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Attorneys for Plaintiff Manuel Gutierrez, on behalf of himself
and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MANUEL GUTIERREZ, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

KITE ELECTRIC INCORPORATED, a
California corporation; and DOES 1 through 10,
Inclusive,

Defendants.

CASE NO. 30-2020-01133960-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:

The Honorable Peter J. Wilson
Department CX 102

CLASS ACTION

**DECLARATION OF JEFF GERACI IN
SUPPORT OF MOTION FOR ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Hearing Set by Court
(03/04/2022 Order - ROA 137)

Date: July 7, 2022
Time: 2:00 p.m.
Dept: CX 102
Judge: Honorable Peter J. Wilson

Filed: February 24, 2020
Trial date: Not set

1 I, Jeff Geraci, declare as follows:

2 1. I am a Partner with the law firm of Cohelan Khoury & Singer, co-counsel of record for
3 Plaintiff Manuel Gutierrez. I make this Declaration in support of Plaintiff's Motion for Final Approval
4 of Class Action Settlement. This Declaration is based on my personal knowledge and if called to testify
5 I could and would competently testify to the matters contained in this Declaration.

6 2. I am a 1990 University of San Diego School of Law graduate, admitted to the California
7 State Bar in 1990. I am admitted to all California state and federal courts. I have provided counseling
8 and representation in all areas of employment law, including wrongful termination, discrimination,
9 harassment, and wage and hour law since 1992. I founded Law Office of Jeff Geraci in 1999 and
10 managed that firm through 2009, when I joined Cohelan Khoury & Singer. I have conducted six jury
11 trials of employment law cases to verdict as sole trial counsel, prevailing in four. My practice has
12 focused solely on litigation of class and representative actions, particularly wage and hour class actions,
13 for the past 12 years. I have drafted amicus letters on a range of issues, primarily for the California
14 Employment Lawyers Association (CELA), supporting publication or depublication of Court of Appeal
15 decisions. I have been primarily responsible for dozens of wage and hour class actions, from drafting
16 the complaint, through discovery, dispositive motions, settlement, and settlement approval.

17 3. I have acted as lead appellate counsel in a dozen matters, including the published
18 employment cases, *McAlindin v. County of San Diego* (1999) 192 F.3d 1226 (9th Cir. 1999) [reversing
19 summary judgment in a disability discrimination case]; *Vaquero v. Ashley Furniture Indus.*, 824 F.3d
20 1150 (9th Cir. 2016) [affirming class certification for sales associates].

21 4. In 1981, Timothy D. Cohelan and Isam C. Khoury formed Cohelan & Khoury, a
22 Partnership of Professional Law Corporations, and within a few years began to focus on class actions.
23 In 2009, Cohelan & Khoury became Cohelan Khoury & Singer. Our firm represents plaintiffs in
24 complex, class and representative action litigation, including wage and hour, labor and employment,
25 antitrust, consumer protection, construction defect and other public interest type class and
26 representative actions.

27 5. Managing Partner Michael D. Singer was admitted as a fellow to the College of Labor and
28 Employment Attorneys in 2020, and named to the Daily Journal 2012, 2013, and 2018 list of Top

1 California Labor and Employment Attorneys. He, along with Isam Khoury, a founding Partner of the
2 firm, and Partner Diana M. Khoury, have also been selected by their peers based on ethics, experience
3 and reputation as Super Lawyers in Civil Litigation by the Southern California Super Lawyers
4 Magazine for the years 2012 through the present.

5 6. Cohelan Khoury & Singer has been certified by the State Bar of California to provide the
6 Mandatory Continuing Legal Education activity entitled “Litigating California Class Actions” and has
7 conducted MCLE certified seminars on this topic. Senior Partner, Timothy D. Cohelan, is the author of
8 Cohelan on California Class Actions (1997-2022, updated annually), part of Thomson Reuters Expert
9 Series updated annually. Michael D. Singer is a contributing author on the CEB publication California
10 Wage and Hour Law: Compliance and Litigation (2010-2022 updated annually), in which he wrote the
11 opening chapter overview on California Wage and Hour laws, including the public policy
12 underpinnings for those laws, and the Private Attorneys General Act (PAGA) Claim chapter. He is also
13 a contributing author to the CEB Practitioner (2020), including guidelines for oral argument and forms
14 for PAGA litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation
15 Section on wage and hour litigation and has contributed articles on wage and hour and class action
16 issues through the years to numerous California publications. Prior to COVID, he typically lectured
17 several times per year for continuing education courses on wage and hour and class action issues at
18 events in San Diego, Orange County, Los Angeles, and San Francisco. For over twelve years, Mr.
19 Singer has served as wage and hour amicus co-chair and liaison for the California Employment Lawyers
20 Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the
21 California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and
22 employment law since 2000, handling well over 300 wage and hour class and PAGA actions and several
23 individual labor cases. He has litigated several types of employment actions, including complex ERISA
24 employee welfare benefit plan cases, as well as wage and hour class actions before Federal and State
25 Courts in California. In 2014, Mr. Singer, along with Partner J. Jason Hill, tried a wage and hour class
26 action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v Penske*
27 *Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court ruling in *Dilts* finding state laws
28 preempted by the FAAAA for truck drivers.

1 7. Mr. Singer has participated in over 50 appellate cases and argued writs and appeals before
2 several California District Courts of Appeal, arguing for plaintiffs on rehearing in *Brinker International*
3 *Inc. v. Superior Court* before the Fourth District Court of Appeal, as well as federal appeals in the
4 Second, Third, and Ninth Circuit Courts of Appeals. In addition, Mr. Singer has drafted numerous
5 appellate briefs as the appellant, respondent, or amicus curiae in employment class and individual
6 actions. As co-Class Counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly reported at
7 (2008)165 Cal.App.4th 25], Mr. Singer argued before the Fourth District Court of Appeal in May 2008
8 on transfer from the California Supreme Court, and co-authored the successful Petition for Review. My
9 firm has successfully tried class cases, obtained appellate reversals of class certification denials (*Hicks*
10 *v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and certified multiple wage and hour classes.

