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MARCELINO ORTUNO

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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

Plaintiffs,

vs.

DUNN EDWARDS CORPORATION, a Delaware corporation; and DOES 1 through 10, inclusive,

Defendants.

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

Assigned for all purposes to:
Hon. Blaine K. Bowman, Department C-74

**DECLARATION OF HEATHER DAVIS
IN SUPPORT OF MOTION FOR ORDER
APPROVING SETTLEMENT PURSUANT
TO CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
AND ENTERING JUDGMENT**

Hearing Date: September 19, 2025
Hearing Time: 8:30 a.m.
Department: C-74

Complaint Filed: October 6, 2023
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Trial Date: October 10, 2025

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1 cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience
2 performing the following types of tasks: drafting demurrers; motions to strike and/or dismiss;
3 removing actions from state court to federal court; drafting and responding to written discovery;
4 drafting and opposing discovery related motions; arguing discovery related motions; drafting motions
5 to consolidate related matters; interviewing putative class members and obtaining declarations in
6 connection with class certification; drafting oppositions to motions for class certification; drafting
7 motions for decertification following class certification; conducting exposure analyses to assess the
8 strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification and
9 potential damages resulting from such claims; drafting mediation briefs; serving as the primary
10 contact to in-house counsel; deposing plaintiffs and putative class members; deposing retained expert
11 witnesses; and defending the depositions of corporate witnesses. In short, I played an integral role in
12 all aspects of litigation from the inception of a matter through and beyond class certification.

13 6. During my practice in other jurisdictions and continuing today, I have been primarily
14 devoted to working in employment law and on complex class action and representative litigation and
15 multi-plaintiff work.

16 7. Protection Law Group, LLP is a law firm specifically devoted to the representation of
17 employees against employers in California involving claims relating to violations of the California
18 Labor Code, including claims for failure to pay all wages owed, failure to pay overtime premiums,
19 failure to pay meal and rest premiums and failure to provide accurate wage records. The practice of
20 employment law is a very specific, narrow field which requires diligence in an ever-evolving field of
21 substantive and procedural law.

22 8. Although not exhaustive, below is a representative list of several of the wage and hour
23 class actions that I performed substantial work on while I was an attorney with Littler Mendelson,
24 including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562 (2010); *Brizuela*
25 *v. Copart, Inc.*, CIVRS11101592, (San Bernardino Superior Court class action settlement); *Augustus*
26 *v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki v. United Airlines*, 2:11-CV9191
27 (Central District class action settlement); *Babasa v. Comerica, Inc.*, 3:11-CV00595; *Leyva v. Medline*
28 *Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v. Coldwell Banker Residential Brokerage Co.*,

1 BC417335, (Los Angeles Superior Court, class action settlement); and *Acosta v. Texwood Industries,*
2 *Inc.*, 2:07-cv-03237-DDP-PLA (Central District class action settlement).

3 9. Since opening my firm, I have served as lead counsel or co-class counsel in several
4 wage and hour class and/or representative actions seeking wages and penalties owed on behalf of
5 employees for which final approval of the settlement or class certification has been granted, including,
6 but not limited to the following:

- 7 • *Holzer v. Wedbush Securities, Inc.*, BC 550462 (Los Angeles County Superior Court wage
8 and hour class action certifying class of independent contractors and appointing Protection
9 Law Group, LLP as class counsel);
- 10 • *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles County Superior Court wage
11 and hour class action certifying class of all non-exempt employees and appointing
12 Protection Law Group, LLP as class counsel);
- 13 • *Morera v. Continental Assets Mgmt.*, BC502003, (Los Angeles County Superior Court
14 wage and hour class action appointing Protection Law Group, LLP as class counsel in
15 settlement);
- 16 • *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court,
17 Northern District of California, wage and hour class action settlement and appointment
18 Protection Law Group, LLP as class counsel in settlement);
- 19 • *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles County Superior
20 Court wage and hour Class action appointing Protection Law Group, LLP as class counsel
21 in settlement);
- 22 • *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles County Superior Court
23 wage and hour class action appointing Protection Law Group, LLP as class counsel in
24 settlement);
- 25 • *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage
26 and hour class action);
- 27 • *Glenn v. Decron Properties Corp.*, BCC 578035 (Los Angeles County Superior Court
28 wage and hour class action appointing Protection Law Group, LLP as class counsel in

1 settlement);

- 2 • *Torres v. Auto Rescue et al.*, RIC 1509900 (Riverside County Superior Court wage and
- 3 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 4 • *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court
- 5 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 6 settlement);
- 7 • *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage and
- 8 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 9 • *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles County Superior Court
- 10 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 11 settlement);
- 12 • *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles County Superior Court wage
- 13 and hour class action appointing Protection Law Group, LLP as class counsel in
- 14 settlement);
- 15 • *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central
- 16 District of California appointing Protection Law Group, LLP as class counsel in
- 17 settlement);
- 18 • *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV 530405 (San Mateo County Superior
- 19 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
- 20 in settlement);
- 21 • *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles County Superior
- 22 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
- 23 in settlement);
- 24 • *Eiden v. Olive & June*, BC654685 (Los Angeles County Superior Court wage and hour
- 25 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 26 • *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino County Superior Court wage and
- 27 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 28 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino County Superior

1 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
2 in settlement);

- 3 • *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American
4 Arbitration Association wage and hour class action appointing Protection Law Group,
5 LLP as class counsel in settlement on behalf of class of 75,000+ putative class members);
- 6 • *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo County Superior
7 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
8 in settlement);
- 9 • *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles County Superior Court
10 wage and hour class action appointing Protection Law Group, LLP as class counsel in
11 settlement);
- 12 • *Ramirez v. Western National Properties*, BC639319 (Los Angeles County Superior Court
13 wage and hour class action appointing Protection Law Group, LLP as class counsel in
14 settlement);
- 15 • *Hernandez v. Access Dental Plan et. al*, 34-2017-00220944 (Sacramento County Superior
16 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
17 in settlement);
- 18 • *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS 1803211 (San Bernardino
19 County Superior Court wage and hour class action appointing Protection Law Group, LLP
20 as class counsel in settlement);
- 21 • *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles County Superior Court
22 wage and hour class action appointing Protection Law Group, LLP as class counsel in
23 settlement);
- 24 • *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino County
25 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
26 counsel in settlement);
- 27 • *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles County Superior Court
28 wage and hour class action appointing Protection Law Group, LLP as class counsel in

1 settlement);

- 2 • *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento County
- 3 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
- 4 counsel in settlement);
- 5 • *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus County Superior Court wage and
- 6 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 7 • *Correa v. Cashbak, LLC*, BC723845 (Los Angeles County Superior Court wage and hour
- 8 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 9 • *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego County Superior Court wage
- 10 and hour class action appointing Protection Law Group, LLP as class counsel in
- 11 settlement);
- 12 • *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo County Superior
- 13 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
- 14 in settlement);
- 15 • *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernardino County Superior Court
- 16 approving PAGA Settlement);
- 17 • *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court
- 18 approving PAGA Settlement);
- 19 • *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court
- 20 approving PAGA Settlement);
- 21 • *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior
- 22 Court approving PAGA Settlement);
- 23 • *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County
- 24 Superior Court approving PAGA Settlement);
- 25 • *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo Superior Court wage and
- 26 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 27 • *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County
- 28 Superior Court approving PAGA Settlement);

