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Attorneys for Plaintiffs MARCELINO ORTUNO, in a Representative capacity only, and on behalf of other members of the general public similarly situated

[Additional Counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MARCELINO ORTUNO and JOSE BRIAN DE LA ROSA, both in a Representative capacity only, and on behalf of other members of the general public similarly situated,

Plaintiffs,

v.

DUNN-EDWARDS CORPORATION, a Delaware Corporation; and DOES 1-10, inclusive

Defendants

CASE NO. 37-2023-00046612-CU-OE-CTL

**DECLARATION OF RYAN T. KUHN IN
SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR PAGA SETTLEMENT
APPROVAL**

Date: September 19, 2025

Time: 8:30 a.m.

Dept.: C-74

Judge: Hon. Blaine K. Bowman

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8 JOSE BRIAN DE LA ROSA
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1 I, Ryan T. Kuhn, declare as follows:

2 1. I am an attorney licensed to practice law before all the courts of the State of California, and
3 am employed with the law firm of SULLIVAN & YAECKEL LAW GROUP, APC, attorneys
4 of record for Plaintiffs MARCELINO ORTUNO and BRIAN DE LA ROSA, in a
5 Representative capacity only, and on behalf of other members of the public similarly situated
6 in this matter.

7 2. I make this declaration in support of Plaintiffs' Unopposed Motion for PAGA Settlement
8 Approval. I am personally familiar with the facts set forth in this declaration and, if called to
9 testify, could and would do so.

10 **Background, Investigation and Settlement Terms**

11 3. As this is a "PAGA" action only, the Limitations Period begins on August 22, 2022.

12 4. Following the exchange of discovery, analysis of numerous sets of time and wage data, a full
13 day mediation before Hon. Kenneth J. Medel (Ret.), and extensive "arms length" negotiations,
14 on August 1, 2025, the Parties reached a proposed settlement that includes a payment of
15 penalties to the LWDA. Attached hereto as **Exhibit 1** is a true and correct copy of the
16 Settlement Agreement.

17 5. On **May 28, 2025**, Plaintiff's counsel gave notice of the instant Settlement to the LWDA. To
18 date, Plaintiff's counsel has not received notice that the LWDA would intervene. Attached
19 hereto as **Exhibit 2** is a true and correct copy of the "auto-generated" E-Mail received from
20 the LWDA.

21 6. On **July 22, 2025**, Plaintiff's counsel uploaded via the LWDA's electronic filing portal the
22 parties' Settlement Agreement and Hearing date submitted with this application. Attached
23 hereto as **Exhibit 3** is a true and correct copy of the "auto-generated" E-Mail received from
24 the LWDA.

25 7. On **August 14, 2025**, Plaintiff's counsel uploaded via the LWDA's electronic filing portal
26 copies of this entire Motion, including the Notice, this supporting Memorandum,
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Declarations, and Proposed Order & Judgment. Attached hereto as **Exhibit 4** is a true and correct copy of the “auto-generated” E-Mail received from the LWDA.

8. Defendant has confirmed that as of the date of this settlement, there are **1,339** PAGA group members and **55,312** pay periods at issue. After deduction of all “contingent costs” set forth below, each PAGA member will receive an average payment of **\$146.51**.

9. The Total Value of the proposed Settlement is **\$1,250,000.00** which is broken down as follows:

- * **\$416,666.66** Attorneys’ Fees (33% of total settlement value);
- * **\$21,000.00** PAGA Counsel Expenses Payment
- * **\$7,600.00** Settlement Administrator Fees
- * **\$20,000.00** Plaintiffs’ Enhancement Award
- * Sub-Total of **\$784,733.34**. 75% (**\$588,550.01**) shall be assigned/paid to the LWDA as penalties.
- * The remaining 25% (**\$196,183.33**) in cash will be disbursed among all employees based on work weeks employed during the PAGA period.

10. There are no restrictions for any of the employees to file individual actions, as the settlement agreement only covers PAGA claims.

Experience of Counsel

11. The Lead Trial Counsel, Mr. William Sullivan, has been a California-licensed attorney for 30 years. He has approximately 29 years of experience in “class action” litigation, both as plaintiff and defense counsel. Mr. Sullivan has acted as Trial Counsel (for Plaintiff) in multiple “Wage and Hour” Class/Representative actions, including the (San Diego Superior Court) Trial which is the subject of the Published decision entitled *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504. Mr. Sullivan (who is currently and temporarily unavailable, due to a medical issue), estimates that, throughout the course of his 30-year career, he has acted as Lead Plaintiffs’ counsel on “Wage and Hour” Class/Representative actions that have

collected more than \$300 million for employees and/or the State of California, either through judgment following trial, or via negotiated settlement.

