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Attorneys for Plaintiff STEVE ROBLES, individually, and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

STEVE ROBLES, individually, and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

AVERY PRODUCTS CORPORATION, a Delaware Corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2024-01390483-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX105

SUPPLEMENTAL DECLARATION OF ALEXANDRA ROSE IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, AND ADMINISTRATION EXPENSES PAYMENT (RELATED TO ROA #70)

Date: May 21, 2026
Time: 2:00 p.m.
Department: CX105

Complaint Filed: April 2, 2024
FAC Filed: January 13, 2025
SAC Filed: October 9, 2025
Trial Date: Not Set

SUPPLEMENTAL DECLARATION OF ALEXANDRA ROSE

I, Alexandra Rose, declare and state as follows:

1. I am an attorney admitted to practice in all Courts of the State of California. I am a member of Blackstone Law, APC ("PAGA Counsel"), attorneys of record for Plaintiff Steve Robles ("Plaintiff"). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On December 10, 2025, Plaintiff filed a Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, Litigation Expenses Payment, and Administration Expenses Payment ("Motion for Approval") (ROA #70) and supporting documents (ROA #71, ROA #72, and ROA #73) seeking approval of the PAGA Settlement Agreement ("Settlement Agreement") entered into between Plaintiff and Defendant Avery Products Corporation ("Defendant").

3. On January 29, 2026, the Court issued a tentative ruling ("January 29, 2026 Tentative Ruling") in which it raised points of inquiry with regards to the Motion for Approval.

4. On January 29, 2026, the Court subsequently entered a Minute Order ("January 29, 2026 Minute Order") (ROA #82), which adopted the January 29, 2026 Tentative Ruling. A true and correct copy of the January 29, 2026 Minute Order is attached hereto as **Exhibit 1**.

AS TO THE SETTLEMENT

5. In its January 29, 2026 Minute Order, the Court inquired into Plaintiff's total anticipated amount to be received (including for any individual claims). (January 29, 2026 Minute Order, Item 1).

Plaintiff's total anticipated amount is $30,043.57, which includes:

$43.57 for his Individual PAGA Payment; and

$30,000.00 for his gross individual payment pursuant to the separate individual settlement agreement.

6. In its January 29, 2026 Minute Order, the Court ordered the Parties to remove certain language in the Settlement Agreement. (January 29, 2026 Minute Order, Items 2-4).

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On April 28, 2026, the Parties entered into Amendment No. 1 to PAGA Settlement Agreement ("Amendment No. 1"), which removed the language that the Court ordered the Parties to remove. A true and correct copy of Amendment No. 1 is attached hereto as **Exhibit 2**. A redline showing the changes that were made is attached hereto as **Exhibit 3**.

7. In its January 29, 2026 Minute Order, the Court inquired into how Plaintiff arrived at the conclusion that "the estimated total exposure was $410,000." (January 29, 2026 Minute Order, Item 5).

Plaintiff's Motion for Approval presented two exposure figures: a hypothetical aggregate of "$410,000 per claim" across each of Defendant's separate violation categories, which, if stacked at maximum statutory rates, could theoretically reach "several million dollars," and a realistic total exposure of $410,000 representing the single-penalty, per-pay-period valuation that reflects how courts actually adjudicate PAGA penalty awards. These figures are not in conflict. They are the product of two distinct analytical frameworks – one applying a mechanical summation of the full statutory penalty schedule across every possible violation category simultaneously, and the other applying the legally grounded, single per-pay-period methodology that courts have consistently recognized as the appropriate basis for PAGA penalty assessments, as explained below.

The "several million dollars" figure is a purely theoretical construct – it assumes that a court would impose maximum PAGA penalties simultaneously across each separate California Labor Code violation category, applied at both initial and subsequent violation rates, for every pay period within the PAGA Period. For example, at a flat $100 per pay period alone, exposure calculated separately for each of four claims (unpaid wages, rest periods, unreimbursed business expenses, and derivative claims) yields $410,000 per claim, with meal period violations adding another $101,700. *Stacking* these claims together – before applying any heightened subsequent-violation rates – produces an aggregate exposure exceeding $1.7 million. When the California Labor Code's higher subsequent violation penalties are layered on top, that figure escalates significantly, resulting in an aggregate exposure that would exceed "several million dollars." However, PAGA Counsel recognizes that in practice, courts do not "stack" penalties when actually assessing PAGA penalties.

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The $410,000 total exposure figure was arrived at by applying a single, flat $100 penalty per pay period across all pay periods in the relevant time period – expressly *not* stacking penalties across multiple claims simultaneously. This produces one $410,000 figure for the entire case, not one per claim. This conservative, court-discretion-informed methodology rests on three well-established legal principles.

First, courts possess express statutory discretion under the California Labor Code to reduce PAGA penalties where the full amount would be unjust, arbitrary, oppressive, or confiscatory, a defense Defendant specifically raised throughout this litigation. Courts have exercised this discretion to reduce penalties dramatically; in *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018), the court approved a reduction from $50 per pay period to $5 per pay period based on the employer's good faith compliance efforts and the minimal nature of the violations. Similarly, in *Fleming v. Covidien, Inc.*, 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011), the court reduced PAGA penalties by approximately 80 percent. Additionally, in *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016), the court indicated that a substantial reduction is warranted where a good faith dispute exists in legal obligations.

Second, it was not clear that heightened "subsequent violation" penalties would apply, a point Defendant also repeatedly raised. Absent a clear prior notice of noncompliance, the higher penalty tier is legally uncertain, making reliance on maximum-rate calculations unrealistic. (*See Bernstein v. Virgin Am., Inc.*, 3 F.4th 1127, 1144 (9th Cir. 2021) (holding no heightened penalty where defendant was not notified by Labor Commissioner or any court that it was subject to the California Labor Code)).

Third, courts regularly decline to stack cumulative penalties across multiple interrelated California Labor Code provisions when the underlying conduct is the same. As the court in *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012), recognized, imposing both statutory and civil penalties for the same conduct constitutes impermissible double recovery. Courts in this Circuit have applied that principle directly to PAGA: in *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013), the court identified the "duplicative effect" of stacked penalties as a factor favoring reduction; in *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013), the court declined to stack penalties based on the same conduct; and in *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25, 2017), and *Sanchez v. McDonald's Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6, 2017), courts likewise refused to stack penalties arising out of the same conduct.

