOUTH PECK ROAD
MONROVIA, CA 91016

October 22, 2024

Filed Electronically

Labor and Workforce Development Agency / Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: **Amended Notice Letter of Guillermina Gutierrez and Maria Navarrete on Behalf of Themselves and Aggrieved Employees under California Labor Code Section 2699.3**

Employer:

DECORE-ATIVE SPECIALTIES
4414 N. AZUSA CANYON ROAD
IRWINDALE, CA 91706

DECORE-ATIVE SPECIALTIES NC LLC
2772 SOUTH PECK ROAD
MONROVIA, CA 91016

Dear Representative:

This letter shall serve as an amended notice under Labor Code section 2699.3 (the “PAGA Notice”). It is submitted online with the Labor and Workforce Development Agency (“LWDA”) and the \$75 filing fee required under Labor Code section 2699.3, subdivision (a)(1)(B) has already been sent. Copies of the Amended PAGA Notice are sent to the employer’s counsel for service.

The PAGA Notice involves Guillermina Gutierrez (“Ms. Gutierrez”), Maria Navarrete (“Ms. Navarrete”) (collectively, “Employees”) and other aggrieved employees who were employed by DECORE-ATIVE SPECIALTIES and DECORE-ATIVE SPECIALTIES NC LLC (collectively as “Employer”). Employees seek to represent all persons who were employed by Employer and

suffered one or more of the alleged Labor Code violations committed by Employer (i.e., other aggrieved employees), as described below.

Ms. Gutierrez has worked for Employer since on or around September 2019 through October 1, 2021 as an hourly factory worker. Ms. Navarette has worked for Employer since on or around February 16, 2021 through October 17, 2021 as an hourly factory worker. Other aggrieved employees that Employees seek to represent are all other non-exempt employees of Employer. In return, Employer paid (or purported to pay) Employees and other aggrieved employees an hourly wage for their services.

Aggrieved employees were regularly compensated an amount less than the wages earned. Aggrieved employees were regularly forced to work off-the-clock, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Employer unlawfully withheld wages of aggrieved employees, including but not limited to, unlawfully deducting wages earned and penalizing aggrieved employees by deducting wages earned. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 1194 and 1197 and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code, including, without limitation, Sections 1194 and 1194.2. Employer paid aggrieved employees set amount of wages and not an amount equal to the hours worked and the wages earned. Employer is also liable for civil penalties under Labor Code sections 558, 1197.1, and 2699.

Aggrieved employees were not paid owed overtime wages for working over eight hours in a workday, over forty hours in a workweek, over twelve hours in a workday, the first eight hours on the seventh consecutive workday in a workweek, and/or over eight hours on the seventh consecutive workday in a workweek. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 510, 1194, and the applicable Wage Orders, entitling the aggrieved employees to damages under the Labor Code. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to provide aggrieved employees with a thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of five hours in a workday, and a second thirty-minute, uninterrupted, and timely meal period for days on which those employees worked in excess of ten hours in a workday. The aggrieved employees were not compensated with premium payments for the missed, interrupted, or untimely meal periods, which payments are required by California law. Employer would not permit Employee to use the restroom during work hours. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 512 and the applicable Wage Orders, entitling aggrieved employees to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employer had a practice of failing to authorize and permit aggrieved employees with a timely, full, and uninterrupted ten-minute rest period per four hours of work (or major fraction thereof) as required by the applicable Wage Orders. The aggrieved employees were not compensated with