11 8. As a part of our overall firm philosophy lawyers perform community service and pro bono
12 work. Firm volunteer work includes service through the Legal Aid at Work, San Diego Volunteer
13 Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of San Diego. During
14 law school, I interned for the ACLU and Equal Rights Assistance assisting on impact litigation class
15 action lawsuits. I am a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Mr. Singer
16 has served on the Legal Aid at Work Board of Directors since 2011. Mr. Cohelan served as the Chair
17 of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits on the Board as past
18 Chair. He served 24 years as a Judge Pro Tem of the San Diego Superior Court. Since admission to the
19 California Bar, Partner Diana M. Khoury has been a member of the San Diego County Bar Association,
20 Consumer Attorneys of San Diego, Consumer Attorneys of California, and American Association for
21 Justice serving and chairing various committees through the years for these organizations. From 2010
22 through 2015, Ms. Khoury served on the Board of Directors for Consumer Attorneys of San Diego.
23 Since 2013, Ms. Khoury serves on the Board of Directors for the San Diego County Bar Foundation,
24 the 501(c)(3) charitable arm of the San Diego County Bar providing access to justice to the underserved
25 and impoverished in the San Diego County region. Our firm's pro bono victories include a settlement
26 which prohibits the City of San Diego from targeting homeless people for illegal lodging tickets under
27 Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).)
28 The *Spencer* settlement had the effect of increasing the number of available shelter beds in San Diego.

9. Cohelan Khoury & Singer has been certified Class Counsel in the following contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND HOUR EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v. Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*, Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart Supermarkets San Mateo* Superior Case No. CIV530955; *Wilcox v Albertsons*, San Diego County Superior Court Case No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.*, United States District Court, Southern District of California Case No. 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant Corporation, et al.*, San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v. CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior

Court Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court
 Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior Court
 Case No. 37-2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles County
 Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles
 County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court
 Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior
 Court Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District
 Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los
 Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, United
 States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon*
Company, United States District Court, Southern District of California Case No. 10CV0634; and
Weigle v. FedEx Ground Package System, Inc., United States District Court, Southern District of
 California Case No. 06CV1330, among others, as well as being appointed Class Counsel in connection
 with well over 200 class action settlements.

10. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has commenced,
 prosecuted and concluded numerous state and federal class and representative actions. Just since 2016,
 the firm has played a central role in the resolution of over 200 such cases, including the following court
 approved settlements: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los
 Angeles County Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot*
U.S.A., Inc., Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c)
Czuchaj v. Conair Corporation, United States District Court, Southern District of California, Case No.
 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States District Court, Central
 District of California, Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises,*
Inc., Los Angeles County Superior Court, Case No. BC472891, Hon. Stephanie M. Bowick; (f)
Gutierrez v. Save Mart Supermarkets, San Mateo County Superior Court, Case No. CIV530955, Hon.
 Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior
 Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*,
 San Diego County Superior Court, Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v.*

1 *Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-01017838; (j) *Klein v.*
2 *Loomis Armored US, LLC*, San Bernardino County Superior Court, Case No. CIVDS1704547, Hon.
3 David Cohn; (k) *Laureano v. The Art of Shaving*, Los Angeles County Superior Court, Case No.
4 BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*,
5 United States District Court, Southern District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey
6 T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-
7 0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation,*
8 *et al.*, United States District Court, Southern District of California, Case. No. 15-CV-1631 JM, Hon.
9 Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No.
10 BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles
11 County Superior Court, Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit*
12 *Management Company, Inc.*, Santa Clara County Superior Court, Case No. 16CV294127, Hon.
13 Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court, Case
14 No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino
15 County Superior Court, Case No. CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, USDC,
16 Northern District of California, Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v.*
17 *ESA Management*, USDC, Central District of California, Case No. 14-CV-5767, Hon. Dale S. Fischer;
18 (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case
19 No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior
20 Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-*
21 *San Diego*, San Diego County Superior Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y)
22 *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-
23 2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco
24 County Superior Court, Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of*
25 *the West*, San Francisco County Superior Court, Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb)
26 *Syed v. M.I. Swaco*, USDC, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A.
27 Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case
28 No. BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC, Southern

District of California Case No. 16-CV-02749, Hon. William Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, LA County Superior Court Case No. BC487290, Hon. William Highberger; among others.

11. Plaintiff seeks final approval of a non-reversionary wage and hour class and Private Attorneys General Act (PAGA) settlement of \$458,991 - \$220,000 new money and \$238,991 paid in May 2020, three months after the action was filed. The proposed Settlement will benefit 100 electricians employed by Kite Electric, Inc. (“Kite”) in California at any time from February 24, 2016 to February 19, 2021 (“Class Period”).

12. Support for the Settlement is strong. No Class Member objected or requested exclusion. Class Members will receive payments averaging \$305, with a highest payment of \$485, upon Final Approval.

13. Kite is an electrical contractor that began in 2000 in Irvine, California. It performs work on new multi-family projects Orange County.

14. Plaintiff Manual Gutierrez worked for Kite as an electrician from June to October 2019, and was paid on a piece-rate basis.

15. The Class is, “all persons employed by Kite in California as non-exempt electricians at any time during the period from February 24, 2016 through February 19, 2021.” The 100 Class Members worked an estimated 12,436 workweeks in the Class Period; 78 aggrieved employees worked 3,061 Pay Periods from December 21, 2018 to February 19, 2021 (“PAGA Period”).

16. On October 16, 2019, Plaintiff’s counsel formally requested his personnel file and obtained job applications, schedules, and time and pay records.

17. Kite produced the documents in November 2019. In January 2020, Plaintiff filed Labor and Workforce Development Agency (LWDA) charges. On February 24, 2020, Plaintiff filed this lawsuit. Plaintiff filed a First Amended Complaint alleging Kite failed to provide (1) minimum/overtime wages; (2) rest periods; (3) final wages; (4) accurate wage statements; which violated (5) the UCL, and, (6) PAGA.

18. By the end of May 2020, after receiving LWDA charges and being served with the Action, Kite paid 98 Class Members for past damages based on the number of weeks each was paid with piece-rate wages, a total of \$238,991, in exchange for purported releases of the claims alleged.