- 1 • *Corea v. KHRG Argyle LLC, et al.*, 20STCV09640 (Los Angeles County Superior Court
- 2 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 3 settlement); and
- 4 • *Hernandez v. Acceptance Insurance Agency of Tennessee Inc.*, 20STCV03873 (Los
- 5 Angeles County Superior Court wage and hour class action appointing Protection Law
- 6 Group, LLP as class counsel in settlement).
- 7 • *Elliott v. Safeamerica Credit Union*, RG19016356 (Alameda County Superior Court
- 8 approving Class Action and PAGA Settlement)
- 9 • *Herrera et al. v. Anixter, Inc. et al.*, 30-2020-01142893-CU-OE-CXC (Orange County
- 10 Superior Court approving Class Action and PAGA Settlement);
- 11 • *Alvarez v. 2H Construction, Inc.*, 21STCV05675 (Los Angeles County Superior Court
- 12 approving Class Action and PAGA Settlement);
- 13 • *Bahena v. New Way Landscape & Tree Services*, 37-2020-00030533-CU-OE-CTL (San
- 14 Diego County Superior Court approving Class Action and PAGA Settlement);
- 15 • *Guerrero v. Food Technology and Design, LLC*, 18STCV02304 (Los Angeles County
- 16 Superior Court approving Class Action Settlement);
- 17 • *Gonzalez v. Vista Pacifica Enterprises, Inc.*, RIC2001557 (Riverside County Superior
- 18 Court approving PAGA Settlement);
- 19 • *Alvarado v. Kiwi II Construction, Inc.*, RIC2001558 (Riverside County Superior Court
- 20 approving PAGA Settlement);
- 21 • *Carrillo v. Weartech International, Inc.*, 30-2020-01151333-CU-OE-CXC (Orange
- 22 County Superior Court approving Class Action and PAGA Settlement);
- 23 • *McCrumb v. Trifecta Management Group, Inc. et al.*, BCV-19-100621 (Kern County
- 24 Superior Court approving Class Action and PAGA Settlement);
- 25 • *Andrade v. Dirt Movers, Inc.*, STK-CV-UOE-2021-0008346 (San Joaquin County
- 26 Superior Court approving Class Action and PAGA Settlement);
- 27 • *Barela v. Quail Park Retirement Village, LLC*, VCU282224 (Tulare County Superior
- 28 Court approving Class Action Settlement)

- 1 • *Martinez v. Merit Logistics, LLC*, RIC2001625 (Riverside County Superior Court
- 2 approving Class Action and PAGA Settlement)
- 3 • *Aguilar v. Animal Supply Company, LLC*, 19STCV31413 (Los Angeles County Superior
- 4 Court approving Class Action and PAGA Settlement)
- 5 • *Marquez v. Collabera Inc.*, 37-2022-00010988-CU-0E-CT (San Diego Superior Court
- 6 approving Class Action and PAGA Settlement);
- 7 • *Hernandez v. Baltazar Construction, Inc.*, 21STCV11456 (Los Angeles County Superior
- 8 Court approving Class Action and PAGA Settlement)
- 9 • *Cortez v. Perfect Pac L.P.*, MCV084722 (Madera County Superior Court approving Class
- 10 Action and PAGA Settlement)
- 11 • *Rivera v. J.B. Wholesale Roofing and Building Supplies, Inc.*, 21TRCV00503 (Los
- 12 Angeles County Superior Court approving Class Action and PAGA Settlement)
- 13 • *McCoy v. Road Runner Sports, Inc.*, 19STCV37733 (Los Angeles County Superior Court
- 14 approving Class Action and PAGA Settlement)
- 15 • *Lopez v. Bio-Reference, LLC*, 21STCV46533 (Los Angeles County Superior Court
- 16 approving Class Action and PAGA Settlement)
- 17 • *Holladay v. Grandcare Health Services, LLC et al.*, 20STCV42115 (Los Angeles County
- 18 Superior Court approving Class Action and PAGA Settlement)
- 19 • *Brooks v. Younger MFG, Co.*, 19STCV20386 (Los Angeles County Superior Court
- 20 approving Class Action and PAGA Settlement)
- 21 • *Jurado v. Aequor Healthcare Services, LLC, et. al*, 21STCV06001 (Los Angeles County
- 22 Superior Court approving Class Action and PAGA Settlement)
- 23 • *Ray et.al v. Unical Aviation, Inc.*, CIVDS1804952 (Lead Case) (San Bernardino County
- 24 Superior Court approving Class Action and PAGA Settlement)
- 25 • *McGrew v. Pabon Construction Company*, 21STCV30819 (Los Angeles County Superior
- 26 Court approving Class Action and PAGA Settlement)
- 27 • *Mijangos v. Grant Construction Inc.*, BCV-23-102043-TMS (Kern County Superior
- 28 Court approving Class Action and PAGA Settlement)

- 1 • *Parrott v. Knorr Systems Int'l, LLC et.al.*, 30-2022-01268047-CU-OE-CXC (Orange
- 2 County Superior Court approving Class Action and PAGA Settlement)
- 3 • *Gonzalez et.al. v. Children's Home of Stockton*, STK-CV-UOE-2022-0006373 (San
- 4 Joaquin County Superior Court approving Class Action and PAGA Settlement)
- 5 • *Varela v. McKinley Children's Center*, 22STCV17487 (Los Angeles County Superior
- 6 Court approving Class Action and PAGA Settlement)
- 7 • *Torres v. Jan Marini, Skin Research, Inc.*, 22CV401294 (Santa Clara County Superior
- 8 Court approving Class Action and PAGA Settlement)
- 9 • *Muir v. Dave's World, Inc. dba Tahoe Dave's Skis & Boards*, S-CV-0049251 (Placer
- 10 County Superior Court approving Class Action and PAGA Settlement)
- 11 • *Garcia v. City Wide Property Services, Inc.*, 34-2022-00328787 (Sacramento County
- 12 Superior Court approving Class Action and PAGA Settlement)
- 13 • *Cazarez et. al v. West Coast Drywall & Co., Inc.*, RIC1902851 (Riverside County
- 14 Superior Court approving Class Action and PAGA Settlement)
- 15 • *Villanueva v. RedRock Technologies, Inc.*, 30-2022-01263687-CU-OE-CXC (Orange
- 16 County Superior Court approving Class Action and PAGA Settlement)
- 17 • *Ellis v. Paylocity Corporation*, 22CV014356 (Alameda County Superior Court approving
- 18 Class Action and PAGA Settlement)
- 19 • *Renteria v. Paramount Export Company*, 23CV028255 (Alameda County Superior Court
- 20 approving PAGA Settlement)
- 21 • *Martinez v. L.A. County Masonry, Inc*, 23STCV22388 (Los Angeles County Superior
- 22 Court approving Class Action and PAGA Settlement)
- 23 • *Cortez v. Direct Painting, Inc*, 23STCV02248 (Los Angeles County Superior Court
- 24 approving Class Action and PAGA Settlement)
- 25 • *Diaz v. Express Services, Inc.*, 30-2019-01049858-CU-OE-CXC (Orange County
- 26 Superior Court approving Class Action and PAGA Settlement)
- 27 • *Luckett et. al v. Thistle Health, Inc*, FCS058261 (Solano County Superior Court
- 28 approving PAGA Settlement)

- 1 • *Ellis v. Paylocity Corporation*, 22CV014356 (Alameda County Superior Court
- 2 approving Class Action and PAGA Settlement)
- 3 • *Johnson v. Tecnico Corporation*, 37-2022-00021970-CU-OE-CTL (San Diego County
- 4 Superior Court approving Class Action and PAGA Settlement)
- 5 • *Reyna et. al v. Brilliant General Maintenance, Inc.*, RG19004658 / JCCP 005127
- 6 (Alameda County Superior Court approving Class Action and PAGA Settlement)

7 10. Including myself, Protection Law Group includes twelve (12) attorneys, all of whom
8 actively and continuously represent plaintiffs in employment class actions and representative actions,
9 in Superior Courts throughout the State of California, in the Court of Appeal, and in various Federal
10 courts. Because of the unique history and nature of our practice, all of the attorneys at Protection Law
11 Group have a high level of knowledge and experience in labor and employment law.

12 11. I am fully familiar with the legal and factual issues in this case and have specific
13 experience litigating complex wage and hour actions as class actions, including employment cases as
14 set forth above. The Settlement presented here only resulted after having engaged in extensive formal
15 and informal discovery and investigation and is the product of hard-fought litigation and extensive
16 arms' length negotiations. In my opinion as an experienced counsel, the Settlement is fair, reasonable,
17 adequate, and in the best interests of the State and the Aggrieved Employees.

18 **PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

19 12. Defendant Dunn-Edwards Corporation ("Defendant") is a manufacturer, distributor,
20 and retailer of paint and painting supplies in the Southwestern United States since 1925.

21 13. Plaintiff Jose Brian De La Rosa ("Plaintiff De La Rosa") worked for Defendant as a
22 an hourly-paid, non-exempt Sales Associate, Senior Color Tech, and Customer Service Lead from
23 approximately August 2016 to June 2023. See also Declaration of Jose Brian De La Rosa ¶2.

24 14. Plaintiff Marcelino Ortuno ("Plaintiff Ortuno") worked for Defendant as an hourly-
25 paid non-exempt employee from approximately April 17, 2023, through August 9, 2023.