Applying these three principles together (judicial discretion to reduce, uncertainty as to subsequent-violation rates, and the Court's ability to decline stacking), PAGA Counsel arrived at a single $100 penalty per aggregate pay period for the entire case, yielding the $410,000 total exposure figure.

In sum, the two exposure figures are not describing the same thing. One is a per-claim theoretical maximum that, when summed across all five claim categories, escalates to "several million dollars." The other is a realistic, case-law-informed, single-penalty-per-pay-period valuation for the entire case that appropriately accounts for the well-established principles of how PAGA penalties are actually established in practice.

8. In its January 29, 2026 Minute Order, the Court ordered Defendant to file a declaration confirming whether it is aware of any class, representative, or other collective action in any other court that asserts claims similar to those asserted in this case. (January 29, 2026 Minute Order, Item 6).

Filed concurrently herewith is the Declaration of Coleen Alberico, which is a declaration from Defendant that attests to the Court's inquiry.

9. In its January 29, 2026 Minute Order, the Court ordered Plaintiff's counsel to address whether unique circumstances exist to warrant an attorneys' fee award that exceeds 30%. (January 29, 2026 Minute Order, Item 7). The Court additionally requested that Plaintiff's counsel submit documentation of the work performed and time spent, including the specific tasks performed on the case, the time spent on each task, and the individual(s) who performed the task. (January 29, 2026 Minute Order, Item 8).

The Court has indicated that, absent unique circumstances, it is unlikely to approve an attorneys' fees award exceeding 30% of the Gross Settlement Amount, and has ordered PAGA Counsel to address whether any such unique circumstances exist here. PAGA Counsel respectfully submits that unique circumstances do exist – most notably, that the lodestar cross-check confirms the requested 35% fee ($98,000) is actually *less than* PAGA Counsel's actual documented lodestar, meaning the requested percentage award reflects a negative multiplier, not a premium.

To date, Blackstone Law, APC has spent approximately 127.9 total hours litigating this matter, with total fees incurred of $112,206, broken down as follows:

Attorney	**Position**	**Hours**	**Rate**	**Total**
Jonathan M. Genish	Managing Partner	18.60	$1,295	$24,087
Karen I. Gold	Senior Counsel	32.40	$985	$31,914
Noam Y. Reiffman	Senior Associate	30.20	$750	$22,650
Marissa A. Mayhood	Senior Associate	4.30	$750	$3,225
Alexandra Rose	Senior Associate	27.70	$750	$20,775
Shawn Bahmani	Associate	14.70	$650	$9,555

Attached hereto as **Exhibit 4** is a chart that sets forth in detail the nature of the legal services provided by the attorneys at Blackstone Law, APC, which includes the date of the work performed, the description of the task performed, the specific attorney, and time spent. Blackstone Law, APC also had litigation support personnel actively engaged in assisting with the prosecution of this matter.

The requested fee of $98,000 – representing 35% of the Gross Settlement Amount – is therefore actually *less than* the current lodestar of $112,206. Reducing the fee award to 30% ($84,000) would result in an even steeper discount and would compensate PAGA Counsel at a rate well below what their documented time actually warrants. This is a unique and compelling circumstance: unlike the typical percentage-fee case where the percentage request may exceed the lodestar and require justification, here the lodestar affirmatively validates – and indeed exceeds – the percentage-based request.

Beyond the lodestar cross-check, the following circumstances further distinguish this matter:

Procedural complexity. Due to a signed arbitration agreement, the class claims were dismissed without prejudice early in this litigation, and the Parties had agreed to arbitrate Plaintiff's individual claims – meaning PAGA Counsel faced the prospect of individual arbitration followed by a separate representative trial. This bifurcated procedural posture added significant complexity and risk not present in a typical PAGA action.

Substantial risk of non-recovery. PAGA Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. The very real possibility of an unsuccessful outcome and no fee recovery of any kind existed throughout this case. This contingency risk is precisely what California law recognizes as justifying percentage-based fee awards that reflect market conditions for contested representative litigation.

Scope of the work performed. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings and the mediation brief; reviewing documents; preparing for and attending mediation; and facilitating the settlement by negotiating the settlement documents and drafting the documents for obtaining settlement approval. The breadth of work performed – across multiple attorneys with substantial experience – reflects the demands of this litigation.

Experience of PAGA Counsel. PAGA Counsel is experienced in complex representative and class action wage-and-hour litigation, and the attorneys who worked on this matter have been approved as class counsel in the settlement of other class and PAGA actions numerous times.

Results achieved. The Gross Settlement Amount of $280,000 represents approximately 95% of the risk-adjusted realistic value of $295,200. The result secured for the Aggrieved Employees and the State of California is a highly favorable outcome given the legal and factual risks present throughout this litigation.

Taken together, these circumstances – and in particular the fact that the requested percentage fee falls *below* the documented lodestar – provide a strong basis for approving the 35% fee request. Nonetheless, PAGA Counsel recognizes that the Court retains broad discretion in setting the appropriate fee award, and respectfully defers to the Court's judgment as to the amount it finds fair and reasonable under the circumstances.

10. In its January 29, 2026 Minute Order, the Court stated that charges for mailing are not recoverable and should be removed. (January 29, 2026 Minute Order, Item 9). The Court additionally requested that Plaintiff's counsel explain the necessity of the "Wizzy Marketing Cost" or remove it.

(Ibid).

Attached hereto as **Exhibit 5** is an updated itemized list of Blackstone Law, APC's ligation costs and expenses, which removed all mailing costs as well as the "Wizzy Marketing Cost."

AS TO THE NOTICE LETTER

11. In its January 29, 2026 Minute Order, the Court stated that the notice letter ("Cover Letter") should be revised to be consistent with the changes that were made to the Settlement Agreement and also ordered the Parties to make certain changes. (January 29, 2026 Minute Order, Items 10-13). Additionally, in its January 29, 2026 Minute Order, the Court inquired into why the Aggrieved Employees cannot contact Plaintiff's counsel with questions about the settlement. (January 29, 2026 Minute Order, Item 14).