12. Mr. Eric K. Yaeckel has over 14 years of experience as a licensed California attorney who is primarily engaged in prosecuting class and representative actions. Mr. Yaeckel has spent his entire practice engaged in prosecuting class and representative actions. Mr. Yaeckel became a partner in 2020.

13. I have approximately 7 years of experience as a licensed California attorney, and have dedicated my entire practice to prosecuting class and representative actions.

14. Our office are the attorneys of record in a matter recently (and favorably) decided before the California Supreme Court titled *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021). The *Donohue* matter is a certified class and PAGA action.

15. Our office is lead counsel on at least 40 employment “wage and hour” claims with class action, or representative action, allegations. These cases are set within the California Superior Court and Federal District Courts in California. Our office is currently lead counsel on claims that have been certified by both Court Order and by stipulation of the parties. In the last three years, Sullivan & Yaeckel Law Group has settled at least 15 employment “wage and hour” claims on behalf of a Certified Class.

16. In the last seven years, Sullivan & Yaeckel Law Group has successfully tried three “Wage and Hour” Representative (PAGA) cases.

17. Our firm has the requisite experience knowledge of California law and the Federal Rules of Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in this matter to represent a fair, adequate and reasonable settlement that is well within the accepted range of recoveries for similar wage and hour class actions. I also believe the Agreement is in the best interests of the Settlement Class Members. I am also aware that Defendants’ counsel (both the firm, and individual attorneys working on this case) have extensive experience defending similar wage and hour class actions.

18. Based on the above experience, it is this firm's opinion that this settlement represents a fair and adequate payment to the LWDA and aggrieved employees.

The Lodestar Analysis

19. Plaintiffs seek attorneys fees in the amount of one-third of the total settlement amount, which is \$416,666.66. For purposes of a lodestar cross-check the firms' attorneys' fees incurred (to date) are estimated to amount to approximately \$327,340.00. If you include the fee calculations submitted the Protection Law Group (\$148,720.00), Plaintiffs collective lodestar amount is **\$476,060.00**. The Attorney's fees on behalf of Ortuno's counsel are broken down as follows:

a. Mr. Sullivan served as lead investigator and trial counsel, per the specific request of Plaintiff. Over the course of the investigation (including pre-filing), Mr. William Sullivan has currently expended approximately **142.3** hours in the service of this action. **142.3** hours times **\$800.00** equals **\$113,840.00**. The work includes nearly all preliminary investigation, the majority of the client and employee interaction/meetings, and much of the other pre-settlement work, including the preparation of the original Mediation Brief and damages analysis. This time also includes traveling to at least 15 interviews with potential aggrieved employees residing across various parts of California. The preliminary investigation included the review and analysis of several thousand documents, as well as additional phone interviews with at least 10 other employees. Mr. Sullivan undertook a significant (approximately 90 hours of) pre-filing investigation, wherein many of the interviews took place. During this time, Mr. Sullivan also investigated Defendant, its business practices, and any variations in employee job duties and rates of pay.

b. Mr. Yaeckel was the partner primarily assigned to oversee the "day to day" activity of the primary associate assigned to this case. I also served as lead trial counsel during Mr. Sullivan's medical leave in 2024. My billing rate is **\$700.00** per hour. I have currently expended approximately **168.2** hours in the service of this action. **168.2**

1 hours times **\$700.00** equals **\$117,740.00**. Aside from supervising the Associate
2 Attorneys, this work includes attending hearings, drafting and reviewing
3 correspondence and motions (including successfully opposing a Motion to Compel
4 Arbitration) legal research, and communication with opposing counsel. After the
5 initial failed mediation, I also primarily was responsible for all settlement
6 negotiations.

7 c. I served as the primary Associate Attorneys assigned to the case. My billing rate is
8 **\$475.00** per hour. I expended approximately **201.6** hours in the service of this action.
9 **201.6** hours times **\$475.00** equals **\$95,760.00**. My work performed consisted of, for
10 the most part, analysis of Defendants' documents and records, in preparation for
11 mediation. Thousands of pages of documents were produced over time throughout the
12 litigation. I was also assigned to discovery creation/review, assisting with all discovery
13 responses, the preparation of "meet and confer" letters and other contact with defense
14 counsel. I also was primarily responsible for successfully opposing Defendant's
15 Motion to Compel Arbitration. I also provided a detailed analysis of all employment
16 records to determine liability and penalties. I also attended a full day mediation, and
17 participated in extensive follow up, arms length negotiations that led to the instant
18 settlement. I was also primarily responsible for drafting and finalizing the settlement
19 agreement, as well as the instant Motion for PAGA Approval. I will also attend the
20 approval hearing and will assist in ensuring the settlement is fully performed.

21 e. Given the attorneys' fees incurred by the Protection Law Group (please see Chuman
22 Declaration), the actual attorneys fees incurred is **\$476,060.00**. Therefore, no lodestar
23 multiplier is necessary.