26 15. On January 19, 2024, Plaintiff De La Rosa initially filed his Class Action Complaint
27 against Defendant, individually and on behalf of others similarly situated, asserting the following ten
28 causes of action: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period

1 Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely
2 Paid During Employment; (7) Failure to Provide Accurate Wage Statements; (8) Failure to Reimburse
3 Necessary Business Expenses; (9) Failure to Pay Accrued Vacation; and (10) Violation of California
4 Business & Professions Code § 17200, *et seq.* in the Los Angeles County Superior Court, Case No.
5 24STCV01540 (“De La Rosa Class Action”).

6 16. On January 19, 2024, Plaintiff De La Rosa, through his Counsel, also filed a letter
7 notifying the Labor and Workforce Development Agency (“LWDA”) of his intent to seek penalties
8 under the Private Attorneys General Act and provided copies of this letter to Defendant via certified
9 mail. Attached as **Exhibit 2** is a true and correct copy of Plaintiff De La Rosa’s PAGA Notice.

10 17. On March 25, 2024, following the expiration of the statutory notice period, Plaintiff
11 De La Rosa filed his First Amended Class and Representative Action Complaint (“FAC”) alleging
12 an additional cause of action for violation of California Labor Code section 2699, *et seq.* (“PAGA”).
13 (“De La Rosa Class and PAGA Action”).

14 18. On January 23, 2024, Defendant filed a Motion to Compel Arbitration of Plaintiff De
15 La Rosa’s claims. On August 14, 2024, the Court granted Defendant’s Motion to Compel Arbitration
16 of Plaintiff’s Individual claims, and ordered the dismissal of the class claims and stayed the non-
17 individual PAGA claims.

18 19. On August 27, 2024 Plaintiff De La Rosa then submitted his individual claims to
19 arbitration with JAMS - JAMS Ref No. 5220006884, with Keith D. Davis as the assigned Arbitrator.

20 20. The Parties then agreed to global mediation of Plaintiff Ortuno and Plaintiff De La
21 Rosa’s PAGA claims only and focus their efforts on the global mediation they mutually agreed to
22 with mediator Hon. Kenneth J. Medel (Ret.) on December 2, 2024.

23 21. Prior to mediation, Defendant provided Plaintiffs with extensive documents regarding
24 the claims brought in this action, including a 20% sampling of time and payroll records for employees
25 during the covered period. Defendant also produced the operative employee handbooks or the covered
26 period, which contained all policies and procedures in place during the PAGA period related to meal
27 breaks, rest breaks, timekeeping, the payment of wages and other relevant areas of investigation.

28 22. On December 2, 2024, the Parties attended formal mediation with Hon. Kenneth J.

1 Medel (Ret.), a highly-respected mediator with experience in wage and hour class and representative
2 actions. At the mediation the Parties engaged in comprehensive and thorough discussions regarding
3 their respective claims, as well as the strengths and weaknesses of each. However, despite the
4 assistance of the mediator, the Parties were unable to resolve the Ortuno and De La Rosa Actions at
5 mediation.

6 23. On January 22, 2022, Plaintiff De La Rosa propounded and served Defendant with
7 his initial set of discovery requests in Arbitration comprising of Form Interrogatories – Employment
8 Law, Set One. Special Interrogatories, Set One, and Demand for Production of Documents, Set One.
9 Plaintiff De La Rosa also noticed the Deposition of Defendant’s Person Most Qualified for April 5
10 and 4, 2025.

11 24. Following mediation, the Parties continued settlement discussions and on March 24,
12 2025, the Parties agreed to resolve the Ortuno and De La Rosa Actions on a PAGA representative
13 basis, for a Gross Settlement Amount of One Million Two Hundred and Fifty Thousand Dollars
14 (\$1,250,000.00).

15 25. Thereafter, the Parties worked diligently to negotiate and memorialize the terms of the
16 settlement in a PAGA Settlement. After extensive discussions and revisions to the agreement, the
17 Parties entered into a fully executed the PAGA Settlement Agreement on August 1, 2025. Attached
18 hereto as **Exhibit 1** is a true and correct copy of the Parties’ PAGA Settlement Agreement (hereinafter
19 “Settlement” or “Agreement”). A true and correct copy of the proposed Notice of PAGA Settlement
20 explanatory letter, is attached to the Agreement as **Exhibit A**.

21 26. As an agreed upon term and condition of the Settlement, prior to filing Plaintiffs’
22 Motion for Approval of PAGA Settlement, Plaintiff Ortuno and Defendant filed a Joint Stipulation
23 to Amend the Complaint in the Ortuno Action on August 13, 2025, specifically to add Plaintiff De
24 La Rosa as a plaintiff and proposed PAGA Representative and to assert the claims alleged in the De
25 La Rosa Action. Settlement Agreement ¶21.

26 **SUMMARY OF THE TERMS OF SETTLEMENT**

27 27. Plaintiffs seek approval of a proposed PAGA Settlement Agreement attached as
28 **Exhibit 1** to this declaration.

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29. The “Settlement Period” means the period of time from May 8, 2023 through February 1, 2025. Settlement Agreement ¶14.

31. According to information provided to my Office by Defendant's counsel, as of the time of the execution of the Settlement Agreement, there were 55,312 pay periods at issue. Settlement Agreement ¶16 (c).

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d. Settlement Administration Costs: Six Thousand Six Hundred Fifty Dollars and Zero Cents (\$6,650.00) to the Settlement Administrator, CAC Services Group, LLC. Settlement Agreement ¶20.

Allocation and Funding of the Gross Settlement Amount

35. The “PAGA Penalties Fund” means the Gross Settlement Amount, less Plaintiffs’ Counsel’s Attorneys’ Fees and Costs, Representative Plaintiffs’ Service Awards, and Settlement Administration Costs. ¶16. Based on the amounts above, the estimated PAGA Penalties Fund will be Seven Hundred Eighty Four Thousand Seven Hundred Thirty-Three Dollars and Thirty-Three Cents (\$784,733.33).

36. The PAGA Penalties Fund will be distributed as follows: 75% of the PAGA Penalties Fund 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. Settlement Agreement ¶¶16, 16 (a)-(b) .

37. The Individual Payment of Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued for which a 1099 will be issued. Settlement Agreement ¶26.

38. Within fourteen (14) calendar days after entry of the Order and Judgment, Defendant shall provide the Aggrieved Employee List to the Settlement Administrator which will identify all Aggrieved Employees by 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 for purposes of mailing the individual PAGA Settlement Payments to the Aggrieved Employees and Notice. Settlement Agreement ¶26.

39. Within seven (7) calendar days after entry of the Order and Judgment, Defendant will fund the Gross Settlement Amount. Settlement Agreement ¶25.

40. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the LWDA; (c) Plaintiffs; (d) Plaintiffs’ Counsel; and (e) itself. Settlement Agreement ¶¶16-20, 25.

41. Settlement Payments to the Aggrieved Employees will be accompanied by an

1 explanatory letter, substantially similar in content and form to the proposed Notice of PAGA
2 Settlement attached as “**Exhibit A**” to the Settlement Agreement. *See* Settlement Agreement ¶26,
3 **Ex. A.**

4 42. If an Individual PAGA Settlement Payment Check remains uncashed after one
5 hundred eighty (180) calendar days from issuance, the Settlement Administrator shall distribute the
6 value of the uncashed checks to The Justice Gap Fund maintained by The State Bar of California. In
7 such event, such Aggrieved Employee shall nevertheless remain bound by the Settlement. Settlement
8 Agreement ¶¶26, 28.

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

10 43. The Settlement Agreement defines “Released Parties” as “Defendant and its officers,
11 directors, agents, and employees and agents.” Settlement Agreement ¶11.

12 44. The Settlement Agreement defines “Settled Claims” as “all claims for PAGA civil
13 penalties that were or could have been sought by the Plaintiffs and/or the LWDA for the violations
14 identified in Plaintiffs’ pre-filing letters to the LWDA and the Plaintiffs’ Complaints filed in the
15 Actions, including minimum wage and overtime violations, failure to provide compliant meal
16 periods, failure to provide compliant rest periods, wage statement violations, failure to provide
17 compliant expense reimbursement payments, and failure to provide all final compensation to former
18 employees” Settlement Agreement ¶13.

