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Attorneys for Plaintiff EVA YANEZ, on behalf of herself  
and all others similarly situated

**SUPERIOR COURT OF CALIFORNIA**

**FOR THE COUNTY OF SANTA CLARA**

EVA YANEZ, on behalf of herself and all  
others similarly situated,

Plaintiff,

v.

GARDNER FAMILY HEALTH  
NETWORK, INC., a California corporation;  
and DOES 1 through 10, Inclusive,

Defendants

Case No. 20CV364033

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Theodore C. Zayner  
Department 19

**CLASS ACTION**

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

**Hearing Set by September 21, 2023 Order**

Date: December 6, 2023

Time: 1:30 p.m.

Dept: 19

Judge: Hon. Theodore C. Zayner

Complaint 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  
3 record for Plaintiff Eva Yanez. I make this Declaration in support of the Motion for Final  
4 Approval of Class Action Settlement. This Declaration is based on my personal knowledge and  
5 if called to testify I could and would competently testify to the matters contained in this  
6 Declaration.

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

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

23 4. Founding Partner Isam C. Khoury, along with Partner Diana M. Khoury have  
24 been selected by their peers based on ethics, experience and reputation as Super Lawyers in  
25 Civil Litigation by the Southern California Super Lawyers Magazine for the years 2012 through  
26 the present. Michael D. Singer, Managing Partner, was named to the Daily Journal list of Top  
27 California Labor and Employment Attorneys in 2012, 2013, and 2018 and selected to the  
28 Southern California Super Lawyers in 2010, 2012-2019. Mr. Singer was admitted as a fellow of

1 the College of Labor and Employment Attorneys in 2020.

2         5. Cohelan Khoury & Singer has been certified by the State Bar of California to  
3 provide the Mandatory Continuing Legal Education activity entitled “Litigating California Class  
4 Actions” and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.  
5 Cohelan, is the author of Cohelan on California Class Actions (1997-2023, updated annually),  
6 part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing  
7 author on the CEB publication California Wage and Hour Law: Compliance and Litigation  
8 (2010-2022 updated annually), in which he wrote the opening chapter overview on California  
9 Wage and Hour laws, including the public policy underpinnings for those laws, and the Private  
10 Attorneys General Act (PAGA) Claim chapter. He is also a contributing author to the CEB  
11 Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. Mr.  
12 Singer has served as a columnist for the California State Bar, Litigation Section on wage and  
13 hour litigation and has contributed articles on wage and hour and class action issues through the  
14 years to numerous California publications.

15         6. Prior to COVID, Mr. Singer typically lectured several times per year for  
16 continuing education courses on wage and hour and class action issues at events in San Diego,  
17 Orange County, Los Angeles, and San Francisco. For over twelve years, Mr. Singer has served  
18 as wage and hour amicus co-chair and liaison for the California Employment Lawyers  
19 Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the  
20 California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor  
21 and employment law since 2000, handling well over 300 wage and hour class and PAGA  
22 actions and several individual labor cases. He has litigated several types of employment actions,  
23 including complex ERISA employee welfare benefit plan cases, as well as wage and hour class  
24 actions before Federal and State Courts in California. In 2014, Mr. Singer tried a wage and hour  
25 class action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v*  
26 *Penske Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court ruling in *Dilts*  
27 finding state laws preempted by the FAAAA for truck drivers.

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7. As a part of our overall firm philosophy lawyers perform community service and pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San Diego Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of San Diego. I am a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Mr. Singer has served on the Legal Aid at Work Board of Directors since 2011. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits on the Board as past Chair. He completed 24 years of volunteer judicial service as a Judge Pro Tem of the San Diego Superior Court. Since admission to the California Bar, Partner Diana M. Khoury has been a member of the San Diego County Bar Association, Consumer Attorneys of San Diego, Consumer Attorneys of California, and American Association for Justice serving and chairing various committees through the years for these organizations. For six years from 2010 through 2015, Ms. Khoury served on the Board of Directors for Consumer Attorneys of San Diego. Since 2013, Ms. Khoury actively serves on the Board of Directors for the San Diego County Bar Foundation, the 501(c)(3) charitable arm of the San Diego County Bar Association providing access to justice to the underserved and impoverished in the San Diego County region. Our firm's recent pro bono victories include a settlement which prohibits the City of San Diego from targeting homeless people for illegal lodging tickets under Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer* settlement had the effect of increasing the number of available shelter beds in San Diego.