Attached as Exhibit A to Amendment No. 1 is the revised Cover Letter, which was revised to comply with the Court's January 29, 2026 Minute Order, including adding PAGA Counsel's information should the Aggrieved Employees have any questions about the settlement. A redline showing the changes that were made is attached hereto as **Exhibit 6**.

12. In its January 29, 2026 Minute Order, the Court inquired into whether the Cover Letter needs to be provided in any other language other than English. (January 29, 2026 Minute Order, Item 15).

Defendant has represented that the Cover Letter does not need to be provided in any other language other than English. (*See* Declaration of Coleen Alberico, ¶ 3)

AS TO THE PROPOSED ORDER AND JUDGMENT

13. In its January 29, 2026 Minute Order, the Court ordered multiple changes to the proposed order and judgment. (January 29, 2026 Minute Order, Items 16-22).

Filed concurrently herewith is a [Revised Proposed] Order and Judgment Granting Plaintiff's Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, Litigation Expenses Payment, and Administration Expenses Payment, which includes the requested changes from the January 29, 2026 Minute Order. A redline showing the changes that were made is attached hereto as **Exhibit 7**.

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14. In its January 29, 2026 Minute Order, the Court stated that the Settlement Agreement attached to the proposed order and judgment is unsigned. (January 29, 2026 Minute Order, Item 19).

Filed concurrently herewith is the [Revised Proposed] Order and Judgment Granting Plaintiff's Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, Litigation Expenses Payment, and Administration Expenses Payment, which attaches the fully executed Settlement Agreement and Amendment No. 1.

LWDA

15. In accordance with California Labor Code sections 2699 *et. seq*., on May 5, 2026, a copy of Amendment No. 1 was submitted to the LWDA via online submission through the LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 8**.

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

Executed on May 7, 2026, at Jersey City, New Jersey.

____
Alexandra Rose

EXHIBIT 1

MINUTE ORDER

DATE: 01/29/2026 TIME: 02:00:00 PM DEPT: CX105

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick
CLERK: V. Harting
REPORTER/ERM: None
BAILIFF/COURT ATTENDANT: I. Olivares

CASE NO: **30-2024-01390483-CU-OE-CXC** CASE INIT.DATE: 04/02/2024
CASE TITLE: **Robles vs. Avery Products Corporation**
CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74724919
EVENT TYPE: Motion - Other
MOVING PARTY: Steve Robles
CAUSAL DOCUMENT/DATE FILED: Motion - Other for approval of paga settlement, 12/10/2025

APPEARANCES
No appearance by all parties.

<u>Plaintiff's Motion for Approval of PAGA Settlement</u>

Tentative Ruling posted on the Internet.

All parties submitted on the Court's tentative ruling.

The Court confirms the tentative ruling as follows:

"Because an aggrieved employee's action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government." *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986. PAGA settlements are subject to trial court review "to determine whether [they are] fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.

The court has reviewed and considered the papers filed in support of plaintiff's motion for approval of an $280,000 PAGA settlement. The court has the following questions and comments:

<u>As to the settlement</u>:

1. Plaintiff should state his anticipated total amount to be received (including for any individual claims).

2. The "Released PAGA Claims" provision in paragraph 5 is overbroad. Releases for aggrieved employees other than plaintiff should not release more than the civil penalties available under PAGA based on the facts alleged in the operative complaint, i.e., the Second Amended Complaint and the notice letter(s) to the LWDA. The phrase "any violations of the California Labor Code that could have been alleged in the Operative Complaint and/or PAGA Notice, i.e., Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, et seq., and 2699 et seq., and any violations of the Wage Orders of the California Industrial Welfare

Commission that could have been alleged in the Operative Complaint and/or PAGA Notice" should be removed. The phrase "the State of California and" should also be removed, as should the phrase "and the LWDA."

3. The last sentence of paragraph 5 should be removed ("Non-signatories can avail themselves of the PAGA Settlement Agreement, and this PAGA Settlement Agreement is for their respective benefit and use.").

4. Subsection (b) in paragraph 7.1 of the settlement agreement should be removed. The court will not approve a settlement that permits defendant to shorten the PAGA Period.

5. Based on the potential maximum exposure values for each of the claims calculated by plaintiff's counsel, as stated by plaintiff's counsel, "Defendant's estimated total exposure in theory would exceed several million dollars." Rose Decl. (ROA 72) ¶ 45. How did plaintiff then arrive at the conclusion that "the estimated total exposure was $410,000"? *Id.*

6. Defendant should state in a declaration filed with the court whether it is aware of any class, representative or other collective action in any other court that asserts claims similar to those asserted in this case. If any such actions are known to exist, the declaration shall state the name and case number of any such case and the procedural status of that case, and describe the impact of the settlement on that case.

7. Plaintiff's counsel seeks attorneys' fees totaling 35% of the gross settlement amount. Absent unique circumstances, the court is unlikely to approve an attorneys' fees award that exceeds 30% of the gross settlement amount. Plaintiff's counsel should address in the supplemental filings whether any such unique circumstances exist here.

8. Plaintiff's counsel should submit time records, billing statements or other records contemporaneously documenting the work performed and time spent, including the specific tasks performed on the case, the time spent on each task, and the individual(s) who performed the task.

9. Plaintiff's counsel seeks reimbursement for $21,555.10 in costs. Charges for mailing are not recoverable and should be removed. Plaintiff's counsel should explain the necessity of the "Wizzy Marketing Cost" or remove it.

<u>As to the notice letter</u>:

10. The notice letter should be revised consistent with the above.

11. The word "multiple" should be removed in the second paragraph of the notice letter.

12. The notice letter should state the amounts of attorneys' fees, litigation costs and settlement administration costs.

13. The notice letter should state that even if the aggrieved employees will be bound by the release even if they do not cash their settlement checks.

14. Why can't the aggrieved employees contact plaintiff's counsel with questions about the settlement?

15. Should the notice letter be provided in any language other than English? If so, a certified copy of the translated notice letter (together with an English-language copy) should be attached to the proposed order and judgment as an exhibit.