24 **Please Note:** There is no authority Plaintiff is aware of requiring a lodestar analysis in a
25 PAGA matter. Moreover, the results obtained here, including the average net recovery per
26 PAGA Member exceed those normally observed in PAGA only settlements. Finally, the
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results obtained here, versus the risk of a zero recovery, given the numerous asserted defenses, support this request.

The Reasonableness of Plaintiffs' Hourly Rates

20. I printed a copy of the Updated Laffey Matrix from the following website: www.laffeymatrix.com. A true and correct copy is attached as **Exhibit 5**. While not binding, a trial court has discretion to use the Laffey Matrix when it comes to establishing attorneys' reasonable hourly rates in California State Courts. *See e.g. Syers Properties III, Inc. v. Rankin*, 236 Cal.App.4th 691, 702 (2014).
21. The referenced "Laffey" chart states that for the time periods in this case, for an attorney with "20+" years experience, such as Mr. Sullivan, the matrix states a reasonable fee is between \$1,141–\$899 per hour. Mr. Sullivan has over 30 years of experience and bills at \$800 per hour. **Please Note:** While \$800 an hour may seem like a high figure at first glance, multiple Court's (including all San Diego Superior Court Judges) have accepted this figure for Mr. Sullivan. Moreover, this rate is justified given that "wage and hour" Class and/or Representative Action cases very rarely go to trial. Mr. Sullivan is one of the few attorneys who have (successfully) tried numerous of these types of cases. He has also successfully argued in front of the California Supreme Court in a Class and Representative action that is frequently cited in "wage and hour" litigation involving Meal Period claims. *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th 58.
22. For an attorney with 11-19 years experience, the matrix states a reasonable fee is between \$948- \$747 per hour. Mr. Yaeckel has over 15 years experience working on class action litigation and only bills at the rate of \$700 per hour.
23. For an attorney with 4-7 years experience, the matrix states a reasonable fee is between \$581 - \$465 per hour. I billed at the rate of \$475 per hour.
24. Accordingly, we submit our rates are comparable to, or less than, those charged by other class action plaintiffs' counsel and the firms defending class actions.
25. Our hourly rates have routinely been approved by numerous federal and state Courts.

1 26. In a recent successful PAGA trial, tried before in the San Diego Superior Court, our office
2 was awarded our full requested attorneys fees and was approved at the requested hourly rates
3 (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks Corp.* San
4 Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate
5 opinion 30 Cal.App.5th 504.

6 **Costs of Litigation**

7 27. The total costs expended by our office in this matter will be **\$11,328.09**. If you add this figure
8 to the costs submitted by the Protection Law Group (set forth in the Declaration of Heather
9 Davis), the total amount sought by all Plaintiffs is **\$20,430.32**. Plaintiffs anticipate incurring
10 additional costs in conjunction with filing the approval motion and future compliance
11 declarations. The attached Cost Worksheet on behalf of Ortuno was contemporaneously
12 maintained and updated by my office. (See **Exhibit 6**). This is a true and accurate summary
13 of the costs incurred by Plaintiffs' counsel. The costs include, filing and service fees
14 (including the Complaint and all other pleadings, all e-file charges, LWDA filing fees and
15 attorney messenger fees; Mediation Fees; Expert Fees, Legal Research and Postage and
16 Copying Costs). All costs were necessary to the continued prosecution of this matter. Given
17 that Defendant agrees to not oppose up to \$21,000.00 in costs, Plaintiffs request the Court
18 grant the request of \$21,000.00 in litigation costs.

19 **Additional Factors Relevant to PAGA Approval**

20 28. Plaintiffs allege that they - and other employees - received "short," "late," or "missing" Meal
21 Periods, including those documented within Defendant's Time Records. Plaintiffs also
22 challenged whether Defendant maintained lawful meal and rest periods. Plaintiffs alleged
23 they- and other employees -were not properly compensated due to Defendant's failure to
24 maintain accurate time records. Finally, Plaintiffs also challenged whether Defendant
25 maintained lawful meal and rest period policies.

26 29. The catalyst of this litigation concerned allegations that the aggrieved employees were denied
27 legally compliant meal and rest periods, and were not paid for all hours worked. Investigations
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(including expert analysis) completed by Plaintiffs' counsel revealed that Defendant's timekeeping policies and employee records were not in compliance with California law. However, these investigations also revealed that the "rate of violation" by Defendant was significantly less than 100%. On many of those occasions, it appears that Defendant did, in fact, comply with the law.