1 19. In January 2020, Kite's new payroll provider, Heartland Payroll, began correctly
2 calculating piecework wages, separately paying for rest periods and non-productive time.

3 20. Plaintiff served Kite with form interrogatories (employment), special interrogatories,
4 requests for admission, and requests for production of documents, and a notice of taking deposition of
5 Kite's person most qualified about topics relevant to the allegations.

6 21. During discussions regarding outstanding discovery responses, the Parties agreed to
7 mediate, and Kite informally produced over 2,000 pages of documents and data for the relevant time
8 period, including: (a) Employee Handbooks (in English and Spanish); (b) documents to determine
9 number of Class Members, including current and former employees; (c) aggregate number of Work
10 Weeks; (d) aggregate number of Pay Periods during the PAGA Period; (e) a breakdown of pay periods
11 in which at least some piece work was performed; (f) wage statements and time sheets for each Pay
12 Period for each Class Member from February 24, 2016 to May 2020, (g) Pick Up Stix settlement
13 agreements and releases; and (h) unredacted spreadsheets reflecting \$238,991 in Pick Up Stix payments
14 to 98 Class Members, ranging from \$350 to \$10,900, in exchange for purported releases; and (l) detailed
15 information showing how payments were calculated.

16 22. Kite could not locate two Class Members who worked briefly in 2016, whose payments
17 would have been \$200 and \$350. Plaintiff's payment, \$2,020, was calculated, but not paid.

18 23. Kite contended no employee ever received less than the applicable minimum wage for all
19 time worked during any pay period; not all Class Members received piece rate wages or received them
20 in every pay period; there was little to no time that could be characterized as non-productive or unpaid
21 when piece-rate was paid, as all time spent earned piece rate wages, or was directly related to tasks
22 which earned those wages; if any overtime was worked, Kite's compensation plan properly paid for
23 that small amount of time; Kite began to take steps to insure compliance, and did comply, with all
24 Labor Code requirements after receiving a request for documents from an attorney, a PAGA charge,
25 and this lawsuit, and paid all sums it believed in good faith could arguably be owed to current and
26 former employees; that in practice, it followed California law at all times by authorizing and permitting
27 rest breaks, not discouraging employees from taking them, and that to the extent any missed a break, it
28 was voluntarily.

24. Plaintiff acknowledged Kite's good faith in calculating and paying amounts owed, but contended not all damages and penalties were paid, and that the Court might not uphold its "Pick-Up Stix" settlement agreements.

25. The Parties mediated with Hon. Jeffrey Winikow (Ret.) on February 19, 2021. After a full day of arms'-length negotiations, the Parties reached a settlement and later negotiated the Stipulation of Class and Representative Action Settlement Agreement and Release and Amendment to the Stipulation of Class and Representative Action Settlement and Release (Settlement Agreement").

26. Kite will pay the Gross Settlement Amount (GSA) of \$458,991, (\$220,000, plus \$238,991 paid to 98 class members pre-mediation) which includes: (a) attorneys' fees of \$152,997 (one-third of GSA) to compensate Class Counsel for all work performed and remaining to be performed securing final Court approval; (b) litigation costs of \$8,995.09; (c) Service Payment of \$10,000 to Plaintiff for serving as Class Representative, foregoing an individual settlement payment, risks undertaken for costs if the case had not successfully concluded, and benefits conferred on the Class; (d) \$10,000 in PAGA Penalties (\$7,500/75% to the LWDA, \$2,500/25% to the Class Members in PAGA Period); and (e) Settlement Administration expenses up to \$7,500. Kite will pay the employer's share of payroll taxes in addition to the GSA.

27. Plaintiff consented to apportion fees: 50% to Cohelan Khoury & Singer, and 50% to Law Offices of Sahag Majarian II.

28. After Court-approved deductions, the estimated Net Settlement Amount (NSA) of \$30,507.91 will be distributed to Participating Class and PAGA Members.

29. The 100 Class Members will receive an average estimated payment of \$305.08, with a lowest payment of \$4.91, and highest payment of \$485.73, upon Approval. Plaintiff's estimated individual settlement amount is \$54.78.

30. Class Members employed during the PAGA Period will receive a share of the \$2,500 PAGA Payment based on Pay Periods worked during the PAGA Period, even if they request to be excluded, as no right exists to opt out of a PAGA Settlement. The 78 PAGA Members will receive an average PAGA payment of \$32.05, with a lowest payment of \$0.82, and the highest PAGA payment of \$46.55.

31. No portion of the GSA will revert to Kite under any circumstances. After 180 days of issuance, all uncashed checks will be sent to the State of California Controller, Unclaimed Property Division for further handling on behalf of the Class Member's whose check was voided.

32. On March 4, 2022, the Court preliminarily approved the proposed Settlement and Notice Packet for mailing to the Class.

33. On April 22, 2022, after searching the National Change of Address database, and updating Class Member addresses, the Settlement Administrator mailed Notice Packets to 100 Class Members. The Notice Packet informed them of (1) the pendency of the Action; (2) proposed settlement terms; (3) automatic payment of Settlement shares if exclusion not requested; (4) estimated amount each Participating Class Members will receive based on eligible pay periods worked during the Class and PAGA Period; (5) released claims; (6) right to object or request exclusion, and (7) date, time and place of the final approval hearing.

34. The Class response to the Settlement was extremely favorable. No objections and no requests for exclusion were received.

35. Nothing has changed since the Court granted Preliminary Approval of the Settlement to negate the presumption of fairness. Class Counsel remains convinced the Settlement is in the Class' best interest.

36. Class Counsel requests attorneys' fees of \$152,997, one-third of the GSA, and actual litigation costs of \$8,995.09. Class Counsel expended 180.1 hours, a lodestar of \$126,457.00. Exhibit 1 is a true and correct copy of the Consolidated Summary of Class Counsel's Summary of Hours and Costs for my firm as well as co-Class Counsel; Exhibit 2(A-C) is a true and correct copy of Cohelan Khoury & Singer's Time Records for each attorney that worked on this case; Exhibit 3 is a true and correct copy of Cohelan Khoury & Singer's Itemization of Costs.