<u>As to the proposed order and judgment (ROA 66)</u>:

16. The proposed order and judgment should be revised consistent with the above.

17. The following phrase should be inserted at the end of paragraph 2: “attached hereto as Exhibit 1.”

18. The following sentence should be inserted at the beginning of paragraph 7: “The Gross Settlement Amount is $280,000.”

19. The settlement agreement attached to the proposed order and judgment is unsigned.

20. In paragraph 8, the word “directs” should be replaced with “orders.”

21. Paragraph 19 of the proposed order and judgment should state that the order and judgment will be posted on the settlement administrator’s website for at least 180 days.

22. The proposed order and judgment should state that the court retains jurisdiction to enforce the settlement pursuant to Civil Procedure Code section 664.6.

The hearing on plaintiff’s motion for approval is continued to May 21, 2026 at 2:00 p.m. in Department CX105 to permit the parties to address and respond to the above issues. *See also* Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement shall be submitted, rather than an “amended settlement agreement,” to streamline the court’s review of the documents. The parties shall provide redlined copies of any revised documents (e.g., revised settlement agreement, revised notice, revised proposed order).

Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service.

EXHIBIT 2

AMENDMENT NO. 1 TO PAGA SETTLEMENT AGREEMENT

This Amendment No. 1 to PAGA Settlement Agreement is entered into between Plaintiff Steve Robles ("Plaintiff") and Defendant Avery Products Corporation ("Defendant") (together, the "Parties") pursuant to Paragraph 10.10 of the PAGA Settlement Agreement ("Original Agreement") entered into between the Parties on December 8, 2025.

A. Paragraph 5 of the Original Agreement is hereby amended to state as follows:

RELEASES OF CLAIMS. Effective on the date when Defendant has fully funded the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Operative Complaint and/or in the PAGA Notice, i.e., claims relating to failure to pay minimum wages, straight time compensation, overtime wages and compensation; the calculation of the regular rate of pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; failing to provide Aggrieved Employees with paid sick leave at the regular rate of pay; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period and/or rest period premiums at the regular rate of pay; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to furnish accurate itemized wage statements; and unlawful failure to keep accurate payroll records ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period.

B. Paragraph 7.1 of the Original Agreement is hereby amended to state as follows:

Based on its records, Defendant represents that the approximately 85 Aggrieved Employees worked approximately 4,100 Pay Periods through July 1, 2025. If the actual number of Pay Periods worked by the Aggrieved Employees during the PAGA Period grows by more than ten percent (10%), or more than 4,510 Pay Periods, Defendant will increase the Gross Settlement Amount by the percentage increase in the number of PAGA Pay Periods above 10% (e.g., if the number of PAGA Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%).

C. The Cover Letter attached to the Original Agreement as "Exhibit A" is hereby replaced with the revised Cover Letter attached hereto as "Exhibit A."

BLACKSTONE LAW, APC

Dated: April 28, 2026

/s/ Alexandra Rose
Alexandra Rose
Attorneys for Plaintiff Steve Robles

///

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Dated: April 28, 2026

/s/ Devin S. Lindsay
Ronda D. Jamgotchian
Michael T. Campbell
Devin S. Lindsay
Attorneys for Defendant Avery Products Corporation

Exhibit A

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

Re: Settlement Payment from *Steve Robles v. Avery Products Corporation*, Orange County Superior Court Case No. 30-2024-01390483-CU-OE-CXC

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

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Steve Robles v. Avery Products Corporation,* Orange County Superior Court Case No. 30-2024-01390483-CU-OE-CXC ("Action").

The lawsuit was originally filed on April 2, 2024, by Steve Robles ("Plaintiff") against his former employer Avery Products Corporation ("Defendant"). Plaintiff, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, seeks recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, failure to pay sick pay at the required regular rate of pay, and failure to reimburse business expenses. On April 2, 2024 and September 4, 2025, Plaintiff submitted letters to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of the California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1019036-24 (together, the "PAGA Notice").

PAGA, or the Private Attorneys General Act, is a California statute that allows employees to act as a "private attorneys general" to sue their employers to recover civil penalties on behalf of the State of California for California Labor Code violations.

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendant after an arm's length negotiation with an experienced mediator.

On <<Date>>, the settlement was approved by the Court. The Gross Settlement Amount is $280,000. The Net Settlement Amount is the Gross Settlement Amount less the PAGA Counsel Fees ($__________), Litigation Expenses Payment ($__________), and Administration Expenses Payment ($5,000.00). 75% of the Net Settlement Amount will be paid to the LWDA and 25% of the Net Settlement Amount will be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant in California during the PAGA Period ("Aggrieved Employees"). The period March 27, 2023 through October 1, 2025 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

As an Aggrieved Employee, you do not have the option to exclude yourself from the settlement. You will be bound to the release even if you do not cash your settlement check.

Under the settlement, as of <<date of full funding of the Gross Settlement Amount>>, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Operative Complaint and/or in the PAGA Notice, i.e., claims relating to failure to pay minimum wages, straight time compensation, overtime wages and compensation; the calculation of the regular rate of pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; failing to provide Aggrieved Employees with paid sick leave at the regular rate of pay; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period and/or rest period premiums at the regular rate of pay; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to furnish accurate itemized wage statements; and unlawful failure to keep accurate payroll records ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact the Administrator or Plaintiff's Counsel:

<u>Administrator</u>
CPT Group, Inc.
[Toll Free Number]

<u>Plaintiff's Counsel</u>
Blackstone Law, APC
Karen I. Gold
Noam Y. Reiffman
Marissa A. Mayhood
Alexandra Rose
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Tel: (310) 622-4278

EXHIBIT 3

AMENDMENT NO. 1 TO PAGA SETTLEMENT AGREEMENT

This Amendment No. 1 to PAGA Settlement Agreement is entered into between Plaintiff Steve Robles ("Plaintiff") and Defendant Avery Products Corporation ("Defendant") (together, the "Parties") pursuant to Paragraph 10.10 of the PAGA Settlement Agreement ("Original Agreement") entered into between the Parties on December 8, 2025.