19 45. Representative Plaintiffs’ General Release means ” any and all claims, demands,
20 obligations, causes of action, rights, or liabilities of any kind which have been or could have been
21 asserted against Defendant arising out of, or relating to, Plaintiffs’ employment with Defendant or
22 termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation,
23 defamation, discrimination, harassment or wrongful termination of employment. This release
24 specifically includes any and all claims, demands, obligations and/or causes of action for damages,
25 restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement)
26 relating to or in any way connected with the matters referred to in the Settlement Agreement, whether
27 or not known or suspected to exist, and whether or not specifically or particularly described in the
28 Settlement Agreement. Specifically, Plaintiffs will be deemed to have waived all rights and benefits

1 afforded by California Civil Code Section 1542. Settlement Agreement ¶18.

2 46. Upon entry of the Order and Judgment, Plaintiffs and the LWDA will be forever
3 barred from pursuing against Defendant and the Released Parties any and all Settled Claims during
4 the Settlement Period. Other than for themselves, Plaintiffs will not be releasing any Aggrieved
5 Employee's claims for wages or damages. Settlement Agreement ¶27.

6 **THE SETTLEMENT IS FAIR AND REASONABLE**

7 **Plaintiffs Complied with PAGA's Notice Requirements**

8 47. Before bringing a civil action under PAGA, an employee must comply with the notice
9 requirements set forth in Labor Code section 2699.3. Plaintiffs Ortuno and De La Rosa complied with
10 this requirement. In addition, the Settlement Agreement and this Motion and supporting papers are
11 being submitted to the California Labor and Workforce Development Agency, as required by
12 California Labor Code section 2699 (s)(2) by Counsel for Plaintiff Ortuno.

13 **Arm's-Length Negotiations**

14 48. The Parties engaged in arms-length, non-collusive negotiations at all times including
15 attending a full day mediation with Hon. Kenneth J. Medel (Ret.), a highly-respected mediator with
16 extensive experience in wage and hour matters including actions brought pursuant to the Private
17 Attorneys General Act. At all times, Plaintiffs were willing and prepared to litigate this matter through
18 trial and possible appeals if a favorable resolution had not been reached. The proposed Settlement
19 was reached at the end of a process that was neither fraudulent nor collusive. To the contrary, counsel
20 for each Party advanced their positions throughout the settlement negotiations.

21 **Sufficient Investigation and Discovery by Experienced Counsel**

22 49. The settlement is based upon substantial investigation by experienced Counsel and on
23 the informal discovery conducted.

24 50. Prior to mediation Defendants informally produced a random 20% sampling of time
25 and payroll records for the Aggrieved Employees, as well as information regarding the total number
26 of employees, the number of current and former employees, the number of pay periods worked within
27 the relevant time period, and other relevant information. Defendants also produced all the operative
28 employee handbook and addendum containing all applicable wage and hour policies in place during

1 the PAGA Period.

2 51. Plaintiffs' Counsel thoroughly reviewed this informal discovery and together with
3 their retained expert, were able to conduct an informed assessment and analysis of Defendant's
4 potential liabilities and exposure.

5 52. The Parties briefed their positions regarding the strengths and weaknesses of their
6 claims, provided their analyses to the mediator, and debated the merits of their respective positions
7 at mediation.

8 53. Furthermore, negotiations were conducted by highly capable and respected counsel
9 with strong records of vigorous and effective advocacy handling complex wage and hour litigation.
10 Accordingly, Plaintiffs' Counsel had sufficient information and experience to act intelligently in
11 negotiating the Settlement.

12 54. Thus, taking into consideration both the potential value of the PAGA claims, the
13 significant risks associated with continued litigation, and the underlying objective of PAGA, I submit
14 that the Settlement presented herein is fair, reasonable, and adequate.

15 **PLAINTIFFS' COUNSEL'S AWARD**

16 55. Plaintiffs' Counsel seek approval of attorneys' fees in the amount of \$416,666.67,
17 which is 1/3 of the Gross Settlement Amount, and set forth and agreed to as part of the Settlement.
18 Settlement Agreement ¶17.

19 56. The requested fee award is well-within the range of reasonableness. Based on
20 Plaintiffs' Counsel's particular skill in the area, the complex nature of these claims, and the ever-
21 evolving nature of the law related to PAGA, I believe many attorneys would have been unprepared
22 to litigate these claims and unable to obtain the substantial settlement secured by my Office. My
23 office has devoted ourselves to pursuing and understanding these types of complex wage and hour
24 cases and were able to successfully litigate this matter despite risks that may have dissuaded other
25 counsel from pursuing this case.

26 57. Moreover, Plaintiffs' Counsel's requested 1/3 award of the Gross Settlement Amount
27 is commensurate with: (1) the economic risks Plaintiffs' Counsel took in commencing this action on
28 a contingency basis knowing that there would likely be a long battle with a premier defense firm, and

1 as a result of Plaintiffs' Counsel's willingness to take on this risk and their efforts in prosecuting this
2 case, the State and the Aggrieved Employees will receive a substantial recovery for violations that
3 would otherwise have gone unaddressed; (2) the time, effort and expense dedicated to the case; (3)
4 the skill and determination we have shown; (4) the results we have achieved through the litigation;
5 and (5) the value of the settlement we have secured for the State of California and Aggrieved
6 Employees.

7 58. Protection Law Group is a small law firm specifically devoted to the representation of
8 employees against employers in California involving claims relating to violations of the California
9 Labor Code, including claims for failure to pay all wages owed, failure to pay overtime premiums,
10 failure to pay meal and rest premiums and failure to provide accurate wage records. The practice of
11 employment law is a very specific, narrow field which requires diligence in an ever-evolving field of
12 substantive and procedural law. The significant time and attention spent on this case meant we could
13 not spend time on other cases or clients.

14 59. As discussed above, Plaintiffs' Counsel undertook extensive investigation, analysis,
15 and research prior to filing the lawsuit and during litigation and settlement negotiations. Plaintiffs'
16 Counsel have aggressively litigated this case from the initial pleading to the settlement of this Action.
17 As a result of Plaintiffs' Counsel's efforts, Defendant agreed to attend global mediation rather than
18 proceeding with two separate litigations. The ongoing work performed by Plaintiffs' Counsel has
19 been extensive, complex, and ultimately successful in achieving a fair settlement for the Aggrieved
20 Employees and the State. Plaintiffs' Counsel actively participated in this litigation, attending client
21 meetings, conducting legal research, participating in case strategy and analysis, drafting, reviewing,
22 and revising pleadings. Plaintiffs' Counsel conducted extensive informal discovery, researched
23 defenses raised by Defendant, and investigated Defendant's policies, practices, and procedures before
24 attending a full day of mediation. Plaintiffs' Counsel also spent significant time drafting and revising
25 the Settlement before the Court. A settlement was finally achieved despite all of these obstacles
26 because of Plaintiffs' Counsel's time, effort, experience, and skill.

27 60. In addition to the time and effort required, this matter also required substantial skill to
28 successfully litigate. The skill required to properly litigate this case is evident not only in the results

1 achieved, but in the steps necessary to reach this result. Defendant retained well-respected counsel
2 and vigorously denied liability. Indeed, Defendant and their Counsel felt strongly about Defendant's
3 ability to prevail and mounted several defenses that posed significant threats to Plaintiff's claims,
4 challenged the theories of Plaintiff's Counsel, and promised a strong defense moving forward.
5 Further, in order to evaluate these claims and defenses, Plaintiffs' Counsel were required to review
6 and analyze a significant amount of data to determine Defendant's underlying practices and liability,
7 a complex process that took considerable time, energy, and knowledge. This complicated analysis
8 required substantial skill, but Plaintiffs' Counsel were able to successfully navigate these challenges
9 because of their extensive experience in complex wage and hour litigation. This settlement, against
10 experienced defense counsel, and despite the existence of several strong defenses, was made possible
11 through Plaintiffs' Counsel's skill and reputation in complex employment matters. Moreover, the
12 process of ensuring that the terms of the Settlement were fair took unique skills by counsel well-
13 versed in the state of the law regarding PAGA settlements, defense counsel, and the appropriateness
14 of the terms for this settlement.

15 61. The Settlement represents a fair resolution of this case given the risks inherent in
16 litigating it through trial and possible appeals. As discussed at length above, although I believe that
17 Plaintiffs would prevail at trial, a number of risks reduced value of the case. Had the case not settled,
18 Defendant would have vigorously challenged manageability and liability, and sought drastic
19 reduction in the amount of any penalties assessed. Preparing the case for trial would have been
20 extraordinarily expensive and risky proposition. In contrast, settlement at this stage guarantees
21 immediate recovery for the State of California and the Aggrieved Employees. Indeed, despite these
22 challenges Plaintiffs faced moving forward, Plaintiffs were able to negotiate and reach a non-
23 reversionary Gross Settlement Amount of \$1,250,000.00, which is an outstanding result for a
24 settlement limited to penalties arising under PAGA and which does not affect the Aggrieved
25 Employees' individual wage claims.