30. Prior to settlement, Plaintiffs and retained experts conducted a thorough expert analysis of the documents and data produced by Defendant. This included an analysis of all relevant written policies and *all* time and wage records and phone records, computer log records and emails for other putative aggrieved employees. Given the expert report Plaintiffs' Counsel were able to realistically assess the value of Plaintiffs' claims, and intelligently engage Defense Counsel in settlement discussions that culminated in the proposed settlement now before the Court. Plaintiffs expert calculated the estimated maximum scope of liability as being between **\$2,000,000.00** and **\$3,000,000.00**.

31. However, as is set forth more fully below, all counsel are aware "maximum" awards in PAGA only cases are exceedingly rare. Moreover, most trial Courts (including this Trial Court, in the *Carrington* matter) decline to "stack" PAGA penalties. "Stacking" refers to imposing multiple penalties for one alleged "harm." *E.g.* one single late meal period could arguably violate at least four Labor Code provisions that allow for separate penalties pursuant to PAGA.

32. Plaintiffs were able to identify hundreds of examples of "missing" or "late" Meal Periods without the provision of a Meal Period Penalty Payment. However, Defendant argued that these records do not conclusively show whether (1) Defendant actually failed to provide the Meal Period, (2) there was a voluntary waiver, (3) employees forgot to clock out, or (4) employees voluntarily chose to skip or take them late even though they were provided.

33. Plaintiffs also alleged Defendants' written policies were illegal, and improperly restricted class members from leaving the premises during their Rest Periods. Defendants argued that witness testimony would demonstrate that - in practice - Defendants did not restrict its employees from "leave the premises" during Rest Periods. The rest period claims would have

1 been harder to prove on a representative basis given that rest breaks were not recorded on the
2 time records.

3 34. Plaintiffs allege that Defendant failed to pay minimum wages to employees for all time spent
4 under Defendant's control. This allegation is based on the following alleged facts: Defendant
5 failed to maintain accurate Time Records to the detriment of the employees. More
6 specifically, although Defendants would receive "to-the-minute" start and end times,
7 Defendants would thereafter alter - deduct time from - the Time Record, prior to payment of
8 compensation to the employees. Plaintiff alleges that Defendant failed to pay Plaintiff and all
9 other Aggrieved Employees all compensation, including overtime compensation, due in
10 violation of, among other statutes, Labor Code section 510. These violations occurred due to
11 Defendants' illegal policies, referenced above, whereby employees experienced monetary
12 under-compensation. The systematic failure to provide proper overtime compensation is a
13 violation of California law. Additionally, Defendants also failed to provide the actual
14 Overtime Rate of Pay by ignoring certain compensation when calculating the Regular Rate
15 of Pay including, but not limited to, various forms of bonus and/or incentive pay, and the
16 value of employee benefits and employee discounts, in violation of Labor Code section 510.

17 35. The remaining claims are largely derivative, in that Wage Statement and Labor Code § 203
18 penalties would only be permissible if the above claims are proven. Plaintiffs had also alleged
19 violations for failure to reimburse business expenses pursuant to Labor Code § 2802.
20 However, it appeared Defendant had compliant reimbursement policies and any un-
21 reimbursed expenses would have been very minimal.

22 36. Plaintiffs' counsel is aware of the Court's discretion to mitigate penalties pursuant to
23 California Labor Code section 2699(e)(2). To confirm, Plaintiffs' counsel experienced the
24 mitigation of "PAGA" penalties in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504.
25 In *Carrington*, Judge Bacal significantly mitigated PAGA penalties (\$5 per violation), due to
26 the efforts made by the employer to comply with the law. Moreover, most trial Courts,
27 including *this* Trial Court, in the *Carrington* matter, have declined to "stack" PAGA penalties.
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1 “Stacking” refers to imposing multiple penalties for one alleged “harm.” *E.g.* one single late
2 meal period could arguably violate at least four Labor Code provisions that allow for a penalty
3 pursuant to PAGA.

4 37. Plaintiffs’ counsel agrees that penalties *should* be mitigated where violations are minimal (or
5 rare), or where the employer makes significant efforts to comply with the Labor Code.

6 38. Here, on the above, (including expert analysis completed by Plaintiffs’ counsel) it was
7 determined that Defendant’s timekeeping policies and employee records were not in
8 compliance with California law. However, these investigations also revealed that the “rate
9 of violation” by Defendant was significantly less than 100%. On many of those occasions,
10 it appears that Defendant did, in fact, comply with the law.

11 39. Based on all factors in this case and the experience of counsel it is the opinion of Plaintiffs’
12 counsel that the settlement fair, adequate, and reasonable. Specifically, Plaintiffs’ counsel’s
13 understanding is that Defendant has agreed to review its policies and practices, and amend
14 them to the extent they do not comply with California law.

15 40. Plaintiffs have uploaded this entire motion to the LWDA, concurrent with the filing. (See the
16 concurrently submitted Proof of Service on the LWDA.) To date, Plaintiffs have not received
17 a response from the LWDA regarding the proposed settlement. If the LWDA contacts
18 Plaintiffs’ counsel at any time prior to the hearing, Plaintiffs’ counsel will provide an updated
19 declaration to the Court.