37. Counsel's request for one-third of the common fund is in the mid-range of awards which commonly range from 20% to 50%, and is fair compensation for undertaking complex, risky, litigation on a contingent basis, and for the result achieved for the Class. Many California state and federal courts routinely approve fee requests equal to or greater than sought here.

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California cases: *Estrada, Alvarez vs. Burrtec Waste Group, Inc., et al.*, San Diego Super. Ct., Case No. 37-2011-00096268-CU-OE-CTL (Hon. Joel M. Pressman – approving attorneys’ fees of 33-1/3% of \$2,789,000 in a pre-certification meal violation class action); *White v. Edco Disposal Corp., et al.*, San Diego Super. Ct., Case No. 37-2011-00088803-CU-OE-CTL (Hon. Judith Hayes – approving attorneys’ fees of 33-1/3% of \$3,500,000 in a pre-certification meal violation class action); *Parker v. City of L.A.*, 44 Cal. App. 3d 556, 567-68 (1974) (33.3%); *Tokar v. GEICO*, No. GIC 810166 (San Diego County Super. Ct. July 9, 2004) (approving award of attorney’s fees of 33-1/3% of recovery in a wage and hour class action); *Marroquin v. Bed Bath & Beyond*, No. RG04145918 (Alameda County Super. Ct. June 22, 2004) (in a wage and hour class action, 33.3%); *Crandall v. U-Haul Int’l, Inc.*, No. BC178775 (Los Angeles County Super. Ct. Aug. 17, 2001) (in a wage and hour class action, 40%); *Davis v. The Money Store, Inc.*, No. 99AS01716 (Sacramento County Super. Ct. Dec. 26, 2000) (in a wage and hour class action, awarding 33.3% of \$6,000,000 settlement); *Kenemixay v. Nordstrom, Inc.*, (L.A. County Super. Ct., No. BC318850) (50% award); *Albrecht v. Rite Aid Corp.*, No. 729219 (San Diego County Super. Ct.) (35% award).

Federal cases: *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *28 (N.D. Cal. April 1, 2011) (approving fee that amounted to 42% of common fund in wage and hour class action); *Vasquez v. Coast Valley Roofing*, 266 F.R.D. 482, 491-93 (wage-and-hour action putative class-action settlement where court approved award of attorneys’ fees in the amount of 33.3% of the common fund); *In re Heritage Bond*, 2005 WL 1594389, at *20 (C.D. Cal. June 10, 2005) (award of attorneys’ fees of one-third of \$27,783,000-the Settlement Fund is fair and reasonable); *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM (SHx), 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (awarding 34% in fees of common fund); *Martin v. FedEx Ground Package Sys., Inc.*, No. C06-6883 VRW, 2008 WL 5478576, at *8 (N.D. Cal. Dec. 31, 2008) (truck driver meal break class action where the court approved attorneys’ fees of 1/3 of common fund); *Singer v. Becton Dickinson & Co.*, No. 08-CV-821-IEG (BLM), 2010 WL 2196104, at *8 (S.D. Cal. Jun. 1, 2010) (noting 33.33% of common fund in a wage and hour class action settlement “falls within the typical range of 20% to 50% awarded in similar cases”).

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38. Some courts have found one-third of a common fund is the “benchmark” in California. Counsel’s fee request is reasonable, in line with awards in similar California cases, and consistent with market rates. Within the past several years, Cohelan Khoury & Singer has been awarded one-third of a common fund, in the following class and representative action settlements:

a) *Luareno v. The Art of Shaving*, Los Angeles County Superior Court, Case No. BC550093 (Hon. Amy D. Hogue – approving attorneys’ fees of 33-1/3% of \$950,000 Settlement in a pre-certification wage and hour class action);

b) *Ramirez v. Kirkhill-TA CO.*, Los Angeles County Superior Court, Case No. BC557207 (Hon. Kenneth Freeman – approving attorneys’ fees of 33-1/3% of \$1,100,000 Settlement in a pre-certification wage and hour class action);

c) *Gutierrez v. Benchmark*, San Diego County Superior Court, Case No. 2014-00032287 (Hon. Joel M. Pressman – approving attorneys’ fees of 33-1/3% of \$350,000 Settlement in a pre-certification wage and hour class action);

d) *Morales v. The Los Angeles Country Club*, Los Angeles County Superior Court, Case No. BC566493 (Hon. William F. Highberger – approving attorneys’ fees of 33-1/3% of \$600,000 settlement in a pre-certification wage and hour class action);

e) *Rodriguez v. Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case No. BC541313 (Hon. Kenneth Freeman – approving attorneys’ fees of 33-1/3% of \$6,000,000 settlement in a pre-certification wage and hour class action);

f) *Smith v. Unionbancal Corp.*, San Francisco County Superior Court, Case No. CGC-11-508019 (Hon. Harold E. Kahn – approving attorneys’ fees of 33-1/3% of \$1,450,000 settlement in a pre-certification wage and hour class action);

g) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles County Superior Court, Case No. BC487290 (Hon. William F. Highberger – approving attorneys’ fees of 33-1/3% of \$500,000 settlement in a pre-certification wage and hour class action);

h) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS-1511918 (Hon. Donald Alvarez – approving attorneys’ fees of 33-1/3% of \$3,750,000 settlement in a pre-certification wage and hour class action);

i) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court, Case No. BC582743 (Hon. John Shepard Wiley, Jr. – approving attorneys’ fees of 33-1/3% of \$600,000 settlement in a pre-certification wage and hour class action);

j) *Syed v. M.I. Swaco*, USDC Eastern District of California, Case No. 12-CV-01718 DAD (Hon. Dale A. Drozd – approving fees of 33-1/3% of \$7,000,000 settlement in a pre-certification wage and hour class action);

k) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court, Case No. 2013-0043958 (Hon. Kim. G. Dunning – approving attorneys’ fees of 33-1/3% of \$900,000 settlement in a pre-certification wage and hour class action);

l) *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court, Case No. BC472891 (Hon. Stephanie M. Bowick – approving attorneys’ fees of 33-1/3% of \$1,500,000 settlement in a certified wage and hour class action);