8. 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; *STERIOD 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;

1 *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court Case No.  
2 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court,  
3 Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los  
4 Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*,  
5 Unites States District Court, Southern District of California Case No. 16-CV-02749; *Watson v.*  
6 *Raytheon Company*, United States District Court, Southern District of California Case No.  
7 1OCV0634; and *Weigele v. FedEx Ground Package System, Inc.*, United States District Court,  
8 Southern District of California Case No. 06CV1330, among others, as well as being appointed  
9 Class Counsel in connection with well over 300 class action settlements.

10 9. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has  
11 actively commenced, prosecuted and concluded numerous state and federal class and  
12 representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the  
13 resolution of hundreds of such cases, including the following, which have received court  
14 approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles  
15 County Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot*  
16 *U.S.A., Inc.*, Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle;  
17 (c) *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California,  
18 Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYs*, United States  
19 District Court, Central District of California, Case No. 18-cv-00415, Hon. David O. Carter; (e)  
20 *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court, Case No. BC472891,  
21 Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County  
22 Superior Court, Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce*  
23 *Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu  
24 M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court,  
25 Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*,  
26 Orange County Superior Court, Case No. 2018-01017838; (j) *Klein v. Loomis Armored US,*  
27 *LLC*, San Bernardino County Superior Court, Case No. CIVDS1704547, Hon. David Cohn; (k)  
28 *Laureano v. The Art of Shaving*, Los Angeles County Superior Court, Case No. BC550093,

Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District Court, Southern District of California, Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County Superior Court, Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara County Superior Court, Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court, Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, USDC, Northern District of California, Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v. ESA Management*, USDC, Central District of California, Case No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court, Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County Superior Court, Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, USDC, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case 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 Q. Hayes; (ee) *Walsh v.*

1 *Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon.  
2 William F. Highberger; among others.

3 10. Plaintiff Eva Yanez (“Plaintiffs”) seeks Final approval of a \$1,125,000 non-  
4 reversionary wage and hour class and Private Attorney Generals’ Act (PAGA) settlement with  
5 Defendant Gardner Family Health Network, Inc. (“Defendant” or “Gardner”).

6 11. Support for the Settlement is strong. There are no objections, and with only four (4)  
7 Class Members requesting exclusion, a participation rate of 99.49%. Participating Class Members  
8 can expect to receive an average estimated payment of \$858, and highest payment of \$2,263  
9 (rounded to nearest dollar amount).

10 12. Eva Yanez worked as a Medical Assistant in San Jose starting in 2003. She  
11 became a Referral Clerk in 2005, and her employment ended in August 2019.

12 13. The health care provider that became Gardner Family Health Network, Inc.,  
13 began in 1967, and after steady growth and a series of mergers and affiliations, now operates  
14 facilities in San Jose, Alviso, Atherton, and Gilroy. It provides medical, dental, mental health,  
15 optometry, pharmacy and other services.

16 14. The Class is, “All non-exempt employees of Defendant who worked at any time  
17 from February 24, 2016, to March 18, 2022, in the State of California.”

18 15. PAGA Aggrieved Employees who worked anytime January 24, 2019 to March  
19 18, 2022 (“PAGA Period”).

20 16. Plaintiff alleged employees were underpaid by Gardner’s policy of paying based  
21 on rounded, rather than actual time. Plaintiff also alleged underpayment caused by rounding  
22 violated certain municipal minimum wage ordinances. Gardner stopped rounding in September  
23 2020, and contended its policy had a neutral impact during the class period.

24 17. Plaintiff argued Gardner did not provide compliant meal or rest periods and did  
25 not adopt fully compliant written meal and rest policies until 2020. Gardner contended its  
26 policies were compliant, it did not discourage employees from taking breaks, but employees  
27 were free to, and did, choose not to take breaks at times, and few violations occurred throughout  
28 the class period.

1           18.     Plaintiff alleged Gardner failed to include all compensation when calculating the  
2 regular rate and underpaid overtime wages as a result. Gardner contended bonuses were modest  
3 and infrequent and overtime was rare.

4           19.     The action was filed February 24, 2020, alleging failure to provide: all wages;  
5 compliant rest and meal periods; accurate wage statements; and timely final wages. PAGA  
6 claims for the same violations were filed April 3, 2020.

7           20.     Plaintiff served form and special interrogatories, requests for admission and  
8 documents, and noticed Gardner's deposition. After extensions, Gardner responded in  
9 December 2020, producing over 1,000 pages of documents.

10          21.     The Parties agreed to mediate and exchanged information, including nearly  
11 100% of the time data for the period of February 20, 2016 to January 31, 2021 and nearly 100%  
12 of the class payroll data from February 27, 2016 to January 23, 2022 (those few employees  
13 promoted to exempt positions during the class period were not included, though they remain  
14 class members while non-exempt); and, number of members (current and former) and aggregate  
15 workweeks and pay period for the Class and PAGA Periods. Plaintiff's consultant analyzed the  
16 data and created a damage model.