A. Paragraph 5 of the Original Agreement is hereby amended to state as follows:

RELEASES OF CLAIMS. Effective on the date when Defendant has fully funded the entire Gross Settlement Amount, ~~the State of California and~~ all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, ~~and the LWDA,~~ the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Operative Complaint and/or in the PAGA Notice, i.e., claims relating to failure to pay minimum wages, straight time compensation, overtime wages and compensation; the calculation of the regular rate of pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; failing to provide Aggrieved Employees with paid sick leave at the regular rate of pay; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period and/or rest period premiums at the regular rate of pay; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to furnish accurate itemized wage statements; and unlawful failure to keep accurate payroll records~~; any violations of the California Labor Code that could have been alleged in the Operative Complaint and/or PAGA Notice, i.e., Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, *et seq*., and 2699 *et seq*., and any violations of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice~~ ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period.

~~Non-signatories can avail themselves of the PAGA Settlement Agreement, and this PAGA Settlement Agreement is for their respective benefit and use.~~

B. Paragraph 7.1 of the Original Agreement is hereby amended to state as follows:

Based on its records, Defendant represents that the approximately 85 Aggrieved Employees worked approximately 4,100 Pay Periods through July 1, 2025. If the actual number of Pay Periods worked by the Aggrieved Employees during the PAGA Period grows by more than ten percent (10%), or more than 4,510 Pay Periods, Defendant ~~shall have the option of (a)~~ will increase~~ing~~ the Gross Settlement Amount by the percentage increase in the number of PAGA Pay Periods above 10% (e.g., if the number of PAGA Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%)~~, or (b) rolling back the PAGA Period to a date on which there are no more than 4,510 PAGA Pay Periods~~.

C. The Cover Letter attached to the Original Agreement as "Exhibit A" is hereby replaced with the revised Cover Letter attached hereto as "Exhibit A."

BLACKSTONE LAW, APC

Dated: April ___, 2026

____

Alexandra Rose
Attorneys for Plaintiff Steve Robles

///

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Dated: April ___, 2026

____

Ronda D. Jamgotchian
Michael T. Campbell
Devin S. Lindsay
Attorneys for Defendant Avery Products Corporation

EXHIBIT 4

Jonathan M. Genish

Date	Description	Time Spent
3/17/2024	Pre-lawsuit investigation	5.50
3/18/2024	Research Def	3.30
3/19/2024	Further review of Def and Plaintiff's claims	0.80
6/30/2025	Prepare for mediation	2
7/01/2025	Mediation	7
		Total Time Spent
		18.60

Karen I. Gold

Date	Description	Time Spent
4/01/2024	Review complaint and other initiating documents	1
4/03/2024	Review and respond to email correspondence with OC	0.20
4/08/2024	Review and respond to email correspondence re: case	0.30
4/09/2024	Research defendant	0.50
4/18/2024	Email and call with client	0.50
4/19/2024	Review personnel file	0.70
4/23/2024	Review minute order; conference re: same	0.20
4/24/2024	Email correspondence re: arbitration agreement; review and analyze same re: enforceability	1
4/26/2024	Further analyze arbitration agreement and consent issues	0.60
5/03/2024	Email correspondence with OC re: enforceability of the arbitration agreement	0.20
5/06/2024	Email correspondence and calls re: mediation and informal discovery	0.30
5/07/2024	Email correspondence re: mediation and informal discovery	0.40
5/09/2024	Call with OC re: pending litigation and mediation; prepare for same	0.90
5/13/2024	Emails and calls with OC and team re: litigation and mediation	0.70
5/14/2024	Calls with OC re: mediation, responsive pleadings, etc.; prepare for same	0.50
5/16/2024	Email and call with OC re: mediation	0.60
5/17/2024	Multiple emails and calls re: mediation, informal discovery and scope of mediation	0.50
5/20/2024	Emails re: mediation	0.20
5/21/2024	Email re: mediation	0.20
5/29/2024	Correspondence re: PAGA claims	0.30
5/31/2024	Respond to comments and questions re: PAGA complaint; emails re: same; final review of PAGA complaint	1.50
6/03/2024	Case management and oversight; calls and emails re: same	1
6/04/2024	Emails with OC re: PAGA action and stipulation re: same	0.40
6/06/2024	Emails with OC re: pending issues	0.30
6/07/2024	Call and emails re: case management issues	0.40
6/10/2024	Email correspondence with OC re: pending litigation and mediation and related issues; Review stipulation and provide feedback re: same	1
6/11/2024	Email correspondence re: stip and order	0.20
6/14/2024	Review and revise stipulation and declaration in support of stip; emails re: same	1
6/26/2024	Emails and phone calls re: FAC, mediation and court's response to stip	0.30

7/11/2024	Emails re: case status	0.30
8/01/2024	Meet and confer re: status of the actions	0.40
8/08/2024	Review and revise request for dismissal and supporting documents	1
8/21/2024	Email correspondence re: separate actions and SOL issues	0.30
9/05/2024	Email correspondence re: separate actions	0.20
10/15/2024	Email correspondence re: stipulation and continuing mediation date; call re: same	0.40
10/16/2024	Email correspondence re: mediation dates	0.20
10/17/2024	Multiple emails and phone calls re: mediation dates and mediators	0.50
10/21/2024	Emails and calls re: mediation	0.30
10/22/2024	Emails re case status	0.20
10/23/2024	Emails and calls re: mediation	0.40
10/28/2024	Multiple emails and calls with OC	0.40
10/29/2024	Emails re: mediation	0.20
11/08/2024	Meet and confer re: stip	0.40
11/11/2024	Emails and calls re: case status	0.30
12/13/2024	Emails and calls re: pending case management issues	0.50
5/05/2025	Multiple calls and emails re: mediation; review documents	1
6/04/2025	Review expert analysis; calls and emails re: same	1
6/24/2025	Review and edit mediation brief and exhibits	1.50
7/01/2025	Mediation; prepare for same	7
		Total Time Spent
		32.40