1 m) *McGrath v. Wyndham*, USDC Southern District of California, Case No. 15-CV-1631 JM
(Hon. Jeffrey T. Miller – approving attorneys’ fees of 33-1/3% of \$7,250,000 settlement in a pre-
2 certification wage and hour class action)

3 n) *Arellano v. Container Connection*, Los Angeles County Superior Court, Case No.
BC500675 (Hon. Ann I. Jones – approving attorneys’ fees of 33-1/3% of \$1,625,000 settlement in a
4 certified wage and hour class action);

5 o) *Nijmeh v. Bon Appetit*, Santa Clara County Superior Court, Case No. 16CV294127 (Hon.
Thomas E. Kuhnle – approving attorneys’ fees of 33-1/3% of \$1,350,000 settlement in a pre-
6 certification wage and hour class action);

7 p) *Vaquero v. Stoneledge*, Los Angeles County Superior Court, Case No. BC522676 (Hon.
Elihu M. Berle – approving attorneys’ fees of 33-1/3% of \$3,900,000 settlement in a certified wage and
8 hour class action);

9 q) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case No
CIV530955 (Hon. Marie S. Weiner – approving attorneys’ fees of 33-1/3% of \$5,000,000 settlement
10 in a certified wage and hour class action);

11 r) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court,
Case No. BC590913 (Hon. Elihu M. Berle – approving attorneys’ fees of 33-1/3% of \$778,000
12 settlement in a pre-certification wage and hour class action);

13 s) *Ramos v. Home Depot U.S.A., Inc.*, Alameda County Superior Court, Case No.
RG15797737 (Hon. Da Ioana Petrou – approving attorneys’ fees of 33-1/3% of \$2,600,000 settlement
14 in a PAGA action);

15 t) *Klein v. Loomis*, San Bernardino County Superior Court, Case No. CIVDS1704547 (Hon.
David Cohn – approving attorneys’ fees of 33-1/3% of \$1,014,000 settlement in a pre-certification
16 wage and hour class action).

17 u) *Gutierrez v. Southern Counties Oil*, San Diego County Superior Court, Case No. 2017-
00040850 (Hon. Ronald F. Frazier – approving attorneys’ fees of 33-1/3% of \$637,500 settlement in a
18 pre-certification wage and hour class action).

19 v) *Lawson v. Staples*, Los Angeles County Superior Court, Case No. BC542237 (Hon.
Kenneth R. Freeman – approving attorneys’ fees of 33-1/3% of \$58,275 settlement in a pre-certification
20 wage and hour class action).

21 w) *Hanson v. Leisure Sports, Inc.*, Contra Costa County Superior Court, Case No. MSC17-
00078 (Hon. Edward G. Weil – approving attorneys’ fees of 33-1/3% of \$200,000 settlement in a pre-
22 certification wage and hour class action).

23 x) *Horton v. Neostrata Company Inc., et al.*, USDC Southern District of California, Case No.
16-CV-2189 JLB (Hon. Anthony J. Battaglia – approving attorneys’ fees of 33-1/3% of \$355,000
24 settlement in a pre-certification wage and hour class action).

25 y) *Schaffer v. Rady Children’s Hospital – San Diego, et al.*, San Diego County Superior
Court, Case No. 2015-00022978 (Hon. Joel R. Wohlfeil – approving attorneys’ fees of 33-1/3% of
26 \$12,500,000 settlement in a certified wage and hour class action).

27 z) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-
01017838 (Hon. Glenda Sanders – approving attorneys’ fees of 33-1/3% of \$175,000 settlement in a
28 PAGA action).

1 aa) *Redin v. Accountabilities Professional Group, Et al.*, Orange County Superior Court, Case
2 No. 2017-00929734 (Hon. Glenda Sanders –attorneys’ fees of 33-1/3% of \$255,000 settlement in Class
3 action).

4 bb) *White v. Sacramento Regional Transit District*, Sacramento County Superior Court, Case
5 No. 234-2018-00240461 (Hon. David D. Alba –attorneys’ fees of 33-1/3% of \$385,000 settlement in
6 Class action).

7 cc) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-2018-
8 00997260 (Hon. Randall J. Sherman –attorneys’ fees of 33-1/3% of \$1,485,000 settlement in Class
9 action).

10 dd) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court, Case No. 37-
11 2019-00051577 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$216,666 settlement in Class and
12 Representative action).

13 ee) *Santos, et al. v. National General Management Corp.*, San Bernardino County Superior
14 Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys’ fees of 33-1/3% of \$680,000
15 settlement in PAGA action).

16 ff) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern District of
17 California, Case No. 3:19-cv-01366-GPC-MSB (Hon. Gonzalo P. Curiel – approving attorneys’ fees
18 of 33-1/3% of \$900,000 settlement in a pre-certification wage and hour class action).

19 gg) *Romanov v. Amazon Services LL.*, USDC Central District of California, Case No. 2:20-
20 cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys’ fees of 33-1/3% of \$700,000
21 settlement in a pre-certification wage and hour class action).

22 39. If this were a non-representative litigation, the customary fee arrangement would be a
23 contingent percentage basis in the range of one-third to 40% of recovery. Class Counsel’s fee request
24 is in line with, if not lower than, awards in similar cases. This also supports the request.

25 40. Unlike Defense counsel, who are regularly paid a fair-market hourly rate, Class Counsel
26 received no compensation for over two years, and no reimbursement of expenses. The contingent
27 representation, and risks of the litigation, fully warrant approval of the fee request.

28 41. If Class Counsel’s fee award were calculated using the lodestar, rather than the common
fund method, a multiplier slightly more than 2 would be applied. ($\$152,997/\$126,457 = 1.21$). The time
spent by Cohelan Khoury & Singer and Law Office of Sahag Majarian II on this case was necessary,
reasonable, and non-duplicative. Although two firms worked on the case, duplication was minimized
by a focus on different aspects of the litigation, with the Majarian Office handling more tasks to initiate
the case and Cohelan Khoury & Singer focusing on developing theories for class certification and proof
of damages and mediating, settling and obtaining Court approval.