17          22.     With significant investigation, research, formal and informal discovery, and  
18 analysis of data by Plaintiff and her consultant, the Parties mediated with Hon. Maria-Elena  
19 James (Ret.) on March 18, 2022. After a full day of arms'-length negotiations, the Parties  
20 reached an agreement in principle and signed a memorandum of understanding (MOU). The  
21 Parties continued to negotiate all necessary terms and entered the Joint Stipulation of Settlement  
22 and Release of Class Action, ("Settlement Agreement"), preliminary approved by the Court on  
23 May 16, 2023.

24          23.     Subject to Court approval, Gardner will pay the maximum Gross Settlement  
25 Amount ("GSA") of \$1,125,000, which includes: (a) attorneys' fees of \$375,000 (one-third of  
26 the GSA); (b) actual litigation costs of \$20,303; (c) Class Representative Service Payment of  
27 \$5,000; (d) PAGA Payment of \$30,000 [\$22,500 to California Labor and Workplace  
28 Development Agency (LWDA) (75%); \$7,500 to Aggrieved Employees (25%)]]; and (e)

1 Settlement Administration costs of \$10,639.26. Gardner will pay the employer's share of  
2 payroll taxes in addition to the GSA.

3 24. Plaintiffs gave written contest to apportion fees between Class Counsel as  
4 follows: Cohelan Khoury & Singer 50%; Law Offices of Sagan Majarian II 50%.

5 25. After Court-approved deductions, the estimated Net Settlement Amount  
6 ("NSA"), \$684,057.74, will be distributed to Participating Class Members in pro rata by  
7 dividing the number of weeks each Class Member worked during the Class Period by the  
8 number of Work Weeks all Class Members worked during the Class Period and multiplying that  
9 number by the Net Settlement Amount.

10 26. The Participating Class Members will receive an average estimated payment of  
11 \$858, and highest payment of \$2,263, upon Approval (Rounded to nearest dollar).

12 27. The PAGA Aggrieved Employees will divide the 25% PAGA payment based on  
13 weeks worked in the PAGA period, even if they opt-out of the settlement.

14 28. Settlement payments are allocated 30% to wages, with normal payroll deductions  
15 taken and IRS W-2 Forms issued, and, 70% interest and penalties with IRS 1099 Forms issued.

16 29. Checks uncashed 180 days after issuance will be sent to cy pres recipient, Legal  
17 Aid at Work, a non-profit provider of legal services.

18 30. The Settlement was preliminarily approved on May 26, 2023.

19 31. On July 3, 2023, after receiving a data file from Defendant, and searching the  
20 National Change of Address database and updating Class Member addresses, the Settlement  
21 Administrator mailed a Class Notice to 738 Class Members, informing them of (1) the  
22 pendency of the Action; (2) proposed settlement terms; (3) automatic payment of Settlement  
23 shares if exclusion not requested; (4) released claims; (5) right to object or request exclusion,  
24 and (6) date, time and place of the final approval hearing, with notice the hearing may be  
25 rescheduled by the Court without further notice.

26 32. After the initial mailing, Defendant discovered 59 class members were inadvertently  
27 omitted from the data file provided to CPT. Pursuant to the Parties' Stipulation and Court Order, on  
28 September 15, 2023, Notice was mailed to 59 additional class members allowing disputes and

1 objections to be submitted through October 30, 2023.

2 33. The Class response to the Settlement was extremely favorable. No objections and  
3 only four (4) requests for exclusion were received.

4 34. Nothing has changed since Preliminary Approval to negate the presumption of  
5 fairness. Class Counsel remains convinced the Settlement is in the Class' best interest.

6 35. Class Counsel requests attorneys' fees of \$375,000.00, one-third of GSA, and  
7 litigation costs of \$20,303. Counsel have expended 245.1 hours, a \$198,765 lodestar. Exhibit 1  
8 is a true and correct copy of the Consolidated Summary of Class Counsel's Time & Costs;  
9 Exhibit 2 is a true and correct copy of Cohelan Khoury & Singer's Itemization of Costs.

10 36. Class Counsel's request for one-third of the common fund is in the mid-range of  
11 fee awards which commonly range from 20% to 50%, and fair compensation for undertaking  
12 complex, risky, time-consuming litigation on a contingent basis, and for the results achieved.  
13 California state and federal courts routinely approve fee requests equal to or greater than Class  
14 Counsel's request.