premium payments for the missed, interrupted, or untimely rest periods, which payments are required by California law. Employer would not allow Employee to use the restroom during work hours. Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to premium payments under the Labor Code, including, without limitation, Section 226.7. Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Aggrieved employees were regularly compensated an amount less than the wages earned. The unlawful wages practices included, but were not limited to, aggrieved employees were regularly forced to work off-the-clock, had wages unlawfully deducted, were not paid all wages earned, were not paid for all hours worked, so the aggrieved employees were not paid owed regular/minimum wages for all time worked. Aggrieved employees were not compensated owed overtime wages. Further, aggrieved employees were not paid meal and rest period premiums for break violations. For any employees that did receive wage statements, the aggrieved employees' wage statements did not accurately show all of the information required under Labor Code section 226, subdivision (a), including the gross wages earned, the total hours worked by the employee, the net wages earned, and the rates of pay at which wages should have been paid. The wage statements also did not include the aggrieved employees' properly named employer and other employee information required by Labor Code section 226(a). Employee is informed and believes, and therefore alleges, that the aggrieved employees are entitled to penalties under Labor Code section 226, subdivision (e). Employer is also liable for civil penalties under Labor Code sections 226.3, 558, and 2699.

Aggrieved employees were not paid all wages owed at the time of employment separation. Those wages were not timely paid to aggrieved employees upon separation. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code sections 201, 202, and 203, entitling the aggrieved employees to waiting-time penalties under Labor Code section 203, subdivision (a). Employer is also liable for civil penalties under Labor Code sections 558 and 2699.

Employee complained about the unlawful wage practices as set forth above to Employer and was retaliated for complaining. Employee is informed and believes, and therefore alleges, that Employer violated Labor Code section 1102.5, entitling Employee to damages under the Labor Code, including, without limitation, Sections 1102.5 and 98.6. Employer is also liable for civil penalties under Labor Code sections 2699 and 98.6. Employee was not reimbursed for business expenses incurred during her employment. Employer is liable for civil penalties as a result of the failure to reimburse for business expenses.

Further, employees assert that Employer failed to pay overtime at the proper rate (under Labor Code section 558, 11971.1), failed to pay accrued vacation wage (under Labor Code section 227.3), failed to timely pay wages during employment (under Labor Code section 204), and failed to properly pay sick pay (under Labor Code section 246).

In accordance with Labor Code section 2699.3, subdivision (a)(2)(A), please notify us within 60 calendar days of the postmarked date of the PAGA Notice as to whether the LWDA intends to investigate the violations alleged above. Our understanding is that if we do not receive a notice

within 65 calendar days of the postmarked date of the PAGA Notice, Employee may commence a civil action against Employer, on behalf of themselves and other aggrieved employees, under Labor Code section 2699.

Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Orion S. Robinson

OSR:mbv

cc: (Email)

DECORE-ATIVE SPECIALTIES
4414 N. AZUSA CANYON ROAD
IRWINDALE, CA 91706

DECORE-ATIVE SPECIALTIES NC LLC
2772 SOUTH PECK ROAD
MONROVIA, CA 91016

c/o Hill, Farrer & Burrill LLP

Exhibit B

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by, between, and among Plaintiffs Maria Navarrete and Guillermina Gutierrez (“Plaintiffs”) and Defendants Decore-ative Specialties, Decore-ative Specialties NC, LLC, Jack Lansford, Sr., and Jack Lansford, Jr. (“Defendants”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiffs, Defendants, or any of them, as may be appropriate.

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter entitled as *Maria Navarrete and Guillermina Gutierrez v. Decore-ative Specialties, et al.*, Los Angeles County Superior Court Case No. 22STCV13774 (the “Action”), Plaintiffs’ April 25, 2022 and April 29, 2022 notices to the LWDA asserting claims for civil penalties under PAGA (“PAGA Notices”), and the related arbitration matter pending before the American Arbitration Association (“AAA”) with case number 01-23-0001-8804, collectively.

2. “Aggrieved Employees” means current and former non-exempt hourly employees who worked for Defendants in California at any time from April 25, 2021 through June 4, 2024. The number of Aggrieved Employees, including Plaintiffs, is estimated to be 877 individuals.

3. “Complaint” means the Complaint entitled *Maria Navarrete and Guillermina Gutierrez v. Decore-ative Specialties, et al.*, Los Angeles County Superior Court Case No. 22STCV13774.

4. “Court” means the Superior Court of the State of California for the County of Los Angeles.