20 41. The parties proposed notice to accompany the settlement checks is attached as an Exhibit to
21 the Settlement Agreement (**Exhibit 7**).

22 42. The named Plaintiff Marcelino Ortuno contributed extensive time and resources in the
23 prosecution of this case. Plaintiff was able to provide information instrumental to the
24 prosecution of this matter including identifying numerous witnesses that could corroborate
25 the claims. Plaintiff also assisted with reviewing and providing insight on Defendant’s
26 documents produced. Plaintiff brought to our attention numerous Labor Code violations that
27 formed the basis of the litigation and assisted counsel with finalizing the settlement.
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1 43. I know (from experience) that any company who does a detailed background check, will be
2 able to determine that Plaintiffs are serving as PAGA and/or class representatives in a lawsuit
3 against their former employer.

4 44. Here, by "sticking out their neck out" as PAGA Representatives in a publicly filed lawsuit,
5 Plaintiffs took a substantial risk that may adversely impact their ability to work in this field
6 in the future. An entire industry exists that allows employers to run extensive background
7 searches on potential employees. Companies who provide these services specifically highlight
8 the fact that their services allows employers to weed out litigious employment candidates. One
9 such service outlines ways that employers can "get a sense of whether a prospective employee
10 is likely to sue" the employer, through background checks and other means, to screen out
11 t h e s e e m p l o y e e s .
12 www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees. Onicra
13 Credit Rating Agency of India states: "Background screening has become a necessity in
14 today's litigious society." Back Track Screening also represents: "In today's litigious culture,
15 employers simply cannot afford to hire employees who will put their company at risk."
16 <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

17 45. Finally, any employer may simply check the various Superior Court of California websites and
18 conduct a party name search to uncover whether an applicant has previously filed litigation
19 against their employer.

20 46. Plaintiff also risked personally owing a large cost award, which I estimate would be well into
21 the tens of thousands of dollars, had the claims been unsuccessful.

22 47. Despite all the risks, Plaintiff at all times remained committed to securing a monetary
23 recovery on behalf of the entire group of aggrieved employees.

24 48. The parties have agreed to engage CAC Services Group, LLC ("CAC") as the Settlement
25 Administrator. CAC has agreed to carry out all Administration duties for an amount not to
26 exceed **\$7,600.00**.
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1 49. CAC has extensive experience acting as a Settlement Administrator and is prepared to carry
2 out all Settlement Administration duties consistent with the parties Agreement and the Final
3 Order of this Court.
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5 I declare under penalty of perjury under the laws of the State of California that the foregoing
6 is true and correct. Executed this 14th day of August, 2025 at San Diego, California.
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8 _____
9 RYAN T. KUHN
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EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

MARCELINO ORTUNO, in a Representative
capacity only, and on behalf of other members of
the general public similarly situated,

Plaintiff,

v.

DUNN-EDWARDS CORPORATION, a
Delaware Corporation, and DOES 1-10,
inclusive,

Defendants.

Case No. 37-2023-00046612-CU-OE-CTL

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of San Diego ("Court"), Plaintiffs MARCELINO ORTUNO and JOSE BRIAN DE LA ROSA ("Plaintiffs") individually and in their capacity as representatives of the State of California on behalf of other aggrieved employees, and Defendant DUNN-EDWARDS CORPORATION ("Defendant") (collectively with Plaintiffs, the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of Plaintiffs' claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Agreement" or "Settlement" or "Settlement Agreement" means this Joint PAGA Settlement Agreement.

2. "De La Rosa Action" means *De La Rosa v. Dunn-Edwards Corporation, et al.*, No. 24STCV01540 (Los Angeles County Superior Court).

3. "Ortuno Action" means *Ortuno v. Dunn-Edwards Corporation, et al.*, No. 37-2023-00046612-CU-OE-CTL (San Diego County Superior Court).

4. "Actions" shall collectively mean the De La Rosa Action and Ortuno Action.

5. "Aggrieved Employees" means all persons who worked for Defendant as non-exempt, hourly employees in the State of California at any time during the Settlement Period.

6. "Court" means the Superior Court for the State of California, County of San Diego.

7. "Gross Settlement Amount" means the settlement amount of One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00) to be paid by Defendant in full satisfaction of all Settled Claims arising from the Action.

8. "LWDA" means the California Labor and Workforce Development Agency.

9. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees and Costs, Service Award, and Settlement Administrator Costs.

10. "Plaintiffs' Counsel" means Sullivan & Yaeckel Law Group, APC and Protection Law Group, LLP.

11. "Released Parties" means Defendant and its officers, directors, agents, and employees, and agents.