15 **California cases:** *Parker v. City of L.A.*, 44 Cal. App. 3d 556, 567-68 (1974) (33.3%);  
16 *Tokar v. GEICO*, No. GIC 810166 (San Diego County Super. Ct. July 9, 2004) (approving  
17 award of attorney's fees of 33-1/3% of recovery in a wage and hour class action); *Marroquin v.*  
18 *Bed Bath & Beyond*, No. RG04145918 (Alameda County Super. Ct. June 22, 2004) (in a wage  
19 and hour class action, 33.3%); *Crandall v. U-Haul Int'l, Inc.*, No. BC178775 (Los Angeles  
20 County Super. Ct. Aug. 17, 2001) (in a wage and hour class action, 40%); *Davis v. The Money*  
21 *Store, Inc.*, No. 99AS01716 (Sacramento County Super. Ct. Dec. 26, 2000) (in a wage and hour  
22 class action, awarding 33.3% of \$6,000,000 settlement); *Kenemixay v. Nordstrom, Inc.*, (L.A.  
23 County Super. Ct., No. BC318850) (50% award); *Albrecht v. Rite Aid Corp.*, No. 729219 (San  
24 Diego County Super. Ct.) (35% award) *Estrada, Alvarez vs. Burrtec Waste Group, Inc., et al.*,  
25 San Diego Super. Ct., Case No. 37-2011-00096268-CU-OE-CTL (Hon. Joel M. Pressman –  
26 approving attorneys' fees of 33-1/3% of \$2,789,000 in a pre-certification meal violation class  
27 action); *White v. Edco Disposal Corp., et al.*, San Diego Super. Ct., Case No. 37-2011-  
28 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).

**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 Ampicillin Antitrust Litig.*, 526 F. Supp. 494 (D.D.C. 1981) (45%); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.*, 480 F. Supp. 1195 (S.D.N.Y. 1979), *aff'd*, 622 F.2d 1106 (2d Cir. 1980) (in a Sherman Act case, approximately 53%); *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% common fund award for wage and hour class settlement "falls within the typical range of 20% to 50% awarded in similar cases").

37. Since 2020, Cohelan Khoury & Singer has been awarded one-third of a common fund in many class and representative action settlements, including:

a) *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 PAGA action).

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

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

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

e) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00051577 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$650,000 settlement in Class and Representative action).

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

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

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

i) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599 (Hon. Patricia M. Lucas – approving attorneys’ fees of 33-1/3% of \$2,000,000 settlement in a pre-certification wage and hour class action).

j) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys’ fees of 33-1/3% of \$458,991 settlement in a pre-certification wage and hour class action).

k) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00044561 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$1,500,000 settlement in Class and Representative action).

l) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys’ fees of 33-1/3% of \$458,991 settlement in a pre-certification wage and hour class action).

m) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case No. 37-2019-00051447 (Hon. Katherine Bacal –attorneys’ fees of 33-1/3% of \$600,000 settlement in Class and Representative action).

n) *Lopez, et al. v. Pacific Gas and Electric Company.*, San Francisco County Superior Court, Case No. CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –attorneys’ fees of 33-1/3% of \$350,000 settlement in Class and Representative action).

o) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior Court, Case No. 37-2020-00038101 (Hon. Gregory W. Pollack –attorneys’ fees of 33-1/3% of \$3,000,000 settlement in Class and Representative action).

p) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County Superior Court, Case No. 34-2018-00237087 (Hon. Lauri A. Damrell – attorneys’ fees of 33-1/3% of \$325,000 settlement in Class and Representative action).

q) *Sanchez, et al. v. Renzenberger, Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV46131 (Hon. Yvette M. Palazuelos – attorneys’ fees of 33-1/3% of \$2,400,000 settlement in Class and Representative action).

r) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack – attorneys’ fees of 33-1/3% of \$9,000,000 settlement in Class and Representative action).

s) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No. 21STCV18635 (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in Class and Representative action).

38. If the fee award were calculated using lodestar, rather than a common fund percentage, a multiplier of less than 1.9 would be applied. ( $\$375,000/\$198,765 = 1.88$ ). Class Counsel’s work was reasonable and necessary and reflected in the excellent result achieved.