5. “Defendants” or “Decore-ative Specialties” means Defendants Decore-ative Specialties, Decore-ative Specialties NC, LLC, Jack Lansford, Sr., and Jack Lansford, Jr., as may be appropriate.

6. “Defense Counsel” means James A. Bowles, Elissa L. Gysi, and Richard S. Zuniga of Hill, Farrer & Burrill LLP.

7. “Effective Date” means the latter of: (a) the Court’s approval of the Settlement; or (b) the final resolution of any appeal that has been filed.

8. “Gross Settlement Amount” is the non-reversionary sum of five hundred thousand dollars and zero cents (\$500,000.00), which represents the total amount payable under this Settlement Agreement by Defendants, including, without limitation, Individual PAGA Payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs’ attorneys’ fees and costs, and payment to the Settlement Administrator for administration costs.

9. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

10. “Judgment” means the judgment entered by the Court based upon the approval of the Settlement.

11. “LWDA” means the California Labor and Workforce Development Agency.

12. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) settlement administration costs not to exceed \$10,000; (b) Plaintiffs’ attorneys’ fees of \$175,000; and (c) reimbursement of actual attorneys’ litigation costs and expenses not to exceed \$15,000.

13. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

14. “PAGA Notices” means Plaintiffs’ letters dated April 25, 2022 and April 29, 2022 to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

15. “PAGA Period” means the time period from April 25, 2021 through June 4, 2024.

16. “Parties” means Plaintiffs and Defendants, collectively.

17. “Plaintiffs” means Maria Navarrete and Guillermina Gutierrez, the named Plaintiffs in the Action.

18. “Plaintiffs’ Counsel” means Michael C. Robinson, Jr., Orion S. Robinson, and Robinson Di Lando, a Professional Law Corporation.

19. “Released Claims” means that, upon Court approval of the Settlement and entering of judgment thereon, Plaintiffs on behalf of each of them, and the State of California and Aggrieved Employees will fully and finally release and discharge Defendants and the Released Parties from any and all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties that were alleged or reasonably could have been alleged under the operative complaint in the Action, based on the factual allegations pleaded 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, 226, 226.7, 350, 351, 510, 512, 558.1, 1194, 1194.2, 1197, 1198.5, and 2802 and California Code of Regulations, Title 8, section 11050, and any related claims for attorneys’ fees, costs, or interest resulting therefrom.

20. Plaintiffs also agree to amend their PAGA Notices and the operative complaint in the Action to include any claims for civil penalties under PAGA that are alleged in the Superior Court action filed by Socorro Rivera, entitled *Socorro Rivera v. Decore-active Specialties, et al.*, Los Angeles County Superior Court Case No. 24STCV06192, which are not presently alleged in the operative complaint filed by Plaintiffs or Plaintiffs’ PAGA Notices. Plaintiffs agree that such additional claims, if any, are fully settled and resolved by this Settlement Agreement and that Defendants shall not be obligated to increase the Gross Settlement Amount.

21. “Released Parties” means Decore-ative Specialties, Decore-ative Specialties NC, LLC, Jack Lansford, Sr., and Jack Lansford, Jr., and each of their former, present and future owners, parents, subsidiaries, affiliates, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, attorneys, accountants, insurers, or legal representatives.

22. “Settlement Administrator” means a mutually agreeable, neutral settlement administrator that the Parties agree to appoint to administer the Settlement for all purposes, subject to approval by the Court.

II. RECITALS

This Settlement Agreement is made with reference to the following facts:

1. Plaintiffs are former employees of Decore-ative Specialties. Maria Navarrete was employed by Decore-ative Specialties in or around 2020 and 2021. Guillermina Gutierrez was employed by Decore-ative Specialties from September 2019 to the present.