12. "Service Award" means the amount to be paid to Plaintiffs as payment for their services on behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of their employment with Defendant.

13. "Settled Claims" means all claims for PAGA civil penalties that were or could have been sought by the Plaintiffs and/or the LWDA for the violations identified in Plaintiffs' pre-filing letters to the LWDA and the Plaintiffs' Complaints filed in the Actions, including minimum wage and overtime violations, failure to provide compliant meal periods, failure to provide compliant rest periods, wage statement violations, failure to provide compliant expense reimbursement payments, and failure to provide all final compensation to former employees.

14. "Settlement Period" means the period from August 22, 2022 through approval of the settlement.

TERMS

15. Gross Settlement Amount. In consideration for Plaintiffs' promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay One Million Two Hundred and Fifty Thousand Dollars (\$1,250,000.00) ("Gross Settlement Amount") to settle the Action. The Gross Settlement Amount includes Plaintiffs' attorneys' fees, litigation costs and expenses, consideration for Plaintiffs' service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant.

16. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

1 16(a) Defendant will calculate: (i) the total number of pay periods worked by each
2 Aggrieved Employee during the Settlement Period, and (ii) the total number
3 of pay periods worked by all Aggrieved Employees during the Settlement
4 Period.

5 16(b) To determine each Aggrieved Employee's payment from the PAGA
6 Penalties Fund, Defendant will use the following formula: Settlement
7 Payment = 25% of PAGA Penalties Fund $\times$ [Pay Periods Worked by
8 Individual Aggrieved Employee During the Settlement Period $\div$ Total Pay
9 Periods Worked by All Aggrieved Employees during the Settlement Period].

10 16(c) Defendant estimates that Aggrieved Employees worked a combined total of
11 approximately Fifty-Five Thousand Three Hundred and Twelve (55,312) Pay
12 Periods during the Settlement Period. If the actual number of Pay Periods
13 worked by Aggrieved Employees during the Settlement Period is greater than
14 Ten Percent (10%) of this estimate, then Defendant must either (a) increase
15 the Gross Settlement Amount on a proportional basis above Ten Percent
16 (10%) (for example, if there is an Eleven Percent (11%) increase in the
17 number of Pay Periods worked during the Settlement Period, then Defendant
18 would increase the Gross Settlement Amount by One Percent (1%) or (b)
19 elect to cut off the Settlement Period as of the date the Pay Periods reach 10%
20 above 55,312 Pay Periods.

21 17. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
22 motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than one-third (1/3) of the Gross
23 Settlement Amount, or Four Hundred and Sixteen Thousand Six Hundred Sixty Six Dollars and Sixty
24 Seven Cents (\$416,666.67), plus the reimbursement of all out-of-pocket costs and expenses associated
25 with Plaintiffs' Counsel's litigation and settlement of the Action (including expert/consultant fees,
26 investigations costs, etc.), not to exceed Twenty One Thousand Dollars (\$21,000.00), both of which will
27 be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to
28 Plaintiffs' Counsel will be added to the PAGA Penalties Fund.

18. Service Award. For a general release of all claims Plaintiffs may have against Defendant arising out of their employment, and for their service on behalf of the LWDA and Aggrieved Employees, Defendant agrees not to oppose or impede any application or motion by Plaintiffs for a service award of up to Ten Thousand Dollars (\$10,000) ("Service Award") each, for a total of Twenty Thousand Dollars (\$20,000.00). Upon receipt of the Service Award, Plaintiffs will be deemed to have fully released and discharged Defendant from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendant arising out of, or relating to, Plaintiffs' employment with Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

19. Plaintiffs understand and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Service Award sought by Plaintiffs are not ultimately awarded by the Court.

20. Settlement Administration Costs. The Parties will retain CAC Services Group, LLC as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there are

approximately 1,339 Aggrieved Employees, Settlement Administration Costs are estimated at Seven Thousand Six Hundred Dollars (\$7,600.00).

21. First Amended Complaint: As a condition of settlement, prior to filing Plaintiffs' Motion for Approval of PAGA Settlement, Plaintiff Ortuno will file a First Amended Complaint ("FAC") in the Ortuno Action, specifically to add Plaintiff De La Rosa as a plaintiff and proposed PAGA Representative and to assert the claims alleged in the De La Rosa Action. Defendant will not be required to file an answer or other responsive pleading to the FAC. If, for any reason, the Court does not approve of the Settlement, or if the Settlement does not become final for any reason, then the FAC will be deemed withdrawn and the Complaint will again become the operative complaint in the Ortuno Action without prejudice to Plaintiffs' right to seek leave to file another amended complaint and without prejudice to Defendant's rights to object and/or challenge an amended pleading. Defendant does not impliedly or expressly waive any arguments or defenses to the FAC.