42. Class Counsel’s skill and experience support their hourly rates and are in line with rates

typically approved in California wage and hour class action litigation. Cohelan Khoury & Singer's practice is limited to litigating class and representative actions on behalf of employees and consumers. The firm has been appointed Class Counsel or co-Class Counsel in over 200 such cases.

43. As leading attorneys in the field, Class Counsel monitors prevailing market rates and sets billing rates to follow attorneys and staff of comparable skill, qualifications and experience.

44. Class Counsel's skill and experience support their hourly rates ranging from \$725 to \$900 (Cohelan Khoury & Singer: Managing Partner, Michael D. Singer - \$900; Partner, Diana M. Khoury - \$725; Partner, Jeff Geraci - \$790) (Law Offices of Sahag Majarian II: Principal, Sahag Majarian II - \$750). These rates are in line with those typically approved in wage-and-hour class action litigation in California, and Cohelan Khoury & Singer attorneys working on this case have recently been approved at these rates in the Superior Courts for the Counties of Alameda (*Bandril/Reyes v. Plastikon Industries*, Case No. RG19038227), Los Angeles (*Torres v. Mercury Plastics, Inc.*, Case No. BC723631), Orange (*Crandall, et al. v. Maxim Healthcare Services, Inc.*, Case No. 2017-00940239), San Diego (*Babouchian, et al. v. Soleil Communications, Inc., et al.*, Case No. 2017-00044756; *Phillips, et al. v. So-Cal Dominoids, et al.*, Case No. 2013-00056664; *Ramirez v Town Park, LLC*, Case No. 2020-00003942), and Santa Clara (*Kebede, et al. v. Wrike, Inc.*, Case No. 20CV366599).

45. The Settlement allows Class Counsel to request up to \$9,500.00 in costs. Counsel seeks reimbursement of actual costs of \$8,995.09. These costs were reasonable and necessary.

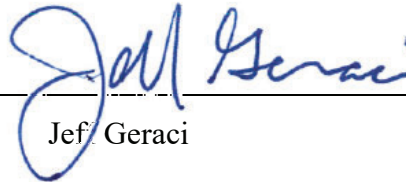
46. The settlement of PAGA penalties for \$10,000, of which \$7,500 (75%) will be paid to the LWDA and \$2,500 (25%) to aggrieved employees, is reasonable and appropriate. The Parties negotiated a good faith amount for PAGA penalties, which was not the result of self-interest at the expense of Class Members.

47. The Class received notice Plaintiff would request \$10,000 for "work, efforts and burdens in prosecuting the Action, and for undertaking the risks of a judgment for costs in the event of an unsuccessful outcome, and obtaining the benefits on behalf of the Class." No Class Member objected. The Class' endorsement of the Award is not surprising. Class Members received payments ranging from \$350 to \$10,900, within months of Plaintiff filing his lawsuit, and will receive additional without submitting a claim form.

1 48. Class Counsel provided the LWDA with the Motion for Preliminary Approval, the
2 Settlement Agreement, Supplemental Briefing and the Amendment to Settlement Agreement. The
3 LWDA raised no objection. Attached as Exhibit 4 is a true and correct copy of the LWDA
4 Confirmations of Receipt, January 14, 2022 (Motion for Preliminary Approval and all Supporting
5 Materials), February 22, 2022 (Supplemental Briefing re Preliminary Approval), and March 1, 2022
6 (Fully-executed Amendment to Settlement Agreement)

7 49. On the same date this motion and its exhibits are filed with the Court, they will be served
8 on Defendant and provided to the LWDA via its website, [www.dir.ca.gov/Private-Attorneys-General-](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act)
9 [Act/Private-Attorneys-General-Act.](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act), using the appropriate intake form. Attached as Exhibit 5 is a true
10 and correct copy of the LWDA confirmation of Receipt.

11 I declare under the penalty of perjury under the laws of the State of California the foregoing is
12 true and correct and this declaration is executed June 14, 2022, in San Diego, California.

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Jeff Geraci

EXHIBIT 1

SUMMARY OF TIME AND COSTS
Gutierrez v. Kite Electric Incorporated
O.C.S.C. Case No. 30-2020-01133960-CU-OE-CXC

Total Hours: 180.1
Total Lodestar Fees: \$126,457.00
Total Fee Request: \$152,997.00
Multiplier: 1.21
Total Costs: \$ 8,995.09

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Michael D. Singer	1984	2.5	\$900	\$ 2,250.00
Diana M. Khoury	1987	40.6	\$725	\$ 29,435.00
Jeff Geraci	1990	107.6	\$790	\$ 85,004.00
Amber Worden, Certified Paralegal	N/A	2.4	\$200	\$ 480.00
Matthew Atlas, Paralegal	N/A	18.9	\$170	\$ 3,213.00
TOTAL:		172.0		\$ 120,382.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
LAW OFFICES OF SAHAG MAJARIAN II				
Sahag Majarian II	1990	8.1	\$750	\$ 6,075.00
TOTAL:		8.1		\$ 6,075.00

Total Aggregate Hours: 180.1	Total Lodestar: \$ 126,457.00
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$ 8,995.09
Law Offices of Sahag Majarain II	\$ 0.00
TOTAL COSTS	\$ 8,995.09

EXHIBIT 2

EXHIBIT 2-A
ATTORNEY TIME
MICHAEL D. SINGER

Gutierrez v. Kite Electric Incorporated
O.C.S.C. Case No. 30-2020-01133960-CU-OE-CXC
Attorney Time – Michael D. Singer

Date	Activity	Time
11/18/19	Initial intake 2.0	2.0
6/2/22	Status review .5	.5
	Total:	2.5

EXHIBIT 2-B
ATTORNEY TIME
DIANA M. KHOURY

Gutierrez v. Kite Electric Incorporated
O.C.S.C. Case No. 30-2020-01133960-CU-OE-CXC
Attorney Time – Diana M. Khoury