39. Cohelan Khoury & Singer has been awarded a greater multiplier in other cases: *McGrath v. Wyndham Resort Dev. Corp.*, (S.D.Cal. Jan. 30, 2018, No. 15cv1631 JM (KSC)) 2018 U.S.Dist.LEXIS 16095\*24 [Hon. Jeffrey T. Miller – approving attorneys’ fees of \$2,416,666.67 and **4.8 multiplier**, one-third of \$7,250,000 settlement in a pre-certification wage and hour class action]; *Jones v. Abercrombie & Fitch Trading Co.*, (C.D.Cal. Nov. 19, 2018, No. CV 15-0105 JGB (Ex)) 2018 U.S.Dist.LEXIS 198001 \*24-25 [Hon. Jesus G. Bernal – approving attorneys’ fees of \$2,400,000 and **3.7 multiplier**, one-third of \$9,600,000 settlement in a pre-certification wage and hour class action]; *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 \$4,166,666 and **3.98 multiplier**, one-third of \$12,500,000 settlement in a certified wage and hour class action); *Rodriguez v. Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case No. BC541313] Hon. Kenneth Freeman – approving attorneys’ fees of \$2,000,000 and **5.05 multiplier**, one-third of \$6,000,000 settlement in a pre-certification wage and hour class action]; *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior Court, Case No. 2021-00309030 [Hon. Jill H. Talley – approving attorneys’ fees of \$3,000,000 and **7.99 multiplier**, one-third of \$9,000,000 settlement in a pre-certification wage and hour class action]; *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No. 21STCV18635 [Hon. Elihu M. Berle – approving attorneys’ fees of \$216,666.67 and **3.49 multiplier**, one-third of \$650,000 settlement in a pre-certification wage and hour class action], and, *Myers, et al. v. Blue Shield of California Life & Health Insurance Company, et al.*, Los Angeles County Superior Court, Case No. 19STCV09341 [Hon. Yvette M. Palazuelos – approving attorneys’ fees of \$936,666 and **2.41 multiplier**, one-third of \$2,900,000 settlement in a pre-certification wage and hour class

1 action].

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

5 41. Unlike Defense counsel, who are regularly paid a fair-market hourly rate, Class  
6 Counsel received no compensation, and no reimbursement of expenses, since the case began.  
7 The contingent representation, and risks of the litigation which could result in no fee being  
8 possible, fully warrant approval of the fee request.

9 42. Based on my experience, the experience of my firm, and my research, Class  
10 Counsel's skill and experience support their hourly rates and are in line with rates typically  
11 approved in California wage and hour class actions.

12 43. Class Counsel's skill and experience support their hourly rates and are in line  
13 with rates typically approved in California wage and hour class actions and previously awarded  
14 to Class Counsel in many courts, including this one. Cohelan Khoury & Singer's practice is  
15 limited to litigating class and representative actions on behalf of employees and consumers, and  
16 the firm has been appointed Class Counsel or co-Class Counsel in over 300 such cases.

17 44. Class Counsel's skill and experience support their hourly rates: **Cohelan**  
18 **Khoury & Singer**: Founding Partner Isam C. Khoury - \$925; Managing Partner, Michael D.  
19 Singer - \$925; Partner, Jeff Geraci - \$850; **Law Offices of Sahag Majarian II**: Principal,  
20 Sahag Majarian II - \$850. These rates are in line with those typically approved in California  
21 wage-and hour class action litigation. The Laffey Matrix would actually provide for a rate  
22 increase. Attached as Exhibit 3 is a true and correct copy of the Laffey Matrix (accessed  
23 November 8, 2023, available at <http://www.laffeymatrix.com/see.html>).

24 45. The Settlement allows Class Counsel to recover up to \$21,500 in costs. Counsel  
25 seeks \$20,303 in reasonable and necessary actual costs.

26 46. Ms. Yanez more than satisfied her obligation to be available when asked and  
27 work with counsel to protect the interests of the Class and place them above her own. Accepting  
28 the risk of judgment for Defendant's costs, the potential loss of employment opportunities, or

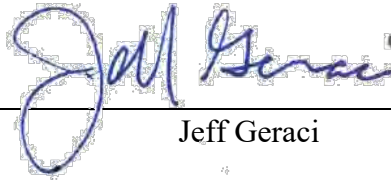
1 achieving compensation for the Class, are each sufficient to support a Service Award of \$5,000.

2 47. The Class received notice Plaintiff would request \$5,000 for her service as class  
3 representative. No Class Member objected.

4 48. The LWDA was provided with the Motion for Preliminary Approval and the  
5 Settlement Agreement. The LWDA raised no objection. Attached as Exhibit 4 is a true and  
6 correct copy of the LWDA Confirmation of Receipt, November 23, 2022.

7 49. On the same date this motion and its supporting documents and exhibits are filed  
8 with the Court, they will be served upon Defendant and provided to the LWDA via the  
9 LWDA's website, using the appropriate intake form. Attached as Exhibit 5 is a true and correct  
10 copy of the LWDA confirmation of Receipt.

11 I declare under the penalty of perjury under the laws of the State of California the  
12 foregoing is true and correct and this declaration is executed November 9, 2023, in San Diego,  
13 California.