26 62. Additionally, this case was litigated on a contingency basis. Had Plaintiffs' Counsel
27 been unsuccessful, they would not receive any fee or recover any portion of their expenses spent
28 litigating this matter. Plaintiffs' Counsel have borne all risks and costs associated with the litigation

1 and will not receive any compensation until recovery is obtained. If the Covid-19 crisis has made one
2 thing clear, it is that economic uncertainty can arise swiftly and for reasons beyond any party's control.
3 These are the types of risks Plaintiffs' Counsel took in deciding to litigate this matter on a contingent
4 basis and this risk is a relevant factor when considering the reasonableness of the requested fee.

5 63. Plaintiffs have agreed to attorney's fees in the amount of 1/3 of the Gross Settlement
6 Amount. The Settlement Agreement and this Motion requesting these fees will also be submitted to
7 the LWDA concurrently with the filing of this motion. I am aware that the common and acceptable
8 rate for representation in complex wage and hour litigation is normally twenty-five (25) to thirty-five
9 (35) percent. A fee of 1/3 is appropriate here because of the excellent result achieved for the State of
10 California and Aggrieved Employees despite the substantial risks described above, including the risk
11 that Plaintiffs could ultimately recover nothing at all.

12 64. While it is proper and common to request a fee award based on a percentage of the
13 common fund, the fee request is also justified under a simple lodestar analysis.

14 65. Including myself, Protection Law Group includes twelve (12) attorneys, all of whom
15 actively and continuously represent plaintiffs in employment class actions and representative actions,
16 in Superior Courts throughout the State of California, in the Court of Appeal, and in various Federal
17 courts. Because of the unique history and nature of our practice, all of the attorneys at Protection Law
18 Group have a high level of knowledge and experience in labor and employment law. Besides myself,
19 the following attorneys at Protection Law Group worked on the Action:

- 20 a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.
21 Nayebdadash received his Bachelor of Arts degree from University of California,
22 Los Angeles and a Juris Doctor degree from Pepperdine University School of Law.
23 He was admitted to practice law in California in November of 2004, and has been
24 admitted to practice in all federal district courts in the State of California. Prior to
25 founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler
26 Mendelson, P.C., the largest labor and employment law firm in the United States. In
27 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since the
28 inception of Protection of Law Group, LLP, Mr. Nayebdadash has focused his

1 practice on the representation of employees against employers in California. Mr.
2 Nayebdadash has extensive experience in all aspects of employment litigation, with
3 a focus on wage and hour class and representative action, including, but not limited
4 to taking and defending depositions, briefing and arguing motions, preparing for
5 class certification, negotiating complex wage and hour settlements, trial and appeal.

6 b. D. Luke Clapp – (Former) Senior Associate at Protection Law Group, LLP. Mr.
7 Clapp received his Bachelor of Arts degree from Macalester College, and a Juris
8 Doctor degree from Indiana University Maurer School of Law. He was admitted to
9 practice law in California in December of 2015, and has also been admitted to the
10 Central District of California. Since being admitted to California State Bar, Mr.
11 Clapp’s practice has focused on the representation of employee plaintiffs in complex
12 wage and hour class and representative actions. Mr. Clapp has extensive experience
13 in briefing and arguing motions, managing written discovery, preparing for class
14 certification, and drafting mediation briefs and complex wage and hour settlements.

15 c. Ryan T. Chuman – Senior Associate at Protection Law Group, LLP. Mr. Chuman,
16 received his Bachelor of Arts degree in 2010 from the University of California, Los
17 Angeles and a Juris Doctor degree from Southwestern University. He was admitted
18 to practice law in California in December of 2014, and has been admitted to practice
19 in all federal district courts in the State of California. Prior to joining Protection Law
20 Group, LLP, Mr. Chuman worked at Ogletree, Deakins, Nash, Smoak & Stewart PC
21 one of the largest labor and employment law firms in the United States. Mr. Chuman
22 has extensive experience in all aspects of employment litigation, including but not
23 limited to taking and defending depositions, briefing and arguing motions,
24 negotiating complex wage and hour settlements, trial and appeal.

25 d. Arnel O. Tan – Associate at Protection Law Group, LLP. Mr. Tan received his
26 Bachelor of Arts degree in 1996 and his Juris Doctor degree from the Ateneo de
27 Manila University in the Philippines in 2000. He was admitted to practice law in
28 California in December 2010 and has also been admitted to the Central District of

1 California. Since being admitted to the California State Bar, Mr. Tan has represented
2 a wide range of plaintiffs in personal injury cases as well as employees in their
3 discrimination, harassment, retaliation and unlawful termination cases. Mr. Tan has
4 extensive practice experience briefing and arguing motions, managing discovery,
5 and drafting mediation briefs and settlement agreements. Since joining Protection
6 Law Group, LLP in March 2022, Mr. Tan's practice has centered on representing
7 employee plaintiffs in complex wage and hour class and representative actions.

8 e. Joseph Marshall – Associate at Protection Law Group, LLP. Mr. Marshall received
9 his Bachelor of Arts from the University of Texas at Austin, and his J.D. from the
10 University of Utah's S.J. Quinney College of Law and was admitted to practice law
11 in California in November 2023. Mr. Marshall has significant experience briefing
12 and arguing motions, managing written discovery, drafting mediation briefs and
13 settlement agreements. Since joining Protection Law Group, Mr. Marshall has
14 maintained a practice focused on the representations of employee plaintiffs in
15 complex wage and hour litigation.

16 f. Christine V. Reyes – Associate at Protection Law Group, LLP. Ms. Reyes received
17 her Bachelor of Arts from the University of California, Santa Cruz and her J.D. from
18 Santa Clara University, School of Law. Ms. Reyes was admitted to practice law in
19 the state of California in December 2022. Since being admitted, Ms. Reyes has
20 represented plaintiffs in personal and catastrophic injury cases as well as
21 employees in a wide range of employment matters including wage and hour claims,
22 wrongful termination, discrimination and retaliation. Ms. Reyes has significant
23 experience in briefing and arguing motions, managing written discovery,
24 defending depositions, drafting mediation briefs, negotiations, and preparing
25 settlement agreements. Since joining Protection Law Group, Ms. Reyes's
26 practice is centered on representing employee plaintiffs in complex wage and
27 hour class and representative actions.

28 66. My current billing rate and the actual rate charged clients on an hourly basis is \$875

1 per hour. My partner, Amir Nayebdadash's billing rate is \$800 per hour. Luke Clapp, a Senior
2 Associate with the firm who worked on the matter billed at a rate of \$725 per hour. Ryan Chuman,
3 a Senior Associate with the firm who worked on the matter currently bills at a rate of \$725 per hour.
4 Arnel Tan, an Associate with the firm currently bills at a rate of \$600 per hour. Finally, Joseph
5 Marshall and Christine Reyes, are Associates with the firm and they currently bill at a rate of \$350
6 per hour. While the overwhelming majority of my firm's practice is contingency-based, this is the
7 actual rate we charge billing clients if retained on an hourly basis to handle employment-law related
8 issues.

9 67. Based on my familiarity with prevailing market rates for work of similar complexity
10 in California, including my extensive involvement in fee application work on my own behalf and
11 on behalf of others, I can attest that these hourly rates are within the prevailing market rate for work
12 of similar complexity performed by attorneys of similar skill and experience. I have extensive
13 knowledge of the prevailing hourly rates in the community for work of similar nature and
14 complexity to the work in this case. My experience and knowledge in this regard comes from a
15 variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my
16 familiarity with fee application orders in other cases; and (c) my independent research and
17 knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity
18 with rates charged in other law firms; and (d) my independent reading and research regarding law
19 firm billing rates.

20 68. As such, it is my opinion that our requested hourly rates of \$875.00 for myself,
21 \$800.00 for Mr. Nayebdadash, \$725.00 for Mr. Clapp, \$725.00 for Mr. Chuman, \$600.00 for Mr.
22 Tan, \$350.00 for Mr. Marshall, and \$350 for Ms. Reyes, based on the work performed in this matter,
23 are well within the range of reasonable rates for attorneys of our skill, knowledge, experience, and
24 ability. While the overwhelming majority of our firm's practice is contingency-based, this is the
25 actual rate we charge clients if retained on an hourly basis to handle employment-law related issues.