2. Plaintiffs’ Counsel submitted the PAGA Notices dated April 25, 2022 and April 29, 2022 on behalf of Plaintiffs to the LWDA and Defendants, to notify the LWDA and Defendants, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiffs’ intent to seek civil penalties under PAGA for alleged violations of California Labor Code sections 200, 201, 202, 203, 226, 226.7, 350, 351, 510, 512, 558.1, 1194, 1194.2, 1197, 1198.5, and 2802, and California Code of Regulations, Title 8, section 11050.

3. On April 25, 2022, Plaintiffs filed a Class Action Complaint for Damages against Defendants, entitled *Maria Navarrete and Guillermina Gutierrez v. Decore-ative Specialties, et al.*, Los Angeles County Superior Court Case No. 22STCV13774.

4. Defendants provided Plaintiffs’ Counsel with information and documents pertaining to Plaintiffs and other Aggrieved Employees in order for Plaintiffs’ Counsel to investigate Plaintiffs’ allegations and analyze the claims prior to mediation.

5. On June 4, 2024, the Parties participated in mediation of the Action with mediator Mark Lemke. With the assistance of the mediator, the Parties agreed to fully and finally resolve the Action in its entirety.

6. The Parties, Plaintiffs’ Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, other than as set forth herein.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Gross Settlement Amount.** The Parties agree to settle the Action for the non-reversionary amount of five hundred thousand dollars and zero cents (\$500,000.00). Defendant Decore-ative Specialties shall deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) days after the Effective Date.

2. **Escalator Clause.** Defendant Decore-ative Specialties represents that there are approximately 67,463 pay periods worked by Aggrieved Employees in California (“Affected Pay Periods”) from April 25, 2021 through June 4, 2024. If the actual number of Affected Pay Periods from April 25, 2021 through June 4, 2024 is more than 15% greater than this number (i.e., if there are more than 77,582 Affected Pay Periods from April 25, 2021 through June 4, 2024), Defendant Decore-ative Specialties 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, Defendant Decore-ative Specialties will increase the Gross Settlement Amount by 2%).

3. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Administration Costs.** Defendants will not oppose a request for the Settlement Administrator’s costs, in an amount not to exceed \$10,000, for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

b. **Plaintiffs’ Attorneys’ Fees and Costs.** Defendants will not oppose Plaintiffs’ request for attorneys’ fees in the amount of \$175,000, and costs and expenses not to exceed \$15,000 incurred in prosecuting the Action. In the event the Court approves payments of less than these amounts, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiffs’ Counsel. Except as specifically provided herein, Defendants shall not be liable for costs or attorneys’ fees regarding the PAGA released claims.

4. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be paid (i) 75% to the California Labor and Workforce Development Agency (“LWDA”) and (ii) 25% to the Aggrieved Employees, pursuant to Labor Code § 2699(i), divided amongst Aggrieved Employees based on each Aggrieved Employee’s respective number of pay periods worked for Defendant Decore-ative Specialties in California during the PAGA Period. The payments to Aggrieved Employees are entirely civil penalties.

The Parties further agree that, should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to renegotiate in good faith in an effort to obtain approval of the Settlement.

5. **PAGA Released Claims.** Upon the Effective Date and payment of all funds under this Settlement, Aggrieved Employees (including Plaintiffs) and the State of California, (including the LWDA,) will be forever barred from pursuing any and all PAGA Released Claims defined in Section 1.19 herein. This release of claims expressly excludes any non-PAGA claims held individually by Aggrieved Employees other than Plaintiffs.

6. **Covenants and Representations by Plaintiffs.**

a. Plaintiffs represent and warrant that they have not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiffs acknowledge that they have read this Settlement Agreement, that they fully understand their rights, privileges and duties under the Settlement Agreement, and enter into this Settlement Agreement freely and voluntarily. Plaintiffs further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

7. **Confidentiality.** To the extent permitted by law, all agreements made, including the agreement that information and documents produced in informal discovery for mediation shall remain confidential to the extent they are not required to be disclosed to the Court for Court approval of the Settlement, and orders entered during the Action and in this Settlement Agreement relating to the confidentiality of information shall survive the execution of this Settlement Agreement. The Parties further agree that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

8. **Obligation of Plaintiffs' Counsel to Submit Settlement Agreement to the LWDA.** To permit judicial review and approval of the PAGA Payment, as required by Labor Code section 2698, *et seq.*, Plaintiffs' Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the Parties' seeking court approval of the Settlement Agreement, per Labor Code section 2698(l).