Noam Y. Reiffman

Date	**Description**	**Time Spent**
1/13/2025	Receipt and analysis of email correspondence and pleadings analysis; Initial case analysis	0.80
1/14/2025	Receipt and analysis of email correspondence	0.10
1/15/2025	Receipt and analysis of email correspondence re filings	0.10
1/16/2025	Receipt and analysis of email correspondence	0.10
1/17/2025	Receipt and analysis of email correspondence; Stip to continue	0.30
1/22/2025	Receipt and analysis of email correspondence	0.10
1/24/2025	Receipt and analysis of email correspondence; Stip to continue	0.20
1/27/2025	Receipt and analysis of Def. Answer	0.20
1/30/2025	Analysis of docket; Internal conferences re same	0.40
2/3/2025	Analysis of scheduling minute order; Determination of further handling	0.20
2/10/2025	Analysis of case file and docs; Determination and strategy re mediation production; Correspondence re same	1.60
4/11/2025	Receipt and analysis of correspondence	0.20
5/1/2025	Receipt and initial analysis of mediation production	0.30
5/4/2025	Receipt and analysis of email correspondence; Strategy re same	0.20
5/5/2025	Correspondence with OC; Receipt and analysis of emails re mediation prep	0.30
5/12/2025	Receipt and analysis of email correspondence from client	0.10
5/13/2025	Analysis re potential witnesses	0.10
5/20/2025	Correspondence with expert	0.30

5/22/2025	Determination of further materials needed re mediation; Correspondence with OC; Correspondence with expert	0.40
5/29/2025	Correspondence with expert	0.10
5/30/2025	Receipt and analysis of expert materials	0.90
6/3/2025	Receipt and analysis of OC correspondence	0.10
6/4/2025	Correspondence with expert	0.10
6/5/2025	Correspondence with OC; Correspondence with expert	0.50
6/6/2025	Receipt and analysis of OC data summary; Correspondence with expert	0.40
6/9/2025	Receipt and analysis of expert materials	0.60
6/19/2025	Receipt and analysis of email correspondence re witnesses; Preparation of mediation materials; Call with client; Correspondence with client	2.20
6/20/2025	OC correspondence re mediation materials; Correspondence with expert; draft mediation brief	1.20
6/23/2025	Receipt and analysis of email correspondence; Draft mediation brief	3.10
6/24/2025	Expert correspondence; Mediation preparation and draft mediation brief	1.80
6/25/2025	Finalize mediation brief	1.20
6/26/2025	Correspondence re witnesses	0.10
6/28/25	Preparation for mediation	0.80
7/1/2025	Mediation and preparation for same	10.10
7/2/2025	Internal conference re further handling; Correspondence re same	0.50
7/8/2025	Client correspondence	0.10
12/10/2025	Analysis of motion documents	0.40
		Total Time Spent
		30.20

Marissa A. Mayhood

Date	Description	Time Spent
10/14/2024	Case Update Email to Client & Response	0.20
12/10/2024	Review Case File and Email to Team re Next Steps	1.60
12/13/2024	Email to OC re FAC & Review Response	0.10
12/16/2024	Email to OC re Dismissal Documents	0.10
12/18/2024	Draft FAC	1.50
12/31/2024	Email to OC re FAC	0.10
1/13/2025	Email to OC re FAC	0.10
1/24/2025	Review and Revise Joint Stipulation to Continue ADR Review Hearing	0.20
4/11/2025	Email to OC re Mediation	0.10
5/1/2025	Receipt & Review OC's Email re Mediation	0.20
5/12/2025	Email to Client	0.10
		Total Time Spent
		4.30

Alexandra Rose

Date	Description	Time Spent
7/3/2025	Review transfer email and case information; assigned case to handling attorney	0.50
7/8/2025	Review internal emails w/ client	0.10
7/16/2025	Email to client re case update; review and revise settlement docs; internal email re call with client	2.50
7/18/2025	Internal meeting re settlement docs; call w/ client	1.50
7/30/2025	Review and revise Joint ADR Hearing Statement	0.70
8/4/2025	Internal email re calendaring	0.10
9/2/2025	Internal communications re settlement docs	0.20
9/3/2025	Internal communications re settlement docs; emails w/ OC; internal email to submit LWDA letter; emails to admins for quotes	1.50
9/4/2025	Call w/ OC	0.50
9/16/2025	Email to client re case update	0.10
9/17/2025	Review and revise settlement docs; email to OC re same	1.10
9/18/2025	Email to OC re settlement docs	0.10
10/3/2025	Review and revise settlement docs and draft cover letter; email to OC re same	0.90
10/6/2025	Draft joint stip to amend; sent same to OC; submit same for filing	0.50
10/9/2025	Review Court's order granting joint stip to amend; submitted SAC for filing	0.40
10/15/2025	F/u email to OC	0.10
10/22/2025	Review and revise settlement docs; email to OC re same	0.50
11/3/2025	Email to client re case update	0.10
11/12/2025	Finalize settlement docs; email to client re settlement docs; sent settlement docs internally to be sent to client; draft Joint ADR Hearing Statement; sent same to OC	0.50
11/13/2025	Emails w/ client setting up call; submitted Joint ADR Hearing Statement for filing; email to OC w/ partially executed settlement docs	0.30
11/19/2025	Internal email re calendaring	0.10
12/3/2025	Review/revise/draft motion papers; sent same to OC	3
12/4/2025	Email to client	0.10
12/8/2025	Emails w/ OC	0.10
12/9/2025	Email to OC re motion papers	0.10
12/10/2025	Finalize motion papers and submit for filing; email to OC	1
12/13/2025	Draft amended notice of motion; submit same for filing	0.50
12/16/2025	Internal email	0.10
12/17/2025	Internal emails; email to client; draft joint stip to dismiss	1.20
12/18/2025	Review OC's redline to joint stip to dismiss; email to OC re same; submit same for filing; email to client	0.60
1/6/2026	Internal email re MO	0.10
1/29/2026	Review TR re motion; email to OC re same; call Court to submit	0.50
1/30/2026	Internal email re calendaring; email to client	0.30
2/6/2026	Draft notice of continuance; submitted same for filing	0.70
4/9/2026	Draft amendment and revised cover letter	1
4/17/2026	F/u email to OC	0.10
4/27/2026	Review OC's revision to cover letter; finalize amendment and cover letter; email to OC re same	0.50