26 69. My office has spent substantial time on this Action. The tasks performed include
27 investigating Defendant's policies, practices, and merits-based issues including significant time
28 investigating and reviewing Plaintiffs personnel files, time and payroll records, researching

1 Defendant's organization, and strategizing how to certify the alleged claims and bring these claims
2 to trial. Plaintiffs' Counsel spent significant time investigating the alleged claims, and engaged in
3 extensive efforts to meet and confer with Defendant's counsel and as a result was able to reach an
4 agreement to attend mediation rather than engaging in further litigation.

5 70. Since beginning work on this matter, Protection Law Group has spent a total of
6 approximately 231.1 hours litigating this case. To date, applying a blended rate of \$650.00 per hour
7 for the work performed by Protection Law Group, LLP, results in an estimated lodestar of
8 \$150,215.00, for Protection Law Group, LLP. Attached hereto as **Exhibit 3** is a time and task sheet
9 detailing the estimated hours spent on the different tasks associated with the Action, by Protection
10 Law Group.

11 71. The lodestar for Protection Law group represents a conservative calculation of my
12 firm's total lodestar, as it does not include any time I believed the Court may possibly construe as
13 duplicative, administrative in nature, or arguably non-essential to the litigation, nor does it reflect
14 the time my office will be required to expend to monitor the disbursement of funds to the Aggrieved
15 Employees following approval of the Settlement by the Court.

16 72. Given the complex nature of these claims and daunting legal challenges, I believe
17 there are very few law firms who could have obtained the settlement obtained here by my office and
18 by my co-counsel. My office has devoted itself to pursuing and understanding these types of cases
19 and was able litigate this matter despite risks that may have dissuaded other counsel from pursuing
20 this case.

21 73. I believe that the efforts of my office and of co-counsel have resulted in substantial
22 benefits to both the State and the Aggrieved Employees and have helped achieve the underlying
23 purpose of PAGA in deterring future violations and recovering penalties that would otherwise have
24 gone unremedied.. Through the efforts of Plaintiffs' Counsel and Plaintiffs in the Action, a fair and
25 reasonable resolution has been reached that includes a non-reversionary settlement payment by
26 Defendant of \$1,250,000.00. I am informed and believe that, without the efforts of my office and of
27 co-counsel, the Labor Code and Wage Order violations alleged in the Complaints and PAGA
28 Notices to the LWDA would have gone completely unremedied. The allocation of 1/3 of the Gross

1 Settlement Amount as provided for in the Settlement is therefore reasonable given the result
2 achieved and I would request the Court approve the payment of \$416,666.67 to Plaintiffs' Counsel
3 for Attorneys' Fees as called for under the agreement.

4 **PLAINTIFFS' COUNSEL'S COSTS**

5 74. To date, Plaintiffs' Counsel have borne all risks and costs of litigation and will not
6 receive any compensation until recovery is obtained by Plaintiffs and the Aggrieved Employees.
7 Protection Law Group has currently incurred \$9,102.23 in costs, with respect to Plaintiffs' PAGA
8 claims. This is a conservative estimate based on my prior experience regarding the costs incurred as
9 part of the PAGA approval process. These costs were necessary for the resolution of this Action,
10 and I would request that the Court award Protection Law Group, LLP \$9,102.23 in costs. Attached
11 hereto as **Exhibit 4** is a costs sheet detailing the various costs incurred by Protection Law Group
12 associated with the PAGA Actions as of June 2025.

13 **PLAINTIFFS' ENHANCEMENT PAYMENTS**

14 75. Here, the requested enhancement payments of \$10,000.00 each to Plaintiffs Ortuno
15 and De La Rosa are justified because of the extensive time Plaintiffs spent and the assistance they
16 have provided to Plaintiffs' Counsel. Plaintiffs have been intimately involved in the prosecution of
17 this Action and served as an indispensable resource to Plaintiffs' Counsel. Plaintiffs have taken
18 actions throughout the litigation to protect the interests of the State of California and the Aggrieved
19 Employees. Plaintiffs provided valuable information regarding allegations, kept themselves informed
20 of the developments in the Actions, and participated in decisions concerning the case. Plaintiffs spent
21 time looking for documents and the information and the documentation provided by Plaintiffs was
22 instrumental in establishing the wage and hour violations alleged in this Action. Indeed, the recovery
23 provided for in the Settlement Agreement would have been impossible to obtain without Plaintiffs'
24 participation.

25 76. Additionally, Plaintiffs face actual risks with respect to their future employment by
26 putting themselves on public record in an employment lawsuit. As this Court is aware, prospective
27 employers conduct searches on job applicants. One type of search is to learn about applicants'
28 litigation history. These searches are easy to run on the internet and relatively inexpensive.

1 77. As a result of Plaintiff's actions, the State of California and approximately 1,339
2 Aggrieved Employees will recover from the Settlement, receiving penalties for wage violations they
3 may have never known of or been willing to pursue on their own.

4 78. As such, Plaintiffs did more than simply lend their names for the lawsuit, and I believe
5 they deserve the requested Plaintiffs' Enhancement Payment of \$10,000.00 each.

6 **FEE SHARING AGREEMENT**

7 79. Plaintiffs' Counsel, Sullivan & Yaeckel Law Group, APC and Protection Law Group,
8 LLP, and have a fee sharing agreement for this Action which calls for fees to be split with 50% of
9 any attorney's fees awarded by the Court allocated to Sullivan & Yaeckel Law Group, APC., and
10 50% of any attorney's fees awarded allocated to Protection Law Group , LLP. Plaintiffs' Counsel
11 have explained the proposed division of attorneys' fees to Plaintiffs Ortuno and De La Rosa, and
12 Plaintiffs Ortuno and De La Rosa have given written consent to Plaintiffs' Counsel's division of
13 attorneys' fees.

14 **THE NOTICE TO AGGRIEVED EMPLOYEES SHOULD BE APPROVED**

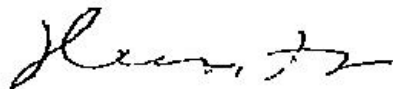
15 80. Although not required by statute, the Parties have prepared a Notice to send to the
16 Aggrieved Employees along with their Individual PAGA Settlement Payment. The Notice shall be
17 sent to the Aggrieved Employees and includes information regarding this Action, the Settlement, and
18 the Aggrieved Employees Individual PAGA Settlement Payment. A true and correct copy of this
19 proposed Notice of PAGA Settlement is attached to the Settlement Agreement as **Exhibit A**.

20 **SETTLEMENT ADMINISTRATION**

21 81. Following the Parties' agreement to settle the case, the Parties agreed to CAC
22 Services Group, LLC as the Settlement Administrator.

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

25 Executed on August 14, 2025, at El Segundo, California.

26 

27 Heather Davis
28

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.

1 18. Service Award. For a general release of all claims Plaintiffs may have against Defendant
2 arising out of their employment, and for their service on behalf of the LWDA and Aggrieved Employees,
3 Defendant agrees not to oppose or impede any application or motion by Plaintiffs for a service award of
4 up to Ten Thousand Dollars (\$10,000) ("Service Award") each, for a total of Twenty Thousand Dollars
5 (\$20,000.00). Upon receipt of the Service Award, Plaintiffs will be deemed to have fully released and
6 discharged Defendant from any and all claims, demands, obligations, causes of action, rights, or liabilities
7 of any kind which have been or could have been asserted against Defendant arising out of, or relating to,
8 Plaintiffs' employment with Defendant or termination thereof, including but not limited to claims for
9 wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination
10 of employment. This release specifically includes any and all claims, demands, obligations and/or causes
11 of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the
12 Settlement) relating to or in any way connected with the matters referred to herein, whether or not known
13 or suspected to exist, and whether or not specifically or particularly described herein. Specifically,
14 Plaintiffs will be deemed to have waived all rights and benefits afforded by California Civil Code Section
15 1542, which provides:

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

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

24 20. Settlement Administration Costs. The Parties will retain CAC Services Group, LLC as
25 the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will
26 be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate
27 tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement
28 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: _____

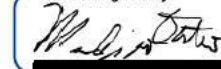
Ryan Kuhn
Eric Yaeckel
Ryan T. Kuhn
Attorneys for Plaintiff Marcelino Ortuno

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:



Marcelino Ortuno

PLAINTIFF

Jose Brian De La Rosa

DEFENDANT

[Name of Authorized Signatory]
Dunn-Edwards Corporation

APPROVED AS TO FORM

SULLIVAN & YAECKEL LAW GROUP, APC

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 A

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

«Barcode»
«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 May 8, 2023 through February 1, 2025.