9. **Filing of Joint Stipulation of Settlement by Plaintiffs' Counsel.** Plaintiffs' Counsel shall be responsible for preparing the Joint Stipulation for Approval of the Settlement ("Stipulation") and for providing Defense Counsel with a sufficient opportunity to propose revisions to the Stipulation prior to filing. Plaintiffs' Counsel will file the Stipulation, which is mutually agreed to by the Parties, as soon as practicable. Plaintiffs' Counsel will serve the Stipulation on Defense Counsel. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiffs' Counsel and Defense Counsel shall undertake all required submissions and disclosures to the Court to obtain approval of the Settlement. The Stipulation and order approving the Settlement shall include a provision that the Action is dismissed with prejudice, which shall constitute a final and binding resolution of Plaintiffs' claims alleged in the Action.

Should the Court not allow approval of the Settlement by Stipulation, Plaintiffs' Counsel shall be responsible for preparing and filing a motion for Court approval of the Settlement. Plaintiffs' counsel shall provide Defense Counsel with a sufficient opportunity to propose revisions to the motion prior to its filing with the Court.

10. **Termination of Settlement Agreement.** If the Court does not approve the Settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the Settlement Agreement, in which case the Settlement Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement. However, if the Court declines to approve the Settlement Agreement as drafted, the Parties agree to attempt in good faith to amend the Settlement

Agreement to resolve the Court's concerns with the Settlement Agreement, before either Party terminates the Settlement Agreement.

11. **Judgment.** As part of the Stipulation or motion to approve the Settlement, Plaintiffs shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement Agreement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement Agreement following approval of the Settlement. After approval is received, a Judgment will be entered whereby Plaintiffs, the State of California and its LWDA, and each of the Aggrieved Employees shall take nothing from Defendants except as otherwise expressly set forth in the Settlement Agreement and approval Order. The approval Order and Judgment shall bar Plaintiffs, all Aggrieved Employees, and the State of California and its LWDA from filing or continuing to prosecute any civil action asserting any of the Released Claims against Defendants and all the Released Parties. The Judgment shall also bar any other person or allegedly aggrieved employee acting on behalf of the State of California and its LWDA from seeking or recovering any civil penalty provided by Labor Code section 2699(a) or (f), from Defendants or any of the Released Parties based on any act or omission alleged in the Action or in the PAGA Notices, for any violation of the Labor Code occurring through the end of the PAGA Period.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to use a neutral, mutually agreeable settlement administrator to handle the administration of this settlement for all purposes, subject to Court approval.

2. **Provision of Information for Aggrieved Employees.** Within fourteen (14) calendar days after the Effective Date, Defendant Decore-ative Specialties shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its payroll records a list of Aggrieved Employees and shall include each Aggrieved Employee's full name, last known mailing address, total Affected Pay Periods worked during the PAGA Period, and Social Security numbers to the extent available from Defendant's records. The Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

3. **Payment of the Gross Settlement Amount.** Payment of the Gross Settlement Amount shall be made to the Settlement Administrator within thirty (30) days of Court approval of the Settlement Agreement.

4. **Notification of the LWDA.** Plaintiffs agree that counsel for Plaintiffs will notify the LWDA of the Settlement at the same time the Settlement is submitted to the Court for approval, seek approval of the Settlement, and perform any and all statutory tasks as required by law.

5. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within twenty-one (21) calendar days after the Gross Settlement Amount has been fully funded, and after receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of an explanatory letter in the form attached as

“Exhibit A,” in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.4, *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter, Exhibit A hereto. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken.

6. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee. It will be conclusively presumed that, if an envelope so mailed has not been returned within 30 days of the mailing, the Aggrieved Employee received the explanatory letter and Individual PAGA Payment.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed for more than 180 days after issuance (collectively, “Uncashed Checks”), will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund, in the name of the Aggrieved Employee.

7. **Distribution of Payments.** Within twenty-one (21) calendar days of the Gross Settlement Amount being fully funded, the Settlement Administrator shall issue payments to: (1) Aggrieved Employees; (2) the LWDA; (3) the Settlement Administrator for Court-approved administration costs incurred in connection with the Settlement; and (4) Plaintiffs’ Counsel for Plaintiffs’ Counsel’s Court-approved attorneys’ fees and costs.

8. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement.

9. **Tax Consequences.** Neither Plaintiffs nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

10. **No Further Obligation.** The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **No Admission of Liability.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiffs that their claims do not have merit, or by Defendants of any liability or wrongdoing as to Plaintiffs, Aggrieved Employees, or any other person, and Defendants specifically disclaims any such liability or wrongdoing. Defendants do not admit to liability or to the suitability of this case for representative litigation other than for purposes of settlement. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not, and may not be cited or admitted as, evidence of liability. If the Court does not grant approval of this settlement, then the Parties revert to their previous positions and Defendants will contend that a representative action is not appropriate.

2. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

3. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

4. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Settlement Agreement, the Action and Plaintiffs' claims, except as otherwise set forth specifically herein.

5. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Los Angeles.

6. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the claims in the Action.

7. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed.

8. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such

post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

9. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

10. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, any such disputes shall be presented to the mediator, Mark Lemke, to resolve such disagreement.

11. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

12. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

13. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

14. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

15. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

16. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement, the

successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys’ fees and costs, including expert witness fees incurred in connection with any enforcement actions.

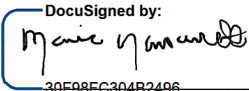
17. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm’s-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

18. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

19. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

20. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts, and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Date: 8/28/2024, 2024 
30F98FC304B2496...
Maria Navarrete

Date: _____, 2024
Guillermina Gutierrez

Decore-ative Specialties

Date: _____, 2024 By _____
Name: _____
Title: _____

[Signatures continue on the following page]

successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

17. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts, and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Date: _____, 2024

Maria Navarrete

Date: 9/3/2024
_____, 2024

DocuSigned by:



0848C59423E3461

Guillermina Gutierrez

Decore-ative Specialties

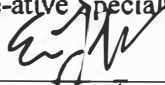
Date: 9/6
_____, 2024

By 
Name: Eric Lansford
Title: President

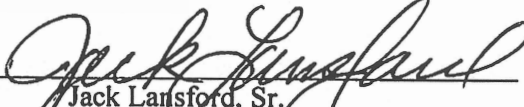
[Signatures continue on the following page]

Date: 9/6, 2024

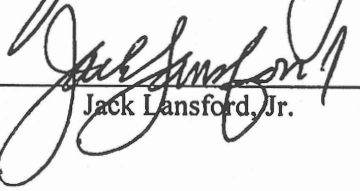
Decore-ative Specialties NC, LLC

By 
Name: Eric Lansford
Title: Manager Member

Date: 9/12, 2024


Jack Lansford, Sr.

Date: 9/12, 2024


Jack Lansford, Jr.

Approved as to form.

Date: 9/12, 2024

ROBINSON DI LANDO APC


Michael C. Robinson, Jr.
Orion S. Robinson
Attorneys for Plaintiffs Maria Navarrete and
Guillermina Gutierrez

Date: 9/12, 2024

HILL, FARRER & BURRILL LLP


James A. Bowles
Elissa L. Gysi
Richard S. Zuniga
Attorneys for Defendants Decore-ative Specialties,
Decore-Active Specialties NC, LLC, Jack Lansford,
Sr., and Jack Lansford, Jr.