Date	Activity	Time
3/13/21	Review MOU; email t/f co-counsel re: costs	.2
3/15/21	Emails t/f admin re: bids; review/revise agreement and class notice; review data/info produced by Kite	7.0
3/16/21	Cf w/ JG re settlement materials; continue review/revision of agreement/notice/proposed order; email co-counsel re: dec; review 3 bids	4.5
3/17/21	Refine agreement terms; calculations; update settlement summary	1.8
5/17/21	Research & set up drafts of preliminary approval motion	1.5
8/13/21	Prelim Approval - notice & P's & A's	2.3
8/17/21	Continue with prelim approval motion; draft objection and opt out forms; review files; request decls from co-counsel, and CPT re: qualifications; cf JG	3.7
8/19/21	Continue with preliminary approval motion	3.5
8/20/21	Continue with preliminary approval motion	2.3
8/21/21	Continue with preliminary approval motion	3.9
2/2/22	Tentative ruling; supplemental briefing re preliminary approval	1.8
2/3/22	Review/revise/edit supplement briefing re preliminary approval	1.3
2/4/22	Edits supplemental briefing; amendment to settlement agreement; proposed order	3.5
2/7/22	Finish edits to supplemental briefing; amendment to settlement agreement; proposed order; email to CPT re: certified translation;	3.0
2/17/22	Email t/CPT with approved notice/change of address to translate	.3
	Total:	40.6

EXHIBIT 2-C
ATTORNEY TIME
JEFF GERACI

Gutierrez v. Kite Electric Incorporated
O.C.S.C. Case No. 30-2020-01133960-CU-OE-CXC
Attorney Time – Jeff Geraci

Date	Activity	Time
1/27/20	Review client documents, docs produced in response to request	3.1
1/27/20	Prepare catalyst letter, ESI notice	.4
1/28/20	Prepare PAGA Notice	2.1
2/22/20	Prepare complaint	2.9
3/16/20	Tc w/oc	.4
3/17/20	Emails from/to oc	.4
3/31/20	Email to oc	.1
4/2/20	Prepare FAC	0.7
4/3/20	Emails to/from oc multiple	.4
4/23/20	Email from/to oc	.2
4/8/20	Email from/to oc	.2
5/26/20	Email from/to oc	.2
5/26/20	Receipt and review answer to FAC	.3
7/27/20	Review notice re order	.1
8/6/20	Review documents, prepare discovery, form and special rogs, RFA, RFP, depo notice	4.2
8/12/20	Emails to/from oc	0.2
8/17/20	Tc w/oc	0.3
8/17/20	Memo re same, review Pick Up Stix	.4
8/20/20	Emails from/to oc (multiple)	.4
8/22/20	Email from oc	0.1
8/22/20	Email to oc re documents needed to evaluate settlement	0.5
8/27/20	Prepare joint status conference statement	0.5
8/27/20	Emails to/from OC	0.3
8/27/20	Add stip re continuance of CMC to joint statement	.2
8/31/20	Receipt and review court order	.1
10/25/20	Email from/to oc re discovery extension	.2
11/2/20	Email from/to oc	.2
11/4/20	Email from/to oc	.2
11/8/20	Tc w/oc	.3
11/24/20	Email to/from oc multiple re mediation	.5
12/4/20	Email to/from oc	0.2
12/8/20	Email from/to mediator re virtual only	.2
12/9/20	Email to/from oc multiple	0.3
12/10/20	Email from/to mediator	.3
1/11/21	Email from/to oc	.3
1/20/21	Review and revise stip re mediation, CMC	.3
1/28/21	Tc w/client	.4
2/9/21	Review paper documents (begin)	2.3
2/10/21	Review paper documents (continue)	3.4
2/11/21	Tc w/ client	.3
2/11/21	Review paper documents (continue)	5.9
2/12/21	Review paper documents (continue)	6.2

Gutierrez v. Kite Electric Incorporated
O.C.S.C. Case No. 30-2020-01133960-CU-OE-CXC
Attorney Time – Jeff Geraci

2/12/21	Tc w/oc	.4
2/12/21	Email from/to oc re mediation brief	.2
2/13/21	Receipt and review lengthy position statement from oc	.4
2/15/21	Prepare mediation brief (begin)	4.9
2/16/21	Prepare mediation brief (continue)	4.8
2/17/21	Prepare mediation brief (complete)	8.5
2/18/21	Email to/from mediator	0.3
2/18/21	Email to/from oc	0.3
2/19/21	Attend Mediation	8.9
2/19/21	Tc w/client re MOU	.5
2/19/21	Email to/from oc re MOU signatures	.2
2/20/21	Emails from/to oc multiple re no dismissal, judgment required	.6
2/22/21	Email from/to oc	.2
2/25/21	Prepare notice of settlement, request to continue SC	0.3
2/25/21	Email to/from oc	0.2
3/16/21	Cf w/DMK re elements of settlement agreement	.4
4/19/21	Email from/to oc	.2
4/21/21	Email from/to oc	0.2
4/22/21	Email from/to oc	0.2
5/14/21	Email from oc	.1
5/17/21	Receipt and review email from oc with revisions to settlement agreement	0.3
5/17/21	Email to/from oc	0.2
5/17/21	Tc w/client	.4
5/27/21	Review and revise stip re continue CMC	.2
5/28/21	Email to/from oc	0.2
7/23/21	Email to/from oc	0.2
7/29/21	Review and revise stip re continue CMC	.2
7/29/21	Email to/from oc	.2
8/17/21	Cf w/DMK	.2
10/7/21	Review and revise stip re continue CMC	.2
10/7/21	Email to/from oc	.2
11/10/21	Revise prelim motion	.9
11/12/21	Revise prelim motion	.4
11/13/21	Revise prelim motion	.6
11/15/21	Revise prelim motion	.9
11/15/21	Extended email to oc re prelim,	0.4
11/16/21	Email from/to oc	0.2
11/16/21	Email to oc	0.1
11/17/21	Emails to/from oc	0.3
11/18/21	Emails from/to oc	0.2
11/18/21	Tc w/oc	0.3
11/19/21	Status conference	0.7
11/19/21	Email to oc	0.4