5/5/2026	Instruct internally re LWDA submission; draft supplemental declaration and revised PO	4
5/7/2025	Email to OC; finalize supp docs; submit same for filing	1.50
		Total Time Spent
		27.70

Shawn Bahmani

Date	**Description**	**Time Spent**
7/3/2025	Review assignment email and thorough review of case file	2.30
7/9/2025	Draft settlement docs	5.30
7/16/2025	Internal email re settlement docs; review revisions to settlement docs	1.10
7/18/2025	Internal email re settlement docs; call w/ client	1.50
7/24/2025	Email to OC re settlement docs	0.20
7/30/3035	Draft Joint ADR Hearing Statement; sent same to OC	1
7/31/2025	Email to OC; submit Joint ADR Hearing Statement for filing	0.10
8/8/2025	F/u email to OC	0.10
8/21/2025	F/u email to OC	0.10
9/2/2025	Internal communications re settlement docs; emails w/ OC	0.30
9/3/2025	Internal communications re settlement docs; start draft of motion papers	2.70
		Total Time Spent
		14.70

EXHIBIT 5

Matter: **Steve Robles v. Avery Products Corporation**

Date	Type of Expense	Description of Expense	Amount
3/27/2024	Filing	PAGA Letter Filing Fee	$75.00
5/4/2024	Filing	Steno: Complaint Packet	$1,997.00
11/4/2024	Filing	Steno: Notice of Posting Jury Fees	$262.45
1/5/2024	Service	Steno: Personal Service	$194.95
5/6/2024	Filing	Steno: Summons and Complaint Packet (PAGA)	$647.20
11/19/2024	Filing	Steno: Stipulation and Proposed Order	$59.95
11/21/2024	Filing	Steno: Stipulation and Proposed Order	$59.95
5/12/2024	Filing	Steno: Stipulation and Proposed Order	$86.95
12/12/2024	Filing	Steno: Case Management Statement (PAGA)	$59.95
1/13/2025	Filing	Steno: Req. For Dismissal, Decl., Order, POS (PAGA)	$59.95
1/14/2025	Filing	Steno: Plaintiff's Notice of Errata Re FAC	$59.95
1/15/2025	Filing	Steno: First Amended Complaint	$59.95
1/16/2025	Filing	Steno: Amended Complaint	$59.95
5/30/2025	Mediation	Payment to Signature Resolution	$10,652.42
7/14/2025	Filing	Payment to Berger Consulting Group	$6,885.00
4/8/2025	Filing	Steno: Joint ADR Statement	$59.95
8/10/2025	Filing	Steno: Joint Stip to Amend Complaint	$86.95
9/10/2025	Filing	Steno: Second Amended Complaint	$59.95
11/21/2025	Filing	Steno: Joint ADR Review Statement	$59.95
11/12/2025	Filing	Steno: Motion for Approval of PAGA Settlement	$180.95
12/16/2025	Filing	Steno: Amended Notice of Motion	$59.95
10/2/2026	Filing	Steno: Notice of Continued Motion	$59.95
	Filing	Future Cost - Steno: Supplemental Motion Papers	$59.95
	Filing	Future Cost - Steno: Notice of Entry of Order	$59.95
		Total:	$21,908.17

EXHIBIT 6

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

Re: Settlement Payment from *Steve Robles v. Avery Products Corporation*, Orange County Superior Court Case No. 30-2024-01390483-CU-OE-CXC

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

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Steve Robles v. Avery Products Corporation,* Orange County Superior Court Case No. 30-2024-01390483-CU-OE-CXC ("Action").

The lawsuit was originally filed on April 2, 2024, by Steve Robles ("Plaintiff") against his former employer Avery Products Corporation ("Defendant"). Plaintiff, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, seeks recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for ~~multiple~~ alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, failure to pay sick pay at the required regular rate of pay, and failure to reimburse business expenses. On April 2, 2024 and September 4, 2025, Plaintiff submitted letters to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of the California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1019036-24 (together, the "PAGA Notice").

PAGA, or the Private Attorneys General Act, is a California statute that allows employees to act as a "private attorneys general" to sue their employers to recover civil penalties on behalf of the State of California for California Labor Code violations.

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendant after an arm's length negotiation with an experienced mediator.

On <<Date>>, the settlement was approved by the Court. The Gross Settlement Amount is $280,000. The Net Settlement Amount is the Gross Settlement Amount less the PAGA Counsel Fees ($__________), ~~and~~ Litigation Expenses Payment ($__________), and Administration Expenses Payment ($5,000.00). 75% of the Net Settlement Amount will be paid to the LWDA and 25% of the Net Settlement Amount will be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendant in California during the PAGA Period ("Aggrieved Employees"). The period March 27, 2023 through October 1, 2025 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

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As an Aggrieved Employee, you do not have the option to exclude yourself from the settlement. You will be bound to the release even if you do not cash your settlement check.

Under the settlement, as of <<date of full funding of the Gross Settlement Amount>>, ~~the State of California and~~ all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, ~~and the LWDA,~~ the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Operative Complaint and/or in the PAGA Notice, i.e., claims relating to failure to pay minimum wages, straight time compensation, overtime wages and compensation; the calculation of the regular rate of pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; failing to provide Aggrieved Employees with paid sick leave at the regular rate of pay; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period and/or rest period premiums at the regular rate of pay; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to furnish accurate itemized wage statements; and unlawful failure to keep accurate payroll records~~; any violations of the California Labor Code that could have been alleged in the Operative Complaint and/or PAGA Notice, i.e., Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, *et seq.*, and 2699 *et seq.*, and any violations of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice~~ ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel~~, or Plaintiff's counsel~~ to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact ~~the [Settlement~~ Administrator~~] at [toll-free phone number]~~ or Plaintiff's Counsel:~~.~~

Administrator
CPT Group, Inc.
[Toll Free Number]

Plaintiff's Counsel
Blackstone Law, APC
Karen I. Gold
Noam Y. Reiffman
Marissa A. Mayhood
Alexandra Rose
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Tel: (310) 622-4278