14   
15 \_\_\_\_\_  
16 Jeff Geraci

# **EXHIBIT 1**

**SUMMARY OF TIME AND COSTS**  
***Yanez v. Gardner Family Health Network, Inc.***  
**U.S.D.C. Case No. 20CV364033**

**Total Attorneys' Hours:**     **245.1**  
**Total Lodestar Fees:**     **\$198,765.00**  
**Total Costs:**               **\$20,303.00**

| <b>FIRM/<br/>ATTORNEYS</b>          | <b>YEAR<br/>ADMITTED</b> | <b>HOURS</b> | <b>HOURLY<br/>RATE</b> | <b>TOTAL</b>        |
|-------------------------------------|--------------------------|--------------|------------------------|---------------------|
| <b>COHELAN KHOURY &amp; SINGER</b>  |                          |              |                        |                     |
| Isam C. Khoury, Founding Partner    | 1974                     | 5.5          | \$925                  | \$5,087.50          |
| Michael P. Singer, Managing Partner | 1984                     | 27.8         | \$925                  | \$25,715.00         |
| Jeff Geraci, Partner                | 1990                     | 146.5        | \$850                  | \$124,525.00        |
| Amber Worden, Certified Paralegal   | N/A                      | 3.3          | \$200                  | \$ 660.00           |
| Matthew Atlas, Paralegal            | N/A                      | 14.7         | \$175                  | \$2,572.50          |
| <b>TOTAL:</b>                       |                          | <b>197.8</b> |                        | <b>\$158,560.00</b> |

| <b>FIRM/<br/>ATTORNEYS</b>              | <b>YEAR<br/>ADMITTED</b> | <b>HOURS</b> | <b>HOURLY<br/>RATE</b> | <b>TOTAL</b>       |
|-----------------------------------------|--------------------------|--------------|------------------------|--------------------|
| <b>Law Offices of Sahag Majarian II</b> |                          |              |                        |                    |
| Sahag Majarian                          | 1990                     | 47.3         | \$850                  | \$40,205.00        |
| <b>TOTAL:</b>                           |                          | <b>47.3</b>  |                        | <b>\$40,205.00</b> |

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| <b>Total Aggregate Hours: 245.1</b> | <b>Total Lodestar: \$198,765.00</b> |
|-------------------------------------|-------------------------------------|

| <b>LITIGATION EXPENSES</b> |                    |
|----------------------------|--------------------|
| Cohelan Khoury & Singer    | \$20,303.00        |
| <b>TOTAL COSTS</b>         | <b>\$20,303.00</b> |

# **EXHIBIT 2**

**COHELAN KHOURY SINGER**

**Litigation Costs**

**Yanez v. Gardner Family Health Network, Inc.**

**Santa Clara Superior Court Case No. 20CV364033**

**11/3/23**

| <u><b>Date</b></u> | <u><b>Payee</b></u> | <u><b>Details</b></u>                | <u><b>Amount</b></u> |
|--------------------|---------------------|--------------------------------------|----------------------|
| 1/27/2020          | LWDA                | PAGA Fee Notice                      | \$ 75.00             |
| 2/24/2020          | Green Filing        | Summons/Complaint                    | \$ 437.05            |
| 2/24/2020          | Green Filing        | Summons/Complaint                    | \$ 17.75             |
| 4/27/2020          | Green Filing        | Amended Complaint                    | \$ 6.75              |
| 5/12/2020          | Green Filing        | Notice of Acknowledgement of Rec.    | \$ 6.75              |
| 11/9/2020          | Courtcall           | JG 11/17/20 CMC                      | \$ 94.00             |
| 11/10/2020         | Green Filing        | CMC                                  | \$ 6.75              |
| 11/25/2020         | Green Filing        | Jury Fees                            | \$ 161.25            |
| 4/7/2021           | Green Filing        | Stipulation & Order to Continue CMC  | \$ 38.22             |
| 4/16/2021          | Mark S. Rudy, APC   | Mediation Fee 10/19/21               | \$ 10,000.00         |
| 10/28/2021         | Green Filing        | CMC Statement                        | \$ 8.81              |
| 12/10/2021         | ADR Services        | Mediation Fee 3/18/22                | \$ 4,250.00          |
| 3/29/2022          | Berger Consulting   | Damage calcuations                   | \$ 4,250.00          |
| 3/29/2022          | Green Filing        | Joint Notice of Settlement; Stip.    | \$ 29.41             |
| 7/18/2022          | Green Filing        | Stipulation                          | \$ 30.44             |
| 7/25/2022          | Green Filing        | Notice of Remote Appearance          | \$ 9.84              |
| 9/27/2022          | Green Filing        | Stipulation                          | \$ 30.44             |
| 1/25/2023          | Green Filing        | Preliminary Approval Motion          | \$ 71.64             |
| 2/23/2023          | Green Filing        | Stipulation                          | \$ 35.43             |
| 2/24/2023          | Green Filing        | Amended - Preliminary Approval Mtn.  | \$ 14.83             |
| 4/7/2023           | Green Filing        | Notice of Order Deeming Case Complex | \$ 14.83             |
| 5/10/2023          | Green Filing        | Revised Ntc. Class Action Settlement | \$ 14.83             |
| 5/17/2023          | Green Filing        | Notice of Entry of Order             | \$ 14.83             |
| 5/19/2023          | Green Filing        | Notice of Errata                     | \$ 14.83             |
| <i>Est</i>         | <i>Green Filing</i> | <i>Final Approval Motion</i>         | <i>\$ 72.00</i>      |
|                    | In House            | Postage                              | \$ 23.15             |
|                    | In House            | Photocopies (2,297@.25)              | \$ 574.25            |
|                    | <b>Total:</b>       |                                      | <b>\$ 20,303.08</b>  |

# **EXHIBIT 3**

# LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

|                  |                   |                      | Years Out of Law School * |       |       |       |        |
|------------------|-------------------|----------------------|---------------------------|-------|-------|-------|--------|
| Year             | Adjustmt Factor** | Paralegal/ Law Clerk | 1-3                       | 4-7   | 8-10  | 11-19 | 20 +   |
| 6/01/23- 5/31/24 | 1.059295          | \$239                | \$437                     | \$538 | \$777 | \$878 | \$1057 |
| 6/01/22- 5/31/23 | 1.085091          | \$225                | \$413                     | \$508 | \$733 | \$829 | \$997  |
| 6/01/21- 5/31/22 | 1.006053          | \$208                | \$381                     | \$468 | \$676 | \$764 | \$919  |
| 6/01/20- 5/31/21 | 1.015894          | \$206                | \$378                     | \$465 | \$672 | \$759 | \$914  |
| 6/01/19- 5/31/20 | 1.0049            | \$203                | \$372                     | \$458 | \$661 | \$747 | \$899  |
| 6/01/18- 5/31/19 | 1.0350            | \$202                | \$371                     | \$455 | \$658 | \$742 | \$894  |
| 6/01/17- 5/31/18 | 1.0463            | \$196                | \$359                     | \$440 | \$636 | \$717 | \$864  |
| 6/01/16- 5/31/17 | 1.0369            | \$187                | \$343                     | \$421 | \$608 | \$685 | \$826  |
| 6/01/15- 5/31/16 | 1.0089            | \$180                | \$331                     | \$406 | \$586 | \$661 | \$796  |
| 6/01/14- 5/31/15 | 1.0235            | \$179                | \$328                     | \$402 | \$581 | \$655 | \$789  |
| 6/01/13- 5/31/14 | 1.0244            | \$175                | \$320                     | \$393 | \$567 | \$640 | \$771  |
| 6/01/12- 5/31/13 | 1.0258            | \$170                | \$312                     | \$383 | \$554 | \$625 | \$753  |
| 6/01/11- 5/31/12 | 1.0352            | \$166                | \$305                     | \$374 | \$540 | \$609 | \$734  |
| 6/01/10- 5/31/11 | 1.0337            | \$161                | \$294                     | \$361 | \$522 | \$589 | \$709  |
| 6/01/09- 5/31/10 | 1.0220            | \$155                | \$285                     | \$349 | \$505 | \$569 | \$686  |
| 6/01/08- 5/31/09 | 1.0399            | \$152                | \$279                     | \$342 | \$494 | \$557 | \$671  |
| 6/01/07-5/31/08  | 1.0516            | \$146                | \$268                     | \$329 | \$475 | \$536 | \$645  |
| 6/01/06-5/31/07  | 1.0256            | \$139                | \$255                     | \$313 | \$452 | \$509 | \$614  |
| 6/1/05-5/31/06   | 1.0427            | \$136                | \$249                     | \$305 | \$441 | \$497 | \$598  |
| 6/1/04-5/31/05   | 1.0455            | \$130                | \$239                     | \$293 | \$423 | \$476 | \$574  |
| 6/1/03-6/1/04    | 1.0507            | \$124                | \$228                     | \$280 | \$405 | \$456 | \$549  |
| 6/1/02-5/31/03   | 1.0727            | \$118                | \$217                     | \$267 | \$385 | \$434 | \$522  |
| 6/1/01-5/31/02   | 1.0407            | \$110                | \$203                     | \$249 | \$359 | \$404 | \$487  |
| 6/1/00-5/31/01   | 1.0529            | \$106                | \$195                     | \$239 | \$345 | \$388 | \$468  |
| 6/1/99-5/31/00   | 1.0491            | \$101                | \$185                     | \$227 | \$328 | \$369 | \$444  |
| 6/1/98-5/31/99   | 1.0439            | \$96                 | \$176                     | \$216 | \$312 | \$352 | \$424  |
| 6/1/97-5/31/98   | 1.0419            | \$92                 | \$169                     | \$207 | \$299 | \$337 | \$406  |
| 6/1/96-5/31/97   | 1.0396            | \$88                 | \$162                     | \$198 | \$287 | \$323 | \$389  |
| 6/1/95-5/31/96   | 1.032             | \$85                 | \$155                     | \$191 | \$276 | \$311 | \$375  |
| 6/1/94-5/31/95   | 1.0237            | \$82                 | \$151                     | \$185 | \$267 | \$301 | \$363  |

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

\*  $i_c \frac{1}{2}$  Years Out of Law School  $i_c \frac{1}{2}$  is calculated from June 1 of each year, when most law students graduate.  $i_c \frac{1}{2}$  1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1).  $i_c \frac{1}{2}$  4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier  $i_c \frac{1}{2}$  1-3" from June 1, 1996 until May 31, 1999, would move into tier  $i_c \frac{1}{2}$  4-7" on June 1, 1999, and tier  $i_c \frac{1}{2}$  8-10" on June 1, 2003.

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

# **EXHIBIT 4**

**From:** [DIR PAGA Unit](#)  
**To:** [Matthew Atlas](#)  
**Subject:** [External] Thank you for your Proposed Settlement Submission  
**Date:** Wednesday, November 23, 2022 12:27:13 PM

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11/23/2022 12:25:55 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](mailto: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\\_Cdp gnVfiiMM&r=CkmVEddukKLexsqU9o1LOYeca1vZAEC-MO6PZ1f0-Jc&m=hktx6fq-G6tZAijbCyG76Xjl aGckCvEYHWPIczjJ2U&s=lOW301kWEg41zq-uU-bXu792ltjm bcK74hE8qoyoNgQ&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=CkmVEddukKLexsqU9o1LOYeca1vZAEC-MO6PZ1f0-Jc&m=hktx6fq-G6tZAijbCyG76Xjl aGckCvEYHWPIczjJ2U&s=lOW301kWEg41zq-uU-bXu792ltjm bcK74hE8qoyoNgQ&e=)

Please review the error(s) below.

- 2. Update DIR\_Case\_\_c - 'TBD' is not a valid value for the type xsd:date



State of California  
Labor and Workforce Development Agency /  
Department of Industrial Relations

## Private Attorneys General Act (PAGA) – Filing

### Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : \*

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".  
[Search for PAGA Case number](#)

***The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.***

Your Information (Person Who is Filing)

Your First Name \*

Your Last Name \*

Your Email Address \*

Your Street Name, Number and Suite/Apt \*

Your Mobile Phone Number

Your City \*

Your Work Phone Number

Your State \*

Your Zip/Postal Code \*

➤ Court and Hearing Information

Court and hearing information

**Court \***

Santa Clara Superior

**Court Case Number \***

20CV364033

**Hearing Date (if any)**

**Hearing Time**

**Hearing Location**

**Number of aggrieved employees \***

540

**Gross settlement amount \***

1125000

**Gross penalty amount \***

30,000

**Penalties to LWDA \***

22,500

**Date of proposed settlement \***

11/23/2022

Proposed Settlement and Other Documents

**Proposed Settlement \***

1. Notice of Motion.pdf ☐ Upload a different file

**Other Attachment (if any)**

2. Points & Authorities.pdf ☐ Upload a different file

**Other Attachment (if any)**

[Remove](#)

3. Geraci Dec.pdf ☐ Upload a different file

**Other Attachment (if any)**

[Remove](#)

4. Majarian Dec.pdf ☐ Upload a different file

**Other Attachment (if any)**

[Remove](#)

5. Yanez Dec.pdf ☐ Upload a different file

**Other Attachment (if any)**

[Remove](#)

6. Green Dec.pdf ☐ Upload a different file

**Other Attachment (if any)**

[Remove](#)

7. Proposed Order.pdf ☐ Upload a different file

[Add Another Attachment](#)

---

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto:PAGAInfo@dir.ca.gov)

**IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.**

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Previous Page

Submit

# **EXHIBIT 5**