Gutierrez v. Kite Electric Incorporated
O.C.S.C. Case No. 30-2020-01133960-CU-OE-CXC
Attorney Time – Jeff Geraci

11/22/21	Email to/from oc	0.2
11/23/21	Email from oc	0.1
11/23/21	Review class data	1.1
11/23/21	Email to oc	0.1
12/3/21	Prepare stip re approval motion	0.2
12/3/21	Email to/from oc	0.2
12/7/21	Email to oc	0.1
12/13/21	Receipt and review email from oc	0.3
12/13/21	Email to oc	0.2
12/14/21	Prepare revisions to settlement agreement	.6
2/2/22	Review tentative	0.2
2/2/22	Email to/from oc	0.2
2/2/22	Email from/to oc	0.2
2/8/22	Review revised notice, amendment, supplemental brief	0.6
2/9/22	Review and revise supplemental filing	1.1
2/9/22	Email to oc re same	0.2
2/22/22	Review administrator's declaration	.2
3/10/22	Email from/to admin; review prelim timeline	0.3
3/10/22	Email to oc	0.1
3/10/22	Email from/to admin	0.2
4/20/22	Emails multiple from/to admin	0.3
4/20/22	Review and approve class notice materials	0.4
4/20/22	Emails from/to admin	0.2
4/20/22	Review preliminary calculations re settlement distribution; email to admin re same	0.5
4/20/22	Email to/from oc	.2
4/21/22	Emails from/to admin (multiple)	0.6
4/22/22	Review revised calculations re settlement distribution; emails to admin re same	0.4
6/7/22	Prepare final approval motion, Ps&As, Decs of JG and client, final approval order (begin)	4.2
6/9/22	Prepare final approval motion, Ps&As, Decs of JG and client, final approval order (continue)	3.6
6/10/22	Prepare final approval motion, Ps&As, Decs of JG and client, final approval order (continue)	4.2
6/11/22	Prepare final approval motion, Ps&As, Decs of JG and client, final approval order (continue)	3.9
6/13/22	Prepare final approval motion, Ps&As, Decs of JG and client, final approval order (complete)	2.8
	Total:	107.6

EXHIBIT 3

COHELAN KHOURY SINGER

Litigation Costs

Gutierrez v. Kite Electric Incorporated

O.C.S.C. Case No. 30-2020-01133960-CU-OE-CXC

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
1/28/2020	LWDA	PAGA Fee Notice	\$75.00
2/25/2020	One Legal	Complaint/Complex Fee	\$1,494.56
3/18/2020	One Legal	Class Action/B 17200	\$12.20
4/23/2020	One Legal	Notice of Acknowledgment of Rec.	\$12.20
6/2/2020	One Legal	Amended Complaint	\$12.20
7/27/2020	OCSC	Records	\$15.00
7/27/2020	One Legal	Notice of Change of Electronic Svc.	\$12.20
8/26/2020	Courtcall	Telephonic 9/4/20	\$94.00
8/28/2020	One Legal	Proof of Service	\$12.20
8/31/2020	Courtcall	Telephonic 2/5/21	\$94.00
8/31/2020	One Legal	Stipulation	\$20.66
9/1/2020	One Legal	Notice of Continuance	\$12.20
12/10/2020	Winikow Mediation	Mediation Fee 2/19/21	\$6,500.00
1/21/2021	One Legal	Proposed Order; Proof of Service	\$14.25
1/27/2021	One Legal	Proposed Order; Stipulation	\$20.66
1/28/2021	One Legal	Notice	\$14.25
2/26/2021	One Legal	Proof of Service	\$14.25
3/1/2021	One Legal	Proposed Stipulation & Order	\$20.66
3/2/2021	One Legal	Notice of Continuance	\$14.67
6/3/2021	One Legal	Proposed Stipulation & Order	\$35.26
7/30/2021	One Legal	Stipulation and Order; Proposed Order	\$35.26
8/5/2021	One Legal	Notice	\$14.67
8/18/2021	Law Offices of Sahag Marjarian	Federal Express (x2)	\$43.40
10/8/2021	One Legal	Proposed Stipulation & Order	\$35.26
12/6/2021	One Legal	Proposed Stipulation & Order	\$35.26
1/5/2022	One Legal	Proof of Service	\$76.44
1/5/2022	One Legal	Notice	\$14.67
2/16/2022	OCSC	Documents	\$7.50
2/23/2022	One Legal	Declaration	\$14.67
3/1/2022	One Legal	Notice; Declaration	\$14.67
3/4/2022	OCSC	Documents	\$7.50
3/8/2022	One Legal	Notice; Other; Dec.	\$14.67
	In House	Postage	\$19.70
	In House	Photocopies (344@.25)	\$86.00
<i>est</i>	<i>One Legal</i>	<i>PAGA Settlement Motion</i>	<i>\$75.00</i>
	Total:		\$8,995.09

EXHIBIT 4

From: [FormAssembly](#) on behalf of [DIR PAGA Unit](#)
To: [Matthew Atlas](#)
Subject: [External] Thank you for your Proposed Settlement Submission
Date: Tuesday, January 4, 2022 11:31:34 AM

01/04/2022 11:31:14 AM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=CkmVEddukKLexsqU9o1LOYeca1vZAEC-MO6PZ1f0-Jc&m=5sPqAUj1rdWz9RNKSardyMZJKMPHTcTvJChwV9t28x0&s=13Yawu38ShqjOVDrJl3a3Mz1lI8KQame1PAnXcyPflM&e=

From: [DIR PAGA Unit](#)
To: [Matthew Atlas](#)
Subject: [External] Thank you for your Proposed Settlement Submission
Date: Tuesday, February 22, 2022 4:19:03 PM

02/22/2022 04:18:45 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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From: [DIR PAGA Unit](#)
To: [Matthew Atlas](#)
Subject: [External] Thank you for your Proposed Settlement Submission
Date: Tuesday, March 1, 2022 1:16:19 PM

03/01/2022 01:16:07 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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EXHIBIT 5