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.

Exhibit 2



237 California Street
El Segundo, CA 90245
Fax. 866.264.7880

www.protectionlawgroup.com

Amir Nayebdadash, Esq.
amir@protectionlawgroup.com
424.290.3095

January 19, 2023
Page 1 of 7

VIA ONLINE FILING

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

PAGAfiling@dir.ca.gov

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Jose Brian De La Rosa v. Dunn-Edwards Corporation

Dear Representative:

This office represents Jose Brian De La Rosa ("**Mr. De La Rosa**") with respect to his claims under the California Labor Code against Dunn-Edwards Corporation ("**Employer**"). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Mr. De La Rosa from approximately August 2016 to June 2023, as an hourly, non-exempt employee. During his employment with Employer, Mr. De La Rosa was employed as a Sales Associate, Senior Color Tech, and Customer Service Lead. Employer is a manufacturer, distributor and retailer of paints and painting supplies.

Mr. De La Rosa intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("**PAGA**"). Mr. De La Rosa is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Mr. De La Rosa's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Orders ("**IWC Wage Order**") including *inter alia*, IWC Wage Order Nos. 1, 4 and 7. The claims made on behalf of Mr. De La Rosa and Aggrieved Employees are based upon the following facts and theories:



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El Segundo, CA 90245
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Amir Nayebedadash, Esq.
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January 19, 2023
Page 2 of 7

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. De La Rosa and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

First, Employer regularly required Mr. De La Rosa and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime compensation for such work. Employer also failed to provide Mr. De La Rosa and Aggrieved Employees with adequate training as to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Mr. De La Rosa and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. De La Rosa and Aggrieved Employees to: respond to Employer and work-related requests and perform work while clocked out for purported meal breaks. Mr. De La Rosa and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. De La Rosa and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. De La Rosa and Aggrieved Employees to perform work off-the-clock without compensation, Employer also utilized time rounding practices that resulted in the systematic underpayment of wages to Mr. De La Rosa and Aggrieved Employees, including minimum wages, straight time wages and overtime wages. Employer also failed to accurately record the actual time worked by Mr. De La Rosa and Aggrieved Employees, which resulted in a failure to pay Mr. De La Rosa and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. De La Rosa and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Mr. De La Rosa and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order Nos. 1, 4 and 7, and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. De La Rosa and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 1, 4 and 7; penalties pursuant to



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January 19, 2023
Page 3 of 7

California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Mr. De La Rosa and Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. De La Rosa and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Mr. De La Rosa and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Mr. De La Rosa and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Mr. De La Rosa and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. De La Rosa and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. De La Rosa and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Mr. De La Rosa and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. De La Rosa and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Mr. De La Rosa and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to telephone calls, and in-person verbal interruptions; (7) Employer rounded employee meal periods in an impermissible manner and (8) Employer's policy and culture prevented Mr. De La Rosa and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Mr. De La Rosa and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.



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January 19, 2023
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Accordingly, Employer violated IWC Wage Order Nos. 1, 4 and 7, and California Labor Code sections 226.7, 512(a) and 1198.

Mr. De La Rosa and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 1, 4 and 7; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Mr. De La Rosa and Aggrieved Employees take legally-compliant 10-minute rest periods. Employer required Mr. De La Rosa and Aggrieved Employees to work through rest periods. Mr. De La Rosa and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. De La Rosa and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Mr. De La Rosa and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. De La Rosa and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. De La Rosa and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. De La Rosa and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. De La Rosa and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Mr. De La Rosa and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. De La Rosa and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.



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January 19, 2023
Page 5 of 7

Mr. De La Rosa and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order Nos. 1, 4 and 7, and California Labor Code sections 226.7, and 1198.

Mr. De La Rosa and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 1, 4 and 7; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Mr. De La Rosa and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. De La Rosa and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. De La Rosa and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Mr. De La Rosa and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Mr. De La Rosa and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order Nos. 1, 4 and 7, and California Labor Code sections 1198.5 and 1174(d).



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January 19, 2023
Page 6 of 7

Mr. De La Rosa and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 1, 4 and 7; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order Nos. 1, 4 and 7 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. De La Rosa and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, shoes and pants.

Accordingly, Employer violated IWC Order Nos. 1, 4 and 7, and California Labor Code sections 2800 and 2802.

Mr. De La Rosa and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order Nos. 1, 4 and 7; and attorneys' fees and costs.

8. FAILURE TO PAY VACATION TIME

Pursuant to California Labor Code section 227.3, "...whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served." During the relevant time period, Employer failed to pay Mr. De La Rosa and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer has violated California Labor Code section 227.3.

Mr. De La Rosa and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; and attorneys' fees and costs.



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9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Mr. De La Rosa and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Mr. De La Rosa and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Mr. De La Rosa and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Mr. De La Rosa and Aggrieved Employees for meal period premiums, rest period premiums, and accrued vacation time they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Mr. De La Rosa and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of himself, the State of California and all Aggrieved Employees, Mr. De La Rosa may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "Amir Nayebdadash", is written over a horizontal line.

Amir Nayebdadash

Notice provided to Employer via Certified Mail (7020 1290 0001 4026 7777)

DUNN-EDWARDS CORPORATION
6119 E. WASHINGTON BLVD
COMMERCE, CA 90040

Notice provided to Employer via Certified Mail (7020 1290 0001 4026 7784)

DUNN-EDWARDS CORPORATION
ATTN: ROBERT HILL, AGENT FOR SERVICE OF PROCESS
6119 E. WASHINGTON BLVD
COMMERCE, CA 90040

Exhibit 3

Marcelino Ortuno v. Dunn-Edwards Corporation
SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 37-2023-00046612-CU-OE-CTL

Jose Brian De La Rosa v. Dunn Edwards Corporation, et al.
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 24STCV01540

ATTORNEY TASK AND TIME CHART

TASK	PROTECTION LAW GROUP LLP
Investigation and Research / Due Diligence	
Investigation of the Key Facts with a Focus on Class Certification Elements including Adequacy, Typicality, Superiority, and Commonality.	6
Investigation of the Merits of Plaintiff Jose Brian De La Rosa's ("Plaintiff") Claims and the Merits of the Claims of other Putative Class Members.	5
Investigation of the Merits of Plaintiff's Private Attorneys General Act ("PAGA") Claim on Behalf of the State of California with Respect to Plaintiff and the Aggrieved Employees	1.5
Investigation of Potential Damages Exposure of Defendant Dunn Edwards Corporation ("Defendant") with Respect to the Damages Sustained by Plaintiff and other Putative Class Members.	4.7
Investigation of Potential Civil Penalties Exposure of Defendant with Respect to Alleged California Labor Code and IWC Wage Order Violations with Respect to Plaintiff and the Aggrieved Employees Pursuant to PAGA	3
Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Break, Arbitration Agreements, Representative PAGA Action, Manageability, Class Certification Elements including Adequacy, Typicality, Superiority, and Commonality, and Class Certification in California, Including all New and Relevant DLSE Materials	3.5

Investigation of Defendant, Defendant's Business Relationships, and the Industry in which Defendant Operates	2
Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as They Relate to the Employment and Management of the Putative Class Members	2
Investigation, Research, and Analysis Regarding Defendant's Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues, to Evaluate Willfulness and Uniformity	2.7
Research and Analysis of Potential Defenses Defendants May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	3.8
Research and Investigation Re: Post- <i>Duran vs. U.S. Bank</i> Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	3
Research and Investigation re Impact of COVID-19 Pandemic on Defendants, its operations, and the putative Class Members	3
Research and Investigation Re other Potential Class/PAGA Actions Against Defendant	5
Prepare a Discovery Strategy Plan of Action, Including Topics of Inquiry Important to Certification, Liability, and Damages/Civil Penalties	8
Meet and Communicate with Plaintiff Throughout the Pendency of the Case	12
Review and Analyze Arbitration Agreement and Research Regarding Defendant's Ability to Enforce Agreement	10