Exhibit C

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-880360-22
Plaintiff for PAGA Case: Guillermina Gutierrez
Filer/Attorney for PAGA Case: Orion S. Robinson
Law Firm for PAGA Plaintiff: Robinson Di Lando
Employer: DECORE-ATIVE SPECIALTIES
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name: Los Angeles
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Amended Notice Submitted on 10/22/2024 05:24:07 PM by Orion Robinson	Amended PAGA Notice Letter Gutierrez .pdf	10/23/2024 12:24 AM	Amended Notice
PAGA Notice Submitted on 04/25/2022 02:38:24 PM by Orion Robinson	2022 04.25 - PAGA Notice Letter Gutierrez.pdf	4/25/2022 9:38 PM	PAGA Notice
Proposed Settlement Submitted on 09/24/2024 02:40:05 PM by Orion Robinson	Navarrete_Gutierrez - PAGA Settlement & Release(2837956.1)-3.pdf	9/24/2024 9:40 PM	Proposed Settlement

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-881348-22
Plaintiff for PAGA Case: Maria Navarrete
Filer/Attorney for PAGA Case: Orion S. Robinson
Law Firm for PAGA Plaintiff: Robinson Di Lando
Employer: DECORE-ATIVE SPECIALTIES
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name: Los Angeles
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Amended Notice Submitted on 10/22/2024 05:20:46 PM by Orion Robinson	Amended PAGA Notice Letter Gutierrez .pdf	10/23/2024 12:20 AM	Amended Notice
PAGA Notice Submitted on 04/29/2022 05:46:48 PM by Orion Robinson	2022 04.29 - PAGA Notice Letter Navarrete.pdf	4/30/2022 12:47 AM	PAGA Notice
Proposed Settlement Submitted on 09/24/2024 02:37:49 PM by Orion Robinson	Navarrete_Gutierrez - PAGA Settlement & Release(2837956.1)-3.pdf	9/24/2024 9:37 PM	Proposed Settlement

Exhibit D

Exhibit A

<<Mailing Date>>

[(INSERT NAME OF SETTLEMENT ADMINISTRATOR) LETTERHEAD]

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

Re: Settlement Payment from *Maria Navarrete and Guillermina Gutierrez v. Decore-ative Specialties, et al.*, Los Angeles County Superior Court Case No. 22STCV13774

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

Enclosed you will find a check made payable to you. This is your payment from the court-approved settlement of the lawsuit entitled *Maria Navarrete and Guillermina Gutierrez v. Decore-ative Specialties, et al.*, Los Angeles County Superior Court Case No. 22STCV13774 (the “Action”). The court approved the settlement on _____, 2024.

_____ is the third-party administrator who has been appointed by the court to administer the settlement.

The Action was filed against Decore-ative Specialties, Decore-ative Specialties NC, LLC, Jack Lansford, Sr., and Jack Lansford, Jr. (“Defendants”) pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The claims were brought on behalf of the State of California and all current and former non-exempt hourly employees who worked for Decore-ative Specialties in California at any time during the PAGA Period (April 25, 2021 through June 4, 2024). You have been identified as one of the employees on whose behalf the case was brought because you were employed as a non-exempt employee by Decore-ative Specialties during the PAGA Period.

The Plaintiffs in the case claimed that Defendants owed penalties under PAGA for certain California Labor Code violations. Defendants deny doing anything wrong and deny owing any penalties. The Parties agreed to resolve the case, and as part of that settlement, Defendants agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties are divided between the State and the aggrieved employees. The amount allocated to employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the employee worked for Defendants during the PAGA Period. The enclosed check represents your portion of the penalties allocated to the employees.

If you have questions, please contact _____ at _____.

Do not call or write to the Court or Office of the Clerk to ask questions about the settlement.

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 **DECLARATION OF MICHAEL C. ROBINSON IN SUPPORT OF JOINT STIPULATION FOR AN ORDER APPROVING SETTLEMENT UNDER CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT AND ENTERING JUDGMENT**, 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.

///

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


Cindy Estrada