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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

VERNELL BATTLE, JR., on behalf of himself
and other similarly-situated employees,

Plaintiff,

vs.

SAFRAN CABIN, INC., a Delaware
Corporation; and DOES 1 through 25, inclusive,

Defendants.

CASE NO. 30-2020-01140831-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Peter J. Wilson
Department CX 101

CLASS ACTION

**DECLARATION OF ISAM C. KHOURY IN
SUPPORT OF MOTION FOR ORDER
GRANTING FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Hearing Set by Court

(01/10/2023 Order - ROA #211)

Date: June 1, 2023

Time: 2:00 p.m.

Dept: CX 101

Judge: Hon. Peter J. Wilson

Complaint filed: May 26, 2020

Trial date: Not set

1 I, Isam C. Khoury, declare as follows:

2 1. I am a Partner with the law firm of Cohelan Khoury & Singer, co-counsel of record for
3 Plaintiffs and the Settlement Class. I submit this Declaration in Support of Plaintiffs' Motion for Order
4 Granting Final Approval of Class and PAGA Action Settlement. The following facts are within my
5 personal knowledge and if called to testify I could and would competently testify to them.

6 2. I am a 1973 Hastings School of Law graduate and was admitted to the California State
7 Bar in 1974 and am admitted to practice in all state courts in California and in the all federal courts in
8 California, as well as the First Circuit Court of the State of Hawaii and the United States Court of
9 Appeals for Sixth Circuit.

10 3. In 1981, Timothy D. Cohelan and I formed Cohelan & Khoury, a Partnership of
11 Professional Law Corporations, in 1981 and within a few years began to focus on class actions. Cohelan
12 & Khoury became Cohelan Khoury & Singer in 2009. Our firm represents plaintiffs in class and
13 representative action litigation, including wage and hour, labor and employment, antitrust, consumer
14 protection, construction defect and other public interest class and representative actions.

15 4. I, along with Partner Diana M. Khoury have been selected by our peers based on ethics,
16 experience and reputation as Super Lawyers in Civil Litigation by the Southern California Super
17 Lawyers Magazine for the years 2012 through the present. Michael D. Singer, Managing Partner, was
18 named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor and Employment
19 Attorneys and selected to the Southern California Super Lawyers in 2010, 2012-2019. Mr. Singer was
20 admitted as a fellow to the College of Labor and Employment Attorneys in 2020. I am AV – Preeminent
21 rated by Martindale-Hubbell, as are many attorneys in our firm.

22 5. Cohelan Khoury & Singer has been certified by the State Bar of California to provide the
23 Mandatory Continuing Legal Education activity entitled "Litigating California Class Actions" and has
24 conducted MCLE certified seminars on this topic. Senior Partner, Timothy D. Cohelan, is the author of
25 Cohelan on California Class Actions (1997-2023, updated annually), part of Thomson Reuters Expert
26 Series updated annually. Michael D. Singer is a contributing author on the CEB publication California
27 Wage and Hour Law: Compliance and Litigation (2010-2023 updated annually), in which he wrote the
28 opening chapter overview on California Wage and Hour laws, including the public policy

1 underpinnings for those laws, and the Private Attorneys General Act (PAGA) Claim chapter. He is also
2 a contributing author to the CEB Practitioner (2020), including guidelines for oral argument and forms
3 for PAGA litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation
4 Section on wage and hour litigation and has contributed articles on wage and hour and class action
5 issues through the years to numerous California publications. Prior to COVID, he typically lectured
6 several times per year for continuing education courses on wage and hour and class action issues at
7 events in San Diego, Orange County, Los Angeles, and San Francisco. For over twelve years, Mr.
8 Singer has served as wage and hour amicus co-chair and liaison for the California Employment Lawyers
9 Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the
10 California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and
11 employment law since 2000, handling well over 300 wage and hour class and PAGA actions and several
12 individual labor cases. He has litigated several types of employment actions, including complex ERISA
13 employee welfare benefit plan cases, as well as wage and hour class actions before Federal and State
14 Courts in California. In 2014, Mr. Singer, along with Partner J. Jason Hill, tried a wage and hour class
15 action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v Penske*
16 *Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court ruling in *Dilts* finding state laws
17 preempted by the FAAAA for truck drivers.

18 6. Mr. Singer has participated in over 50 appellate cases and argued writs and appeals before
19 several California District Courts of Appeal, arguing for plaintiffs on rehearing in *Brinker International*
20 *Inc. v. Superior Court* before the Fourth District Court of Appeal, as well as federal appeals in the
21 Second, Third, and Ninth Circuit Courts of Appeals. In addition, Mr. Singer has drafted numerous
22 appellate briefs as the appellant, respondent, or amicus curiae in employment class and individual
23 actions. As co-Class Counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly reported at
24 (2008)165 Cal.App.4th 25], Mr. Singer argued before the Fourth District Court of Appeal in May 2008
25 on transfer from the California Supreme Court, and co-authored the successful Petition for Review. My
26 firm has successfully tried class cases, obtained appellate reversals of class certification denials (*Hicks*
27 *v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and certified multiple wage and hour classes.

28 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. During law school, I interned for the ACLU and Equal Rights Assistance assisting on impact litigation class action lawsuits. 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. 2007-300000003; *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*

1 *Company*, United States District Court, Southern District of California Case No. 10CV0634; and
2 *Weigle v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of
3 California Case No. 06CV1330, among others, as well as being appointed Class Counsel in connection
4 with well over 200 class action settlements.

5 9. Cohelan Khoury & Singer has actively commenced, prosecuted and concluded numerous
6 state and federal class and representative actions. Since 2016, Cohelan Khoury & Singer has played a
7 central role in the resolution of over 200 such cases, including the following, which have received court
8 approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County
9 Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los
10 Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v. Conair*
11 *Corporation*, United States District Court, Southern District of California, Case No. 13-CV-1901 BEN,
12 Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States District Court, Central District of
13 California, Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los
14 Angeles County Superior Court, Case No. BC472891, Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save*
15 *Mart Supermarkets*, San Mateo County Superior Court, Case No. CIV530955, Hon. Marie S. Weiner;
16 (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No.
17 BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County
18 Superior Court, Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans,*
19 *Inc.*, Orange County Superior Court, Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC,*
20 *San Bernardino County Superior Court*, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v.*
21 *The Art of Shaving*, Los Angeles County Superior Court, Case No. BC550093, Hon. Amy D. Hogue;
22 (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern
23 District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly*
24 *Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n)
25 *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District Court,
26 Southern District of California, Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v.*
27 *Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon. John Shepard
28 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. Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among others.

10. Plaintiff Vernell Battle, Jr. ("Plaintiff") seeks final approval of a non-reversionary wage and hour class and Private Attorneys General Act (PAGA) settlement of five million four hundred fifty-five thousand dollars (\$5,455,000). The proposed Settlement will benefit 2,140 individuals employed by Defendant Safran Cabin, Inc. ("Safran Cabin") in California at any time from May 26, 2016, through January 29, 2022 (the "Class Period").

11. On March 23, 2023, the Court-approved Notice Packet, in English, Spanish and Vietnamese, was mailed to 2,379 Class Members informing them of their rights and benefits under the

1 Settlement, including estimated Settlement Payment amount, and the right to request exclusion, dispute
2 workweeks, or objection to the Settlement. In April 2023, Safran Cabin advised that 239 individuals
3 had been incorrectly included as Class Members because they were at all times during the Class Period
4 based in Washington State and not California. On April 26, 2023, the Court entered an Order approving
5 the mailing of a Notice of Erroneous Receipt of Class Action Settlement Notice to those 239
6 individuals.