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EXHIBIT 7

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

STEVE ROBLES, individually, and on behalf of aggrieved employees pursuant to the California Private Attorneys General Act, Plaintiff, vs. AVERY PRODUCTS CORPORATION, a Delaware Corporation; and DOES 1 through 25, inclusive, Defendants.	Case No. 30-2024-01390483-CU-OE-CXC Honorable Melissa R. McCormick Department CX105 **[REVISED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF PAGA COUNSEL FEES PAYMENT, LITIGATION EXPENSES PAYMENT, AND ADMINISTRATION EXPENSES PAYMENT (RELATED TO ROA #70)** ~~Reservation No.: 74724919~~ Date: ~~January 29~~May 21, 2026 Time: 2:00 p.m. Department: CX105 Complaint Filed: April 2, 2024 FAC Filed: January 13, 2025 SAC Filed: October 9, 2025 Trial Date: Not Set

[REVISED PROPOSED] ORDER AND JUDGMENT

On ~~January 29~~May 21, 2026 at 2:00 p.m. in Department CX105 of the above-captioned Court located at the Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, California 92701, Plaintiff Steve Robles's ("**Plaintiff**") Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, Litigation Expenses Payment, and Administration Expenses Payment ("**Motion**") came on for hearing before the Honorable Melissa R. McCormick. Blackstone Law, APC appeared on behalf of Plaintiff, and Sheppard, Mullin, Richter & Hampton LLP appeared on behalf of Defendant Avery Products Corporation ("**Defendant**").

Plaintiff and Defendant (together, the "**Parties**") have executed the PAGA Settlement Agreement and Amendment No. 1 to PAGA Settlement Agreement (together, "**Settlement**," "**Agreement**," or "**Settlement Agreement**"), attached hereto as **Exhibit 1** and **Exhibit 2**, respectively.

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion is granted in its entirety.

2. This Order and Judgment incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and Judgment as set forth in the Settlement Agreement, attached hereto as Exhibit 1 and Exhibit 2, respectively.

3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to, providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("**Action**").

///

5. The individuals covered under the Settlement consist of the following: "all current and former hourly-paid and/or non-exempt employees who worked for Defendant in California during the PAGA Period" ("**Aggrieved Employees**"). The "**PAGA Period**" is defined as the period from March 27, 2023, through October 1, 2025.

6. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations.

7. The Gross Settlement Amount is $280,000.00. Pursuant to California Labor Code section 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("**Net Settlement Amount**"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount ($~~155,444.90~~155,091.83), which shall be the Gross Settlement Amount ($280,000.00) less the approved PAGA Counsel Fees Payment ($98,000.00) and Litigation Expenses Payment ($21,~~555.10~~908.17) to PAGA Counsel, and Administration Expenses Payment ($5,000.00) to CPT Group, Inc. ("**Administrator**"). Seventy-five percent (75%) of the Net Settlement Amount ($116,318.87~~116,583.68~~) shall be distributed to the LWDA ("**LWDA PAGA Payment**") and twenty-five percent (25%) of the Net Settlement Amount ($38,772.96~~38,861.22~~) shall be distributed to the Aggrieved Employees in accordance with this Order and Judgment and the Settlement Agreement.

8. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby ~~directs~~ orders the Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

9. The Court approves the payment of $98,000.00 to PAGA Counsel for attorneys' fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court approves the payment of $21,~~555.10~~908.17 to PAGA Counsel for reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and

Judgment and the Settlement Agreement.

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11. The Court approves payment in the amount of $5,000.00 to the Administrator for the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 3~~2~~**, and the Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

13. Within twenty-one (21) calendar days after entry of this Order and Judgment, Defendant will deliver a Microsoft Excel spreadsheet to the Administrator, containing each Aggrieved Employee's full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods (collectively, "**Aggrieved Employee Data**").

14. Within fourteen (14) calendar days after the Effective Date, Defendant will fully fund the Gross Settlement Amount by transmitting the funds to the Administrator.

15. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will distribute the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees Payment and Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

16. Each Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Administrator to the State Controller's Office Unclaimed Property Fund in the name of the Aggrieved Employee.

17. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

18. Effective on the date when Defendant has fully funded the entire Gross Settlement Amount, ~~the State of California and~~ all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, ~~and the LWDA,~~ Defendant and its current and former officers,

directors, members, owners, shareholders, stockholders, parents (including CCL Industries, Inc.), subsidiaries, predecessors, successors, and assigns (collectively, the "**Released Parties**") from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Operative Complaint and/or in the PAGA Notice, i.e., claims relating to failure to pay minimum wages, straight time compensation, overtime wages and compensation; the calculation of the regular rate of pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; failing to provide Aggrieved Employees with paid sick leave at the regular rate of pay; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period and/or rest period premiums at the regular rate of pay; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to furnish accurate itemized wage statements; and unlawful failure to keep accurate payroll records~~; any violations of the California Labor Code that could have been alleged in the Operative Complaint and/or PAGA Notice, i.e., Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, *et seq.*, and 2699 *et seq.*, and any violations of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice~~ (collectively, the "**Released PAGA Claims**"). The Released PAGA Claims are limited to the PAGA Period.

19. Notice of this Order and Judgment shall be given to the Aggrieved Employees by posting a copy of this Order and Judgment on the Administrator's website for a period of at least ~~sixty~~ one hundred and eighty (~~60~~180) calendar days after the date of entry of this Order and Judgment. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

~~19.~~20. The Court retains jurisdiction to enforce the Settlement pursuant to Civil Procedure Code section 664.6.

~~20.~~21. A Compliance Hearing is set for February 26, 2027 at 9:00 a.m. in Department CX105 located at the Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, California 92701. A Final Report from the Administrator regarding the status of the distribution of the settlement funds is due to be filed no later than nine (9) court days prior to the Compliance Hearing.

IT IS SO ORDERED.

Dated: ______________________________

____
Honorable Melissa R. McCormick
Judge of the Superior Court

EXHIBIT 8

Outlook

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>
Fecha Mar 5 May 2026 09:20
Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

05/05/2026 09:20:38 AM

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

Item submitted: Proposed Settlement

On 05/05/2026 09:20:38 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1019036-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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