22. Dismissal of PAGA Cause of Action in the De La Rosa Action: As part of this Settlement, Plaintiff De La Rosa agrees to secure the Court's entry of the Order dismissing his causes of action from the De La Rosa Action without prejudice. The Parties shall cooperate in moving the Court to enter an order dismissing the causes of action in the De La Rosa Action without prejudice, after the entry of the final order and judgment in the Ortuno Action.

23. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment").

24. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number, if available; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

1 25. Funding of the Settlement. Within seven (7) calendar days after entry of the Order and
2 Judgment, Defendant will deposit the Gross Settlement Amount into the QSF to be established by the
3 Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the
4 Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce
5 Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator,
6 and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

7 26. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
8 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an
9 explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a
10 search based on the National Change of Address Database for information to update and correct for any
11 known or identifiable address changes. Any checks returned as non-deliverable on or before the check
12 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
13 thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to
14 determine the correct address using a skip-trace, or other search using the name, address or Social Security
15 number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will
16 remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding
17 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to
18 The Justice Gap Fund maintained by The State Bar of California. All settlement payments to Aggrieved
19 Employees will be treated as miscellaneous income for which a 1099 will be issued.

20 27. Settled Claims. Upon entry of the Order and Judgment, Plaintiffs and the LWDA will be
21 forever barred from pursuing against Defendant and the Released Parties any and all Settled Claims during
22 the Settlement Period. Other than for themselves, Plaintiffs do not release any Aggrieved Employee's
23 claims for wages or damages.

24 28. No Right to Exclusion or Objections by Representative Action Members. Because this
25 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as a proxy and as a
26 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
27 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
28 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,

1 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also
2 agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

3 29. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
4 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
5 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
6 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
7 the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts
8 to which any Aggrieved Employee may be entitled under any benefit plans.

9 30. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
10 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
11 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
12 right herein released and discharged.

13 31. Nullification of Settlement Agreement. In the event that: (a) the Court does not approve
14 the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then
15 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and
16 the Parties will be returned to their original respective positions.

17 32. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
18 will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
19 of the terms of the Settlement, (b) settlement administration matters, and (c) such post-Judgment matters
20 as may be appropriate under court rules or as set forth in this Settlement.

21 33. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
22 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
23 on the Parties.

24 34. Amendment or Modification. This Settlement Agreement may be amended or modified
25 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
26 Parties, and approved by the Court.

27 35. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
2 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
3 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
4 use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach
5 agreement on the form or content of any document needed to implement the Settlement, or on any
6 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
7 may seek the assistance of the Court to resolve such disagreement.

8 36. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
9 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 37. California Law Governs. All terms of this Settlement Agreement will be governed by and
11 interpreted according to the laws of the State of California.

12 38. Execution and Counterparts. This Settlement Agreement is subject only to the execution
13 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
14 executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and
15 scanned copies of the signature pages, will be deemed to be one and the same instrument.

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

21 40. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
22 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
23 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

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

28 42. Captions. The captions and section numbers in this Settlement Agreement are inserted for

1 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
2 provisions of this Settlement Agreement.

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

6 44. Enforcement Action. In the event that one or more of the Parties institutes any legal action
7 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to
8 declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
9 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
10 witness fees incurred in connection with any enforcement actions.

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

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

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

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

27 49. Denial of Liability. The Parties expressly recognize that the making of this agreement does
28 not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in

this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Marcelino Ortuno

PLAINTIFF

Dated: 7/26/2025

Signed by:
Jose Brian De La Rosa

Jose Brian De La Rosa

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
Dunn-Edwards Corporation

APPROVED AS TO FORM

SULLIVAN & YAECKEL LAW GROUP, APC

Dated: _____

Eric Yaeckel
Attorneys for Plaintiff Marcelino Ortuno

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PROTECTION LAW GROUP, LLP



Dated: July 25, 2025

Heather Davis

Ryan T. Chuman

Attorneys for Plaintiff Jose Brian De La Rosa

JACKSON LEWIS P.C.



Dated: August 1, 2025

Adam Y. Siegel

Attorneys for Defendant Dunn Edwards Corporation

4930-0028-5015, v. 1

1 this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or
2 communications, nor any materials prepared, exchanged, issued or used during the pendency of the
3 Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be
4 admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or
5 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
6 rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this
7 agreement may be used in any proceeding in the Court that has as its purpose the interpretation,
8 implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in
9 connection therewith.