7 12. Support for the Settlement is strong. As of this Motion's filing, there are no objections
8 and only one opt-out. (Class Members were allowed to opt-out/object until May 22, 2023. An updated
9 Administrator declaration will be submitted before the Final Approval hearing.)

10 13. Plaintiff worked primarily as an installation technician in the building and fitting of
11 aircraft interiors. He worked in Orange County at the Cypress facility in the State of California.
12 Attached as Exhibit 1 is a true and correct of the Declaration of Vernell Battle, Jr. filed August 11,
13 2022 (ROA #138).

14 14. The Class Members are, all individuals employed by Safran Cabin, Inc., in the State of
15 California as an hourly non-exempt employee at any time during the Class Period of May 26, 2016,
16 through January 29, 2022. The PAGA Members are, all individuals employed by Safran Cabin, Inc. in
17 the State of California as hourly non-exempt employees at any time during the PAGA Period of April
18 28, 2019, through January 29, 2022 ("PAGA Period").

19 15. Plaintiff generally performed installation work for aircraft interiors; however, there are
20 multiple job titles and positions within the Class, including administrative and accounting positions,
21 sales positions, and assemblers and machinists. Class Members were hourly paid, non-exempt
22 employees and typically worked a schedule of five (5) days per week, eight (8) hours per day, for a
23 total of approximately forty (40) hours per week.

24 16. Plaintiff's counsel formally requested his personnel file and obtained job applications,
25 work schedules, and time and pay records. Safran Cabin produced the requested documents. On April
26 28, 2020, Plaintiff filed the PAGA Notice with the Labor and Workforce Development Agency
27 ("LWDA") advising of his intent to pursue claims on behalf of the PAGA Members.

28 17. On May 26, 2020, Plaintiff filed his initial Class Action Complaint, asserting claims for:

(1) failure to pay minimum and/or regular wages for all hours worked (Cal. Labor Code §§ 1194, 1194.2, 1197.2); (2) failure to pay overtime wages (Cal. Labor Code §§ 510, 1194); (3) failure to provide compliant meal periods (Cal. Labor Code §§ 226.7, 512, and IWC Wage Orders); (4) failure to provide accurate itemized wage statements (Cal. Labor Code § 226); (5) failure to timely pay all wages owed at termination or separation from employment (Cal. Labor Code § 203); and (6) unfair competition and restitution for unpaid wages (Cal. Business & Professions Code §§17200 et seq.).

18. On July 8, 2020, Plaintiff filed his First Amended Class Action Complaint and Representative Action, adding claims for PAGA civil penalties for all underlying Labor Code claims alleged in his initial complaint (specifically, Counts 7-10 of the First Amended Class Action Complaint and Representative Action).

19. On October 22, 2021 Plaintiff filed an Amended PAGA Notice with the LWDA. On January 18, 2022, Plaintiff filed his Second Amended Class Complaint and Representative Action, the operative complaint in this Action, adding the additional PAGA claims set forth in the Amended PAGA Notice for alleged violation of Labor Code 2802, rest period violations, and failure to maintain accurate records (Labor Code section 1174), and adding a class claim for rest period violation.

20. Plaintiff served Safran Cabin with formal discovery including special interrogatories, requests for admissions, and requests for production of documents. The Parties engaged in extensive meet and confer efforts and decided to attempt to resolve Plaintiff's claims through mediation.

21. The Parties agreed to mediate Plaintiff's claims and participated in mediation on September 7, 2021, with Mark S. Rudy, Esq. In preparation for mediation, Plaintiff requested and Safran Cabin informally produced documents and data for the Class Period, including: (1) employee handbooks and policies; (2) the number of current and former employees; (3) aggregate number of Workweeks; (4) aggregate number of pay periods; (5) timekeeping records for ten percent of the Class; (6) amount of meal and rest period premium wages paid; (7) itemized wage statements; and (8) exemplar arbitration agreements/class action waivers signed by Class Members.

22. Plaintiff contended that for the majority of the class period he and non-exempt employees were underpaid due to Safran Cabin's non-neutral time rounding practice. Employees were allowed to clock in up to seven minutes before the start of their scheduled shift. This pre-shift time was not

1 considered and wages were paid only from the scheduled start time. There was no offsetting “window”
2 after the start of the scheduled shift. Plaintiff alleged that over time, the use of this non-neutral rounding
3 system resulted in underpaid minimum, regular, and overtime wages for hundreds of hours for all
4 impacted employees using the same clock system.

5 23. Plaintiff also contended Safran Cabin’s policies resulted in non-compliant first and second
6 meal periods and rest periods as required under Labor Code sections 226.7 and 512, and Industrial
7 Welfare Commission Wage Order 1-2001, sections 11 and 12 and that Safran Cabin, for a portion of
8 the class period, employed an auto-deduct system which did not accurately record the meal period
9 entries of its employees, resulting in potential liability for PAGA penalties. Review of the sampled time
10 punch records documented 79% of shifts were subject to the auto deduct procedure which was utilized
11 from May 26, 2016 through October 24, 2018 involving 477,253 shifts. Alleged violations relating to
12 late or short meal breaks and missing breaks in the remaining shifts in this time period produced an 8%
13 meal period “violation” rate. The shifts, after the auto deduct practice ceased on October 24, 2022
14 through the end of the class period (397,363), were analyzed and produced an alleged aggregate 16%
15 violation rate for short, late or missed meal periods.

16 24. With respect to Plaintiff’s claims relating to missed second meal periods in shifts of more
17 than 10 hours, Safran Cabin produced compliant second meal period policies and waivers which it
18 asserted relieved it from any liability for this claim.

19 25. Plaintiff also contended Safran Cabin had a class wide policy which failed to authorize or
20 permit non-exempt employees to receive rest periods of at least ten minutes per four (4) hours, or major
21 fraction, worked, and failed to pay rest period premium wages equal to one (1) hour of pay at the regular
22 rate of compensation for each workday a compliant rest period was not authorized or permitted.

23 26. Safran Cabin argued it followed California law at all times by authorizing and permitting
24 rest breaks, not discouraging employees from taking them, and that to the extent any employees missed
25 a break, it was voluntarily. It also argued that certification would be very problematic given its
26 compliant policies and the fact that rest periods were not required to be recorded and that it would be
27 entitled to individual inquiries which would defeat class certification.

28 27. Plaintiff also contended, based on the underlying claims, Safran Cabin’s wage statements

1 did not display all required information, including actual hours worked, and rates earned for all hours
2 worked. Labor Code §226. Plaintiff also alleged derivative penalties pursuant to Labor Code section
3 203 for separated employees who were not paid all wages owed at termination. Finally, Plaintiff sought
4 PAGA civil penalties related to the Labor Code violations alleged and civil penalties for failure to
5 Reimburse Business Expenses (Labor Code Sections 2800, 2802).

6 28. With significant investigation, research, and consultant's analysis of the voluminous data,
7 and a Class-wide damage model, the Parties attended mediation with Mark S. Rudy, Esq. on September
8 7, 2021, and engaged in serious and informed arm's-length negotiations. By the end of the day, the
9 Parties reached an agreement in principal on a proposed settlement. Thereafter the parties continued
10 negotiations with the assistance of the mediator and finally signed a Memorandum of Understanding
11 on January 18, 2022. The Parties subsequently negotiated additional settlement terms and entered into
12 a formal Agreement. Pursuant to this Court's October 12, 2022 ruling on the Motion for Preliminary
13 Approval, the Parties thereafter entered into an addendum to that Agreement.