Pleadings and Court Filings

Research, Draft, Review, and/or Revise Plaintiff's Class Action Complaint for Damages and Legal Research and Analysis of All Claims Involved (filed January 19, 2024) (Los Angeles County Superior Court Case No. 24STCV01540)	8
Review Court's Notice of Case Assignment and Instructions for Handling Unlimited Civil Cases (filed January 22, 2024)	0.3
Draft, Prepare, and Review Notice of Posting Jury Fees (filed January 22, 2024)	0.3
Review Defendant's Notice of Appearance (filed February 5, 2024)	0.1
Review Court's Minute Order Re: Complex Determination (filed February 9, 2024)	0.1
Review Court's Initial Status Conference Order (filed February 9, 2024)	0.3

Research, Draft, Review, and/or Revise Notice of Initial Status Conference (filed on February 23, 2024)	0.3
Research, Draft, Review, and/or Revise Plaintiff's First Amended Class and Representative Action Complaint adding a Cause of Action for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved ("FAC") (filed March 25, 2024)	1.7
Prepare and Draft Notice of Change of Address for Plaintiff's Counsel (filed April 9, 2024)	0.2
Research, Draft, Review, and/or Revise Joint Initial Status Conference Statement (filed on April 12, 2024)	1.3
Review Court's Minute Order Re: Initial Status Conference (filed April 24, 2024)	0.3
Review Defendant's Notice of Related Case (filed April 24, 2024)	0.3
Review Court's Minute Order Re: Non-Appearance Case Review Re: Filing of Motion to Compel Arbitration (filed June 14, 2024)	0.1
Review Court's Minute Order Re: Hearing on Motion to Compel Arbitration (filed August 14, 2024)	0.4
Research and Draft Claimant's Demand for Arbitration and Enclosures including First Amended Complaint, Order RE Motion to Compel Arbitration and Stay Action, and Dunn-Edwards Corporation Employee Arbitration Agreement (filed September 5, 2024) (JAMS Reference No. 5220006884) (hereinafter " <i>De La Rosa</i> Arbitration")	0.5
Review Respondent's Answer to Claimant's Unverified First Amended Complaint and Demand for Arbitration (filed September 19, 2024) (<i>De La Rosa</i> Arbitration)	1
Review JAMS Notice of Intent to Initiate Arbitration (filed September 20, 2024) (<i>De La Rosa</i> Arbitration)	0.1
Review Notice of JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness (filed September 20, 2024) (<i>De La Rosa</i> Arbitration)	0.4
Review JAMS Notice Regarding Payment to JAMS in California Consumer and Employment Arbitrations (filed October 3, 2024) (<i>De La Rosa</i> Arbitration)	0.1
Review Notice of Appointment of Hon. Keith D. Davis (Ret.) and Arbitrator Disclosures (filed December 3, 2024) (<i>De La Rosa</i> Arbitration)	0.1
Review Notice of Ownership Disclosure of Hon. Keith D. Davis (Ret.) (filed January 8, 2025) (<i>De La Rosa</i> Arbitration)	0.1
Review Report of Preliminary Hearing and Scheduling Order No. 1 (filed April 11, 2025) (<i>De La Rosa</i> Arbitration)	0.5

Review JAMS Notice of Final Status Conference (filed April 14, 2025) (<i>De La Rosa</i> Arbitration)	0.1
Review Notice of Hearing, General Fee Schedule of Hon. Keith D. Davis (Ret.), JAMS Arbitration Administrative Policies, and Document Retention Policy (filed April 14, 2025) (<i>De La Rosa</i> Arbitration)	0.1
Review Notice of Hon. Keith D. Davis (Ret.) Arbitrator Disclosures (filed May 14, 2025) (<i>De La Rosa</i> Arbitration)	0.1
Review Notice of Hon. Keith D. Davis (Ret.) Arbitrator Disclosures (filed May 15, 2025) (<i>De La Rosa</i> Arbitration)	0.1
Research, Draft, Review, and/or Revise Joint Stipulation to Amend the Ortuno Complaint adding Jose Brian De La Rosa as a named Plaintiff and proposed PAGA Representative and to assert the claims alleged in the De La Rosa Action (filed in the Ortuno Action) (filed on August 13, 2025)	2
Court/Arbitration Appearances	
Prepare for and Attend Initial Status Conference Hearing (April 24, 2024)	1.7
Prepare for and Attend Hearing on Defendant's Motion to Compel Arbitration (August 14, 2024)	3.3
Prepare for and Attend Preliminary Hearing (January 13, 2025) (<i>De La Rosa</i> Arbitration)	1.8
Discovery	
Draft Claimant's Special Interrogatories (Set One), Form Interrogatories - General, Set One, Requests for Production of Documents (Set One); and Notice of Deposition of Respondent's Person Most Qualified (set for April 3 and 4, 2025) to Respondent Dunn Edwards Corporation (served on January 22, 2025)	7
Letters, Correspondence and Communications	
Draft PAGA Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Jose Brian De La Rosa for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on January 19, 2024)	2
Draft Correspondence to and Upload Correspondence with California Labor and Workforce Development Agency Re: Plaintiff's Claims for Penalties Under California Labor Code section 2698; Payment of Filing Fees; Proposed Settlement; and Additional Communications	1.6
Meet with, Draft Correspondence to, and Review and Respond to Correspondence from Defendant's Counsel; and Calls and Communications to and from Defendant's Counsel	16.5
Meet with, Draft Correspondence to, and Review and Respond to Correspondence from Defendant's Counsel; and Calls and Communications to and from Co-Counsel	15

Draft Correspondence to and Review and Respond to Correspondence from Mediators and Mediator's Assistants regarding Mediation Scheduling, and Mediation	0.5
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Mediation/Settlement

Review and Analyze Information, Data, and Documents Produced by Defendant in advance of Mediation on December 2, 2024, with Hon. Kenneth J. Medel (Ret.) including amongst other relevant documents employee handbooks, personnel file, sampling of time data, sampling of payroll data.	17.5
Prepare for Mediation, Including Researching Settlement-Related Issues and Merits of Claims, Drafting the Mediation Brief, and Compiling Exhibits in Support of Mediation Brief; Analyzing Sampling of Time and Payroll Data and preparing Comprehensive Damages Analysis in advance of Mediation on December 2, 2024	19
Prepare for, Travel to, and Attend In-Person Mediation with Hon. Kenneth J. Medel (Ret.) (December 2, 2024)	13
Draft, Revise, Negotiate, and Finalize PAGA Settlement Agreement (executed on August 1, 2025)	8

Law and Motion

Review and Analyze Defendant's Motion to Compel Arbitration and Stay Action Pending Arbitration; Declaration of Adam Y. Siegel In Support Thereof; Declaration of Todd Dupuis In Support Thereof; and Proposed Order (filed June 7, 2024)	6
Research and Draft, Review, and/or Revise Plaintiff's Opposition to Defendant's Motion to Compel Arbitration and Stay Action Pending Arbitration; Declaration of D. Luke Clapp in Support Thereof and Exhibits Thereto; Declaration of Jose Brian De La Rosa in Support Thereof; and Proof of Service Thereto (filed August 1, 2024)	10.5
Review and Analyze Defendant's Reply In Support of Defendant's Motion to Compel Arbitration and Stay Action Pending Arbitration (filed August 7, 2024)	4
Review Court's Order RE Motion to Compel Arbitration and Stay Action (filed August 14, 2024)	0.2
Draft, Revise and Finalize Declaration of Plaintiff Jose Brian De La Rosa In Support of Plaintiffs' Motion for PAGA Approval	0.3
Draft, Review and Finalize Declaration of Heather Davis In Support of Plaintiffs' Motion for PAGA Approval and Exhibits Thereto	9.1
Total Hours:	231.1

Exhibit 4

Marcelino Ortuno v. Dunn-Edwards Corporation
SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 37-2023-00046612-CU-OE-CTL
Jose Brian De La Rosa v. Dunn-Edwards Corporation
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 24STCV01540

PROTECTION LAW GROUP LLP - EXPENSE REPORT

Date	Memo	Debit
January 2024 - June 2025	PAGA Filings, Court Filings, Attorney Service Fees and Court Documents	\$ 2,044.04
August 2024- June 2025	JAMS Arbitration Fees	\$ 411.96
March 2022 - April 2025	CaseAnywhere	\$ 662.83
November 2024 - June 2025	San Diego Superior Court Document Fees	\$ 13.40
November - December 2024	Mediation Fees	\$ 3,120.00
November 2024 - December 2025	Expert Fees	\$ 2,850.00
TOTAL CURRENT COSTS		\$ 9,102.23