10 **READ CAREFULLY BEFORE SIGNING**

11 **PLAINTIFF**

12
13 Dated: _____

Marcelino Ortuno

14
15 **PLAINTIFF**

16 Dated: _____

Jose Brian De La Rosa

17
18 **DEFENDANT**

19 Dated: _____

[Name of Authorized Signatory]
Dunn-Edwards Corporation

20
21
22 **APPROVED AS TO FORM**

23 **SULLIVAN & YAECKEL LAW GROUP, APC**

24
25 Dated: _____

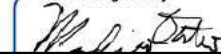
Ryan Kuhn
Eric Yaeckel
Ryan T. Kuhn
Attorneys for Plaintiff Marcelino Ortuno

communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

DocuSigned by:



7/1/2025

Dated: _____

Marcelino Ortuno

PLAINTIFF

Dated: _____

Jose Brian De La Rosa

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
Dunn-Edwards Corporation

APPROVED AS TO FORM

SULLIVAN & YAECKEL LAW GROUP, APC

Dated: _____

Eric Yaeckel
Attorneys for Plaintiff Marcelino Ortuno

1 this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or
2 communications, nor any materials prepared, exchanged, issued or used during the pendency of the
3 Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be
4 admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or
5 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
6 rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this
7 agreement may be used in any proceeding in the Court that has as its purpose the interpretation,
8 implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in
9 connection therewith.

10
11 **READ CAREFULLY BEFORE SIGNING**

12 **PLAINTIFF**

13 Dated: _____

Marcelino Ortuno

15 **PLAINTIFF**

16 Dated: _____

Jose Brian De La Rosa

18 **DEFENDANT**

19 Dated: 7-28-2025

[Name of Authorized Signatory] Robert Hill
Dunn-Edwards Corporation CFO

23 **APPROVED AS TO FORM**

24 **SULLIVAN & YAECKEL LAW GROUP, APC**

25 Dated: _____

Eric Yaeckel
Ryan T. Kuhn
Attorneys for Plaintiff Marcelino Ortuno

EXHIBIT 2

From: [DIR PAGA Unit](#)
To: [Ryan Kuhn](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, May 28, 2025 12:54:46 PM

05/28/2025 12:54:24 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

From: no-reply@formassembly.com
To: [Ryan Kuhn](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, July 22, 2025 11:22:27 AM

07/22/2025 11:22:06 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 07/22/2025 11:22:06 AM your Proposed Settlement was successfully processed for case number LWDA-CM-974936-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

EXHIBIT 5

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{t-1/2}$ Years Out of Law School $i_{t-1/2}$ is calculated from June 1 of each year, when most law students graduate. $i_{t-1/2}-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{t-1/2}-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{t-1/2}-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{t-1/2}-7$ " on June 1, 1999, and tier $i_{t-1/2}-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

LWDA	\$75.00	
Postage	\$35.20	
Signature Resolution, LLC	\$5,495.00	
Knox	\$128.35	
Superior Court	\$28.60	
One Legal	\$631.93	
Transportation	\$612.55	
Research	\$2,892.00	
Copies & Paper	\$1,429.46	
Subtotal	\$11,328.09	5/16/2025
2nd Sub-total	\$11,328.09	5/16/2025

EXHIBIT 7

NOTICE OF PAGA SETTLEMENT

Marcelino Ortuno, et al. v. Dunn Edwards Corporation.

(Superior Court of California, County of San Diego, Case No. 37-2023-00046612-CU-OE-CTL)

INSERT TPA INFO

« e»
«BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”) (“the Action”). The plaintiffs are Marcelino Ortuno and Jose Brian De La Rosa (“Plaintiffs”), and the Defendant is Dunn Edwards Corporation. (“Defendant”). The Action seeks civil penalties for purported violations of the California Labor Code on behalf of all individuals who worked for Defendant in California who were employed during the PAGA Period (“PAGA Group Employees”). The PAGA Period is August 22, 2022 through **Date of Court Approval**.

It is important to note that Defendant denies all claims and allegations in the Action, denies that it owes any penalties, and asserts that it have fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of the PAGA claims. All aggrieved employees are deemed to waive and release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Defendant from any and all claims for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged pleadings, alleged in the LWDA notice, prosecuted in this lawsuit, as well as claims for civil penalties arising at any time during the PAGA period that could have been alleged based on the facts alleged in the pleadings, stated in the LWDA notice, or raised in this case. You will be bound by the release of PAGA claims even if you do not cash your settlement check.

The Settlement resolves all PAGA claims alleged in the Action, including but not limited to remedies available under Labor Code section 2699, for violations of the California Labor Code governing: meal and rest breaks, unpaid wages, minimum wage, overtime pay, wage statements, business expense reimbursement, and final pay. You will retain your right to bring claims against Defendant in your individual capacity.

By Order dated **Date of Court Approval**, the Superior Court approved the Settlement and the release of the Claims. According to the Defendant’s records, you are a PAGA Group Employee and therefore entitled to a share of the settlement based upon the Court approved allocation.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to the Settlement Administrator using the contact information at the top of this correspondence.