14 29. Safran Cabin will pay the Gross Settlement Amount (GSA) of \$5,455,000.00, which
15 includes: (a) attorneys' fees of \$1,472,850.00 to compensate Class Counsel for all work performed and
16 remaining to be performed securing final Court approval; (b) litigation costs of \$15,956.37; (c) Class
17 Representative Service Award payment of \$7,500.00; (d) \$250,000.00 in PAGA Payment (\$187,500.00
18 to the LWDA (75%), and \$62,500.00 to PAGA Members (25%); and (e) Settlement Administration
19 Costs estimated to be \$19,075.00. Safran Cabin will pay the employer's share of payroll taxes in
20 addition to the GSA.

21 30. The Settlement allows Class Counsel to request up to \$1,818,333.33, (one-third of GSA),
22 in attorneys' fees. Class Counsel, after a review of attorney time records in this matter, has unilaterally
23 chosen to reduce the request to \$1,472,850.00, 27% of the NSA, with the \$345,483.33 made available
24 to the Class.

25 31. Attorneys' fees are apportioned 66 2/3% to Cohelan Khoury & Singer and 33 1/3% to
26 Davtyan Law Firm, Inc., with Plaintiff's consent.

27 32. After Court-approved deductions, the estimated \$3,689,618.63 Net Settlement Amount
28 (NSA) will be distributed pro-rata to Class Members based on the number of Workweeks worked

during the Class Period.

33. The Participating Class Members will receive an average estimated payment of \$1,724, and highest payment of \$3,557, upon Approval. Plaintiff's estimated individual settlement amount is \$2,347. (rounded to nearest dollar.)

34. The PAGA Members will receive a share of the \$62,500 PAGA Payment based on weeks worked during the PAGA Period, even if they request exclusion, as no right exists to opt out of a PAGA Settlement.

35. No portion of the GSA will revert to Safran Cabin under any circumstances. After 180 days of issuance, the uncashed checks shall be voided and the principal for those uncashed checks shall be transmitted to the State of California Controller, Unclaimed Property Division for further handling on behalf of the Class Member whose check was voided.

36. Settlement payments are characterized as 40% as penalties and 40% as interest (Form 1099), 20% wages (W-2), with PAGA Payments as penalties (Form 1099).

37. On January 10, 2023, the Court preliminarily approved the proposed Settlement (ROA #211).

38. On March 23, 2023, after searching the National Change of Address database, and updating Class Member addresses, and due to delays caused by data resolution issues, the Settlement Administrator mailed a Notice of Class Action Settlement ("Settlement Notice") to all Class Members. The Settlement Notice 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 Member will receive based on eligible weeks 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.

39. As set forth above, on April 26, 2023, the Court approved the mailing of a Notice of Erroneous Receipt of Class Action Settlement Notice to 239 individuals who received the Settlement Notice but were not, in fact, Class Members.

40. The Class response to the Settlement was extremely favorable. To date, no objections and only one request for exclusion was received.

1 41. Nothing has changed since Preliminary Approval to negate the presumption of fairness
2 and Class Counsel remains convinced the Settlement is in the Class' best interest.

3 42. Class Counsel requests attorneys' fees of \$1,472,850.00, twenty-seven percent (27%) of
4 the GSA, and actual litigation costs of \$15,956.37. To bring this matter to final approval, Class Counsel
5 will have expended 423.3 hours, a lodestar of \$305,610. Attached as Exhibit 2 is a true and correct
6 copy of the Consolidated Summary of Class Counsel's Time & Costs; Exhibit 3(A-D) is a true and
7 correct copy of Cohelan Khoury & Singer's Time Records for each attorney that worked on this case;
8 Exhibit 4 is a true and correct copy of Cohelan Khoury & Singer's Itemized Costs.

9 43. Counsel's request for 27% of the common fund is in the mid-range of awards which
10 commonly range from 20% to 50%, and fair compensation for undertaking complex, risky, time-
11 consuming litigation on a contingent basis, and for the results achieved. California state and federal
12 courts routinely approve requests equal to or greater than sought here.

13 **California cases:** *Parker v. City of L.A.*, 44 Cal. App. 3d 556, 567-68 (1974) (33.3%); *Tokar v.*
14 *GEICO*, No. GIC 810166 (San Diego County Super. Ct. July 9, 2004) (approving award of attorney's
15 fees of 33-1/3% of recovery in a wage and hour class action); *Marroquin v. Bed Bath & Beyond*, No.
16 RG04145918 (Alameda County Super. Ct. June 22, 2004) (in a wage and hour class action, 33.3%);
17 *Crandall v. U-Haul Int'l, Inc.*, No. BC178775 (Los Angeles County Super. Ct. Aug. 17, 2001) (in a
18 wage and hour class action, 40%); *Davis v. The Money Store, Inc.*, No. 99AS01716 (Sacramento
19 County Super. Ct. Dec. 26, 2000) (in a wage and hour class action, awarding 33.3% of \$6,000,000
20 settlement); *Kenemixay v. Nordstrom, Inc.*, (L.A. County Super. Ct., No. BC318850) (50% award);
21 *Albrecht v. Rite Aid Corp.*, No. 729219 (San Diego County Super. Ct.) (35% award) *Estrada, Alvarez*
22 *vs. Burrtec Waste Group, Inc., et al.*, San Diego Super. Ct., Case No. 37-2011-00096268-CU-OE-CTL
23 (Hon. Joel M. Pressman – approving attorneys' fees of 33-1/3% of \$2,789,000 in a pre-certification
24 meal violation class action); *White v. Edco Disposal Corp., et al.*, San Diego Super. Ct., Case No. 37-
25 2011-00088803-CU-OE-CTL (Hon. Judith Hayes – approving attorneys' fees of 33-1/3% of
26 \$3,500,000 in a pre-certification meal violation class action).

27 **Federal cases:** *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at
28 *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 that an award of 33.33% of common fund for wage and hour class action settlement “falls within the typical range of 20% to 50% awarded in similar cases”).

44. Although Class Counsel has decided to reduce the requested fee to 27% of the common fund, Cohelan Khoury & Singer has routinely been awarded attorneys’ fees of one-third of a common fund in wage and hour class and PAGA actions, including: *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, one-third of \$12,500,000 settlement in a certified wage and hour class action]; *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, one-third of \$7,250,000 settlement in a pre-certification 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, one-third of \$6,000,000 settlement in a pre-certification wage and hour class action]; *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case No CIV530955 [Hon. Marie S. Weiner – approving attorneys’ fees of \$1,666,666.67, one-third of \$5,000,000 in a certified wage and hour class action]; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court, Case No. BC522676 [Hon. Elihu M. Berle – attorneys’ fees of \$1,300,000, one-third of \$3,900,000 in certified wage and hour class action];

1 *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior Court, Case No. 37-2020-
2 00038101 [Hon. Gregory W. Pollack – approving attorneys’ fees of \$1,000,000, one-third of
3 \$3,000,000 settlement in pre-certification wage and hour class and representative action]; and, *De*
4 *Benning v. Costco Wholesale Corporation*, Sacramento County Superior Court, Case No. 34-2021-
5 00309030 [Hon. Jill H. Talley – approving attorneys’ fees of \$3,000,000, one-third of \$9,000,000
6 settlement in pre-certification wage and hour class and representative action].

7 45. In very large settlements, courts have awarded Cohelan Khoury & Singer fees of 30%.
8 *Gallen v. Gambro Healthcare, Inc.*, Orange County Superior Court, Case No. 04CC00571 [Hon. Nancy
9 Wieben Stock – approving attorneys’ fees of \$5,250,000, 30% of \$17,500,000 settlement in Class
10 action]; and *Fairley v. Kaiser Foundation Hospitals*, Alameda County Superior Court, Case No.
11 RG19021099 [Hon. Evelio Grillo – approving attorneys’ fees of \$6,555,000, 30% of \$21,850,000
12 settlement in Class and Representative action].

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

16 47. Unlike Defense counsel, who are regularly paid a fair-market hourly rate, Class Counsel
17 received no compensation, and no reimbursement of expenses, since the case began. The contingent
18 representation, and risks of the litigation, fully warrant approval of the fee request.

19 48. If the fee award were calculated using the lodestar, rather than the common fund method,
20 a multiplier of 4.8 would be applied (\$1,472,850/\$305,610 – 4.8).

21 49. Within the past several years, Cohelan Khoury & Singer has been awarded multipliers
22 equal to and higher: *McGrath v. Wyndham Resort Dev. Corp.*, S.D.Cal. Jan. 30, 2018, No. 15cv1631
23 JM (KSC), 2018 U.S.Dist.LEXIS 16095*24 [Hon. Jeffrey T. Miller – approving attorneys’ fees of
24 \$2,416,666.67 and **4.8 multiplier**, one-third of \$7,250,000 settlement in a pre-certification wage and
25 hour class action]; *Rodriguez v. Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior
26 Court, Case No. BC541313 [Hon. Kenneth Freeman – approving attorneys’ fees of \$2,000,000 and
27 **5.05 multiplier**, one-third of \$6,000,000 settlement in a pre-certification wage and hour class action];
28 and, *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].

50. Class Counsel’s skill and experience support their hourly rates and are in line with rates typically approved in California wage and hour class actions.

51. Cohelan Khoury & Singer’s practice is limited to litigating class and representative actions on behalf of employees and consumers, and has been appointed Class Counsel or co-Class Counsel in over 300 such cases.

52. Class Counsel’s skill and experience support their hourly rates: Cohelan Khoury & Singer: Founding Partners Isam C. Khoury - \$925; Managing Partner, Michael D. Singer - \$900; Former Partner, J. Jason Hill - \$700; Associate, Marta Manus - \$700; Davtyan Law Firm, Inc.: Founder and Managing Attorney, Emil Davtyan - \$695. These rates are in line with those typically approved in California wage-and hour class action litigation. Indeed, the Laffey Matrix would actually provide for a rate increase. Attached as Exhibit 5 is a true and correct copy of the Laffey Matrix (accessed May 5, 2023, available at [matrix \(laffeymatrix.com\)](https://laffeymatrix.com)).

53. The Settlement allows Class Counsel to request up to \$20,000.00 in costs. Counsel seeks reimbursement of actual costs of \$15, 956.37.

54. The settlement of PAGA penalties for \$250,000, of which \$187,500 (75%) will be paid to the LWDA and \$62,500.00 (25%) to PAGA Members, 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.

55. Class Counsel provided the LWDA with the Motion for Preliminary Approval, the Settlement Agreement, and Supplemental Briefing, including the addendum to the Settlement Agreement. The LWDA raised no objection. Attached as Exhibit 6 is a true and correct copy of the LWDA Confirmation of Receipt dated August 11, 2022, December 22, 2022 and January 6, 2023.

56. Mr. Battle more than satisfied his obligation to be available when asked and work with counsel to protect the interests of the Class and place them above his own. Accepting the risk of judgment for Defendant’s costs, the potential loss of employment opportunities, or achieving compensation for the Class, are each sufficient to support a Service Award of \$7,500.00.

1 57. The Class received notice Plaintiff would request \$7,500. No Class Member objected.

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

6 I declare under the penalty of perjury under the laws of the State of California the foregoing is
7 true and correct and this declaration is executed May 5, 2023, in San Diego, California.

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Isam C. Khoury

EXHIBIT 1

COHELAN KHOURY & SINGER

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Attorneys for Plaintiff VERNELL BATTLE, JR., on behalf of himself and others

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

VERNELL BATTLE, JR., on behalf of himself
and other similarly-situated employees,

Plaintiff,

vs.

SAFRAN CABIN, INC., a Delaware
Corporation; and DOES 1 through 25, inclusive,

Defendants.

CASE NO. 30-2020-01140831-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Peter J. Wilson
Department CX 102

CLASS ACTION

**DECLARATION OF VERNELL BATTLE,
JR. IN SUPPORT OF MOTION FOR
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information

Date: September 22, 2022
Time: 2:00 p.m.
Dept: CX 102
Judge: Hon. Peter J. Wilson

Complaint filed: May 26, 2020
Trial date: Not set

1 I, Vernell Battle, Jr., declare as follows:

2 1. I am over the age of eighteen years of age. If called as a witness, I could testify to the facts
3 in this declaration based on my personal knowledge. I submit this declaration in support of the Motion
4 for Preliminary Approval of Class and PAGA Action Settlement, my adequacy to serve as a
5 representative of the Class, and my requested Class Representative Service Award.

6 2. I am not related to any attorney working on the case, I am not aware of any interests I
7 have that are averse to the interests of any class member, and I do not have any conflicts that would
8 keep me from adequately representing the class. I have been and remain committed to prosecuting this
9 case vigorously on behalf of the class. I agreed to become a representative and named plaintiff in this
10 case to represent other employees who experienced similar violations as me.

11 3. From March 2016 to February 2020, I worked for Defendant Safran Cabin in Orange
12 County at its Cypress facility. I was an hourly non-exempt technician, working primarily as an
13 installation technician in the building and fitting of aircraft interiors.

14 4. After my employment ended, I retained the law firms of Cohelan Khoury & Singer and
15 Davtyan Law Firm, Inc. to pursue this case as a proposed wage and hour Class and PAGA
16 Representative action. I contended some of Safran's policies and procedures were unlawful, including
17 not paying me all regular and overtime wages owed and not providing me with all meal and rest breaks,
18 which directly led to Safran's failure to provide me with accurate wage statements and all wages owed
19 to me upon my separation from the company.

20 5. While deciding whether to pursue a case against Safran, and since my claims were filed
21 with the Labor and Workplace Development Agency (LWDA) and in this lawsuit over two years ago,
22 I have had many calls with my attorneys, and exchanged many emails with them, and provided all the
23 documents and records they requested about my employment, including earnings statements, text
24 messages, and various other materials. I also signed documents so my attorneys could request additional
25 employment and payroll records from Safran.

26 6. I agreed to file this lawsuit to help others who were not aware of their rights, or were
27 afraid to complain for fear of losing their jobs. I understood the lawsuit could continue for well over a
28 year or two, which it has, and require my attention the entire time.

1 7. I understood by filing a class action against an employer I risked losing future jobs because
2 an internet search would show I sued a past employer.

3 8. Despite the risks, I am proud to have my name on the case and to have caused Safran to
4 pay my fellow employees a substantial amount because I filed it.

5 9. As part of my duties and responsibilities as a Class Representative, I was informed Safran
6 had the right to take my deposition. I was told my deposition preparation and deposition itself would
7 take multiple days, and that my attorneys would prepare me so that I would be comfortable when giving
8 my testimony. Although my deposition was ultimately not taken, I feel I would have been adequately
9 prepared and able to testify effectively about my experience at Safran.

10 10. To prepare for mediation, in September 2021, I discussed the case in detail with my
11 attorneys, including its potential strengths and weaknesses. I believe my thorough knowledge of
12 Safran's practices helped them to evaluate the claims, assess the potential damages, and develop
13 persuasive presentations for each mediation.

14 11. I made myself available the day of mediation. I believe my efforts helped obtain the results
15 in this case. I reviewed the Memorandum of Understanding following mediation, discussed it with my
16 attorneys, and signed it.

17 12. I have reviewed the proposed settlement agreement in this case, and after discussions with
18 my attorneys, signed it. Based on my involvement and the issues and risks involved in this case, I
19 believe the proposed settlement obtained on behalf of the Class is a good result.

20 13. I understand I am eligible for an additional payment for acting as a class representative,
21 and that this payment is subject to Court approval. Considering the risks I took, the money class
22 members will receive as part of the settlement, and the years I waited to receive anything, I believe the
23 requested award of \$7,500 is reasonable.

24 14. It is hard to determine exactly how much time I spent on this case over the past 27 months,
25 but I would estimate it's somewhere between 35 to 40 total hours, which is just over 1 hour each month.
26 Some weeks required much more time than others, particularly during the time before filing the lawsuit,
27 and the time leading up to mediation, and even more time thinking about the issues in the case and the
28 possible outcome. I know that all the time I spent on the case was time I could not spend with my family

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

Vernell Battle, Jr.
Vernell Battle, Jr.

EXHIBIT 2

SUMMARY OF TIME AND COSTS
Battle, Jr. v. Safran Cabin, Inc.
O.C.S.C. Case No. 30-2020-01140831-CU-OE-CXC

Total Attorneys' Hours: 423.3
Total Lodestar Fees: \$305,610.00
Total Costs: \$ 15,956.37

As of May 5, 2023

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	98.3	\$925	\$ 90,927.50
Michael D. Singer, Managing Partner	1984	59.8	\$900	\$ 53,820.00
Marta Manus, Associate	2008	9.6	\$700	\$ 6,720.00
J. Jason Hill, Former Partner	1995	114.9	\$700	\$ 80,430.00
Amber Worden, Certified Paralegal	N/A	13.6	\$200	\$ 2,720.00
Matthew Atlas, Paralegal	N/A	29.6	\$175	\$ 5,180.00
<i>Anticipated time to take case through final settlement process, file supplemental briefs, attend final hearings, obtain supplemental administrator declarations, work with defense counsel and admin re: funding, distribution, tax forms, transmittal instruments-process, answer employee questions, etc.</i>		10.0	\$500 (Blended)	\$ 5,000.00
TOTAL:		335.8		\$ 244,797.50

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
DAVTYAN LAW FIRM, INC.				
Emil Davtyan	2014	87.5	\$695	\$60,812.50
TOTAL:		87.5		\$60,812.50

Total Aggregate Hours: 423.3	Total Lodestar: \$305,610.00
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$ 15,483.87
Davtyan Law Firm, Inc.	\$472.50
TOTAL COSTS	\$15,956.37

EXHIBIT 3

EXHIBIT 3-A
ATTORNEY TIME
ISAM C. KHOURY

Battle, Jr. v. Safran Cabin, Inc.
O.C.S.C. Case No. 30-2020-01140831-CU-OE-CXC
Attorney Time – Isam C. Khoury

Date	Activity	Time
5/6/20	Review final complaint pre-filing	0.4
5/14/20	Confer w/JJH re potential financial issues	0.4
6/28/20	Confer w JJH re class representative	0.5
7/2/20	Status update on filing and work on discovery plan and PMQ notice	1.5
8/3/20	conference with JH re: status of discovery	0.4
8/24/20	Update on competing case analysis and arrange conf call	0.4
10/5/20	Status update on mediation parameters and data	0.4
9/2/21	Status update on mediation data review and mediation prep	1.5
9/3/21	Review damage analysis discuss, mediation prep; Review Brief	2.4
9/5/21	Mediation review and prep, follow up research “bell system and Donahue interaction, research corporate financial resources	3.5
9/6/21	Mediation and follow up memo, email to forensic accountant	8.0
9/7/21	Memo to file, financial data, prepare discovery outline and PMQ	3.2
9/9/21	Review accountant request, discuss financial documentation request	0.5
9/21/21	Follow up w/ client inquiry	0.3
9/24/21	Discuss proposal and acceptance	0.3
9/29/21	Discuss client enhancement issue and resolution/processing	0.4
10/5/21	Call w/ class rep pre- call discussion	0.6
10/5/21	Work on settlement issues and WT claim, conf call w/ client.	1.1
10/6/21	Review Awazian complaint, call w/ client, message to M Rudy	1.0
10/6/21	Draft 1542 demand. Confer with client	1.3
10/11/21	Email to defense, conference call w/ client	0.5
10/13/21	Discuss motion to appt lead counsel	0.4
10/15/21	Discuss amended complaint and new PAGA letter and lead counsel petition	1.1
10/19/21	Work on 1642 issue and draft opposition statement to defendant	1.2
10/20/21	Continue drafting 1542 demand	0.6
10/25/21	Stip to continue, email to defense re: 1542 issue, Anderson availability	0.4
10/27/21	Call w/ defense re 1542	0.5
10/28/21	Call w/ defense re: MOU finalize, conf call w/ Client, memo to MDS and TDC	0.8
11/1/21	Discuss pending status w/ client/message	0.1
11/2/21	Call w/ client, call w defense re WT, emails to ED	0.8
11/2/21	Discuss offer w/ Client. New demand	0.5
11/8/21	Message to defense	0.1
11/9/21	Conf call w/client and communication with def atty re finalizing MOU terms	0.4
11/23/21	Confer with JJH client issues	0.4

Battle, Jr. v. Safran Cabin, Inc.
O.C.S.C. Case No. 30-2020-01140831-CU-OE-CXC
Attorney Time – Isam C. Khoury

11/24/21	Discuss MOU edits and individual settlement	0.5
11/29/21	Discuss processing in OC and individual settlement., email reply to defense, discuss w/MDS; review edits form JH	0.8
11/30/21	Memo from JG re: individual settlement	0.2
11/30/21	Review individual settlement agreement and discuss timing, discuss w/client	1.0
12/2/21	Email to defense re tolling agreement.	0.2
12/6/21	Draft tolling agreement 1.7, review pls declarations w/ RK .5	2.2
12/7/21	Confer with client re status and settlement processing	0.3
12/9/21	Discuss client concern and timing of payments, confer w/ MDS	0.5
12/9/21	Email to client. Message for Defense atty set up call	0.5
12/10/21	Call w/ defense re: tolling agreement and settlement processing	0.5
12/12/21	confer with JJH	0.7
12/13/21	Respond to edits of proposed MOU and TAC w/ MDS	0.5
12/14/21	Discuss response to MOUN edits	0.3
12/15/21	Client issues re: settlement timing and individual settlement, call w/ Client	1.4
12/19/21	Discuss CMC and stip while finalizing settlement	0.5
1/3/22	Follow up on CMC continuance and settlement agreement	0.5
1/12/22	Confirm details with JJH re: individual settlement portion	0.7
1/18/22	Call w/ client re progress	0.3
1/19/22	Email from defense re inclusion of 1174 and complaint amendment.	0.3
2/8/22	Discuss drafting issues w/ P&As and settlement agreement	0.4
2/11/22	Call w/ client update	0.3
2/15/22	Update to co-counsel re: settlement processing, edit settlement agreement, Email re: admin selection	1.0
2/16/22	Arrange admin estimates and follow-up on settlement agreement w./ MM, forward drafts to OPC	0.5
2/17/22	Email to defense re admin selection. Review bids	0.3
2/23/22	Edit Prelim approval motion	1.2
3/3/22	Review Def answer to SAC	0.2
3/7/22	Follow up w/ defense re stip and data updates	0.3
3/23/22	Email to defense re: data and review of settlement Stip and email to MM	1.2
3/31/22	Conf call w/ defense re workweeks and finalization of stip edits, pre-call prep	0.8
4/4/22	W/client re update and move	0.3
4/6/22	Follow up on settlement stip w/ defense	0.2
4/7/22	Review edited settlement stip from defense.	0.3
5/9/22	Review edit CM statement, email to defense re data	0.3

Battle, Jr. v. Safran Cabin, Inc.
O.C.S.C. Case No. 30-2020-01140831-CU-OE-CXC
Attorney Time – Isam C. Khoury

5/23/22	edit prelim motion, do calculations	1.5
5/24/22	edit Prelim motion and draft Kullar discussion	1.1
5/25/22	Continue drafting Preliminary approval motion/Kullar	2.4
6/2/22	Confer with JJHre: client discussions	.2
6/7/22	Discuss revise prelim docs and Kullar. Set up call w/ consultant	0.8
6/8/22	Edit prelim docs	0.5
6/13/22	Continue drafting preliminary approval P&As Kullar	1
6/14/22	Email to consultant, continue drafting	1.5
6/15/22	Continue drafting and utilize revised calculations from consultant.	0.5
6/16/22	Continued drafting	1.5
6/20/22	Conf call w/ consultant re damages brief edit, and Kullar, confer w/ MDS re: PreApp processing	2.4
6/22/22	Continue Kullar and discussions w/ consultant	5.1
6/23/22	Continue drafting edits to Motion	3.2
6/24/22	Review post MDS edits	0.4
6/27/22	Finalize brief. Forward to defense 0.5	0.5
7/19/22	Review defense suggestions to moving documents, discuss w/ MM Notice.	1.2
8/3/22	Review draft client declaration, discuss w/ MA	0.3
8/11/22	Final review before filing of prelim docs	0.3
9/16/22	Note defense email re: necessary revisions and discuss w/ MA	0.4
9/20/22	Review defense email re: errors discuss w/ MA and MM re refile with noted modifications and draft errata supplement	1.0
9/22/22	email update to client and follow up on errata filing	0.6
10/7/22	complete errata recalculations and proposed order	1.5
10/12/22	Review tentative ruling and continuance. Memo re court concerns	0.6
10/21/22	Confer w/ MM on Preliminary approval issues	0.3
11/1/22	Update to client re approval and discuss revise motion	0.4
11/2/22	Work on revise P%As discuss w/ MM re Admin requirements outline issues	1.1
11/3/22	Follow up on Notice corrections and translations	0.3
11/4/22	Work on court's concerns and respond to MM memo re suggestions	0.5
11/7/22	Discuss tentative changes with MM and MA	0.5
11/8/22	Discuss Awazian case and cooperation w/ MM	0.2
11/28/22	Prepare for call w/ defense and review and discuss amendments	0.5
11/28/22	Review redline edits for MM re: settlement agreement and supplemental brief	1.3
11/29/22	Confer w/ MM and call w/ Defense re: MOU	0.5
12/1/22	Review redline from defense and discuss w/ MM	0.5
12/13/22	Follow up with defense on revised docs and email from MM to defense	0.3

Battle, Jr. v. Safran Cabin, Inc.
O.C.S.C. Case No. 30-2020-01140831-CU-OE-CXC
Attorney Time – Isam C. Khoury

12/15/22	Review revised admin bid	0.2
12/19/22	Status update on amended filing and admin selection	0.4
1/4/23	Discuss hearing issues and review edited materials assign appearance	1.2
1/5/23	Review and acknowledge submission w/ defendants. Communicate to client	0.5
3/20/23	Update on final approval setting and review of pleadings time line for fee motion, review proposed timeline form Simpluris	0.8
3/20/23	Discuss timing of FA and respond to defense email discuss w/ MM	0.4
3/22/23	Review revised admin bid re enlarged class size, status update on settlement processing	0.4
3/27/23	Discuss extra \$1000 admin cost w/ MA and MM and propose solution	0.4
4/19/23	Review admin weekly report	0.1
4/24/23	note Washington state error in mailing, discuss w/ MM and reevaluate admin bid.	0.5
4/25/23	Follow up on cost of new mailing re: correction	0.2
4/26/23	Correspondence from defense re: Notice of erroneous mailing, review approve	0.3
5/3/23	Review/Revise Admin Declaration	.8
5/4/23	Review Def Revisions to FF Motion, Finalize FF Motion	2.1
	Total	98.3

EXHIBIT 3-B
ATTORNEY TIME
MICHAEL D. SINGER

Battle, Jr. v. Safran Cabin, Inc.
O.C.S.C. Case No. 30-2020-01140831-CU-OE-CXC
Attorney Time – Michael D. Singer

Date	Activity	Time
4/17/20	Initial intake 2.0	2.0
5/4/20	Review and revise complaint 1.0	1.0
5/14/20	Confer w/JJH re potential financial issues .4	0.4
8/25/20	Analysis of reg rate issue/wage statements 1.2	1.2
8/28/20	Call w/defense re mediation .2; review file re mediation .5; emails re mediation .2	0.9
9/2/21	Prepare for mediation 5.0	5.0
9/3/21	Prepare for mediation 7.0	7.0
9/6/21	Mediation analysis 2.5; review mediation brief 1.0; policy analysis 1.5; research re second meal waivers 1.2	6.2
9/7/21	Prepare for mediation/damage analysis 2.0; mediation 7.0	9.0
9/8/21	Confer w/ICK re proposal .3; research re financial issues .5	0.8
9/21/21	Status review .2	0.2
10/20/21	Analysis of plaintiff claims .5; Review and revise letter to opposing counsel 1.0	1.5
10/21/21	Analysis if other case complaint .3; review and revise amended PAGA letter .5	0.8
11/24/21	Analysis/revision of MOU 1.2	1.2
11/29/21	Confer w/ICK re MOU .3; review/analysis of MOU .4	0.7
11/30/21	Review settlement docs .5	0.5
12/9/21	Confer w ICK re class representative .5	0.5
12/12/21	Confer with JJH re progress of settlement	0.7
12/14/21	Analysis of Settlement issues and complaint amendments 2.4; confer w ICK .5	2.9
12/15/21	Confer w ICK re client .7; Call with client .5; analysis of defense revisions .5; corresp. w defense	2.2
12/16/21	Review and revise complaint	2.0
6/3/22	Call w/ defense .3; analysis of Safran policy claims for settlement analysis 1.0; corresp. w expert .2	1.5
6/13/22	Memo re settlement motion .5; emails re settlement calculations .3; analysis of damages for PreApp Motion 1.0	0.9
6/14/22	Analysis of rounding data .7; analysis of policy docs 1.0; call w expert .4; confer w ICK .4	2.5
6/20/22	Confer w ICK re PreApp .7	0.7
6/21/22	Confer w ICK re PreApp analysis .5	0.5
6/22/22	Review amended PAGA notice .3; confer w ICK re PreApp .3	0.6
6/24/22	Review and revise PreApp MPA 5.0	5.0
6/27/22	Revise PreApp .7	0.7
10/7/22	Analysis of PreApp changes .7	0.7
	Total:	59.8

EXHIBIT 3-C
ATTORNEY TIME
MARTA MANUS

Battle, Jr. v. Safran Cabin, Inc.
O.C.S.C. Case No. 30-2020-01140831-CU-OE-CXC
Attorney Time – Marta Manus

Date	Activity	Time
8/1/22	Review MPA documents	0.4
9/16/22	Review email from OPC Tracy Leidner	0.1
9/20/22	Confer with ICK re prelim approval	0.2
10/21/22	Review tentative ruling	0.5
10/21/22	Confer with ICK re prelim approval	0.3
11/14/22	Draft revised settlement agreement	1.2
11/14/22	Email OPC Tracy Leidner re revised SA	0.2
11/17/22	Email OPC Tracy Leidner re revised SA	0.1
11/23/22	Email OPC Tracy Leidner re revised SA	0.1
11/28/22	Teleconference re: supplemental brief	0.2
11/28/22	Email OPC Tracy Leidner	0.2
11/28/22	Draft supp prelim approval brief	1.5
11/29/22	Telephone conference with OPC	0.3
11/29/22	Confer with ICK	0.2
12/2/22	Email OPC Tracy Leidner	0.1
12/5/22	Draft addendum to settlement and revised class notice	1.3
12/5/22	Email OPC Tracy Leidner	0.1
12/13/22	Email OPC Tracy Leidner re addendum	0.1
12/14/22	Review class notice and addendum for filing	0.2
12/14/22	Email Sam Khoury re supp brief	0.1
1/4/23	Email OPC re tentative ruling	0.1
1/6/23	Review revised class notice	0.3
1/17/23	Email Simpluris re timeline dates	0.1
3/20/23	Email OPC Alaya Myers re mtn for final app filing date	0.1
3/20/23	Telephone call with Sam Khoury re motion for final app	0.1
3/24/23	Email Evelin Reyes at Simpluris	0.1
3/28/23	Email OPC Alaya Myers	0.1
4/24/23	Email correspondence with OPC re notice mailing	0.4
4/25/23	Email Simpluris re corrective notice mailing	0.1
5/4/23	Review Def Revisions to Final Approval Motion	.8
	Total:	9.6

EXHIBIT 3-D
ATTORNEY TIME
J. JASON HILL

Battle, Jr. v. Safran Cabin, Inc.
O.C.S.C. Case No. 30-2020-01140831-CU-OE-CXC
Attorney Time – J. Jason Hill

Date	Activity	Time
4/18/20	Case assessment/Investigate Safran Cabin	3.2
4/20/20	Meeting with client, explain class procedure and claims, explain timeline, provide information on Covid expected closures and delays	4.9
4/23/20	Analyze Safran as successor in interest and liability of Zodiac, draft PAGA letter	.5
4/25/20	Review litigation history/other claims Safran/Agent for Service 1.6; Draft client employment file demand, prepare catalyst letter, prepare electronic document preservation letter for ESI 2.2	3.8
4/27/20	Preparation and drafting Complaint.v1 3.4; Preparation and Finalize PAGA Notice to LWDA 1.5	4.9
5/4/20	Edit and pre-finalize Complaint	3.2
5/10/20	Confer with client, confirm retainer and co-counsel agreement executed 1.1; TCW co-counsel regarding initial document review and edits .4	1.5
5/11/20	Send Complaint to client for review, TC with Battle confirming same	0.6
5/14/20	Draft file memorandum regarding client discussion/expectations	0.8
5/14/20	Review and analysis of Safran financial articles (Bloomberg) .8; Confer w/MDS/ICK re potential financial issues .4	1.2
5/25/20	Preparation and drafting discovery plan	2.8
5/27/20	Preparation of SROGS, RFP, RFA, FROGS to Defendant (set one)	4.9
6/3/20	Preparation of BelAire privacy notice draft and proposed stipulation for Defense 1.5; edit initial set of discovery 2.1	2.6
6/16/20	Review and summarize client pay and time records, employer policies and prepare evaluation analysis of each claim/cause of action	5.9
6/17/20	Confer with Defense Counsel re: Covid issues/delays. Company temp. shutdown, discuss informal discovery and stipulated protective order 1.3; Drafting proposed confidentiality and protective order 1.5	2.8
6/28/20	Conference call with Mr. Battle and co-counsel regarding status update and delays, court closures .9; Draft confirming correspondence re same .5	1.4
6/28/20	Confer w ICK re class representative	0.5
7/9/20	Assessment and analysis of Safran wage calculation and section 226 issues, draft file memorandum regarding examples of same	3.1
8/3/20	Confer with Defense counsel re: documents and propose mediation, draft email confirming proposal .7; draft email to client re same .2; conference with ICK re: status .4	1.3
8/30/20	Confirm Mediation with Defense, review proposed mediators and timeline .5; draft correspondence re same to defense and to client .3	0.8
9/23/20	Prepare initial draft mediation data request	2.1
9/23/20	TC with Client re: Mediation and timeline, expectations, answer questions .9; Draft file memorandum confirming same .2	1.1
12/20/20	TCW client re: status update and mediation date, identify date and need for his participation if possible, explain process and confidentiality	1.2

Battle, Jr. v. Safran Cabin, Inc.
O.C.S.C. Case No. 30-2020-01140831-CU-OE-CXC
Attorney Time – J. Jason Hill

5/3/21	Confer with experts on mediation and claims, data analysis 1.3; review and analysis of initial report and assumptions for damage modeling 3.0	4.3
8/4/21	Confer with Defense re: 2 nd meal waiver issue and data request .6; prepare outline of specific document needs and existence of types of data available .8	1.4
8/5/21	Conference call with client re: mediation and initial data from Safran	0.8
8/28/21	Review and analysis of mediation data, provide to experts and draft analysis of initial trends/showings	5.3
8/30/21	Preparation and drafting Mediation Brief re: Labor Code Claims v1 3.3; Preparation and mark Mediation Brief Exhibits 2.0	5.3
8/31/21	Preparation of Mediation Data Damage Evaluation/confer with experts re same	2.4
9/1/21	Draft assessment of PAGA civil penalties for Mediation Brief 2.0; Review and analysis of Defense Mediation data and briefing 4.5	6.5
9/7/21	Prepare data and monitor mediation for updated calculations and file data	5.8
10/20/21	Review and assess Complaint in potential related case	.7
11/14/21	Analysis and evaluation of MOU	1.5
11/23/21	Detailed conversation with client, prepare memorandum re: same .6; Confer with ICK client issues .4	1.0
11/24/21	Review and analysis of MOU, revise same	2.2
11/30/21	Review Defense revised MOU .9; Prepare and draft initial FAC and Amended PAGA letter for MOU terms 2.1; Extended call with client regarding issues in MOU, detailed explanation of proposed settlement terms 1.7; Prepare memo re same and confer with partners on discussion with Battle .5	5.2
12/12/21	Discussion with client re progress, note issues with settlement, confer with ICK/MDS .7; Review and revise master Settlement Agreement draft with proposed class notice and proposed order 2.5	3.2
12/13/21	Review Complaint in possible related case .8; draft file memorandum regarding strategy and differentiation of claims .5	1.3
1/12/22	Continue dialogue with client re: individual settlement portion, Confirm details with ICK	0.7
2/7/22	Conference call with defense re: MOU and formal SA	.4
2/28/22	Prepare and draft memorandum regarding rounding claim for MPA	2.0
6/2/22	Confer with ICK re: client discussions	0.2
6/3/22	Prepare memorandum for MPA regarding case history and mediation 3.2; Review defense claims regarding changes in policy (catalyst?) .3	3.5
6/7/22	Prepare and draft MPA section regarding rounding claims valuation	2.5
6/8/22	Finalize Amended PAGA notice and FAC 1.8; Prepare/mark exhibits for MPA draft .7	1.8
6/10/22	Read and review correspondence from defense on SA .2; read and review correspondence (email) from client .2; prepare correspondence setting up conference call with client and separate conference with defense .3; Review and revise Kullar analysis for MPA 1.1	1.8
	TOTAL	114.9

EXHIBIT 4

COHELAN KHOURY SINGER**Litigation Costs****Battle, Jr. v. Safran Cabin, Inc.****O.C.S.C. Case No. 30-2020-01140831-CU-OE-CXC**

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
4/23/2020	LWDA	PAGA Fee Settings	\$75.00
6/24/2020	OneLegal	Class Action	\$12.20
6/30/2020	OneLegal	Complaint Filing and Service Fee	\$1,494.56
7/8/2020	OneLegal	Amended Complaint	\$12.20
7/13/2020	OCSC	Records	\$22.50
7/13/2020	Express Network	SOP: Safran Cabin Inc.	\$48.00
7/16/2020	OneLegal	Proof of Service of Summons	\$12.20
8/27/2020	CourtCall	Status Conference JJH 9/11/20	\$94.00
9/3/2020	OneLegal	Status Conference Statement	\$12.20
9/15/2020	OneLegal	Notice of Change of Address	\$12.20
10/14/2020	OneLegal	Proposed Order	\$12.20
10/19/2020	OneLegal	Notice	\$12.20
10/22/2020	Mark S. Rudy, APC	Mediation Fee	\$10,000.00
4/28/2021	OneLegal	Stipulation	\$35.26
6/2/2021	OneLegal	Notice of Continuance	\$14.67
9/23/2021	Berger Consulting	Consultant	\$2,887.50
10/5/2021	One Legal	Document	\$35.26
10/28/2021	One Legal	Document	\$14.67
1/4/2022	One Legal	Proposed Stipulation and Order	\$35.26
1/21/2022	One Legal	Document	\$14.67
1/21/2022	One Legal	Notice of Lodging	\$14.67
1/21/2022	OCSC	Document	\$7.50
1/25/2022	One Legal	Notice; Complex Amended Complaint	\$14.67
1/25/2022	One Legal	Stipulation	\$35.26
3/18/2022	One Legal	Stipulation and Order; Order	\$35.78
5/6/2022	One Legal	Proof of Service	\$15.19
3/22/2022	One Legal	Notice; Other; Complex	\$15.19
5/9/2022	One Legal	Stipulation and Order; Order	\$20.59
5/10/2022	One Legal	Notice; Other; Complex	\$15.19
6/24/2022	One Legal	Stipulation and Order; Order	\$20.59
7/5/2022	One Legal	Notice; Other; Complex	\$15.19
8/12/2022	One Legal	Motion; Other; POS	\$76.96
8/12/2022	One Legal	Proof of Service	\$15.19
8/12/2022	One Legal	Stipulation and Order; Order	\$20.59
10/10/2022	One Legal	Notice of Remote Appearance	\$15.19
10/21/2022	OCSC	Document	\$7.50
10/24/2022	One Legal	Notice; Other; Complex	\$15.19
11/21/2022	One Legal	Stipulation and Order; Order	\$20.59
12/22/2022	One Legal	Memo of P's & A's	\$15.19

COHELAN KHOURY SINGER**Litigation Costs****Battle, Jr. v. Safran Cabin, Inc.****O.C.S.C. Case No. 30-2020-01140831-CU-OE-CXC**

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
1/5/2023	One Legal	Notice of Change of Electronic Address	\$15.19
1/5/2022	One Legal	Notice of Remote Appearance	\$15.19
1/6/2022	OCSC	Document	\$7.50
1/10/2022	One Legal	Notice; Other	\$15.19
1/11/2023	One Legal	Document	\$7.50
<i>est</i>	<i>One Legal</i>	<i>Final Approval Hearing</i>	<i>\$75.19</i>
<i>est</i>	<i>One Legal</i>	<i>Supplemental Filings</i>	<i>\$15.19</i>
	In House	Postage	\$6.45
	In House	Photocopies (294@.25)	<u>\$73.50</u>
	Total:		\$15,483.87

EXHIBIT 5

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 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)

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

From: [DIR PAGA Unit](#)
To: [Matthew Atlas](#)
Subject: [External] Thank you for your Proposed Settlement Submission
Date: Thursday, August 11, 2022 1:21:37 PM

08/11/2022 01:20:56 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpnVfiiMM&r=CkmVEddukKLexsqU9o1LOYeca1vZAEC-MO6PZ1f0-Jc&m=LYA32byygMoL8jBCaJJmdBHbgNQaGtSdHX8gQWlaKIw&s=PCfZvRLd9EqNawkqjJt_9z9YrfSnVzp6wGtqPOMYOfM&e=



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 *

Matthew

Your Last Name *

Atlas

Your Email Address *

matlas@ckslaw.com

Your Street Name, Number and Suite/Apt *

Cohelan Khoury & Singer,

Your Mobile Phone Number

Your City *

San Diego

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

92101

Court and Hearing Information

Court *

Orange County Superior C

Court Case Number *

2020-01140831

Hearing Date (if any)

09/22/2022

Hearing Time

2:00 pm

Hearing Location

Number of aggrieved employees *

1,741

Gross settlement amount *

5,455,000

Gross penalty amount *

250,000

Penalties to LWDA *

187,500

Date of proposed settlement *

09/22/2022

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File 1. NOM.pdf

Other Attachment (if any)

Choose File 2. P's & A's.pdf

Other Attachment (if any)

[Remove](#)

Choose File 3. Khoury Dec.pdf

Other Attachment (if any)

[Remove](#)

Choose File 4. Davtyan Dec.pdf

Other Attachment (if any)

[Remove](#)

Choose File 5. Battle Dec.pdf

Other Attachment (if any)

[Remove](#)

Choose File 6. Springer Dec.pdf

Other Attachment (if any)

[Remove](#)

Choose File 7. Cover Sheet & Order.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact 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.

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[Submit](#)

From: [DIR PAGA Unit](#)
To: [Matthew Atlas](#)
Subject: [External] Thank you for your Proposed Settlement Submission
Date: Thursday, December 22, 2022 12:38:16 PM

12/22/2022 12:37:54 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: 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=Mfu9b-5B19VX9sx0JsoUSbDpu1JjFqLQ727ZwtVx0Lo&s=9bvSl3df8YV1YrGzuEWKjGluUa7cAAX92eSd8-LbfgM&e=



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 *

Matthew

Your Last Name *

Atlas

Your Email Address *

matlas@ckslaw.com

Your Street Name, Number and Suite/Apt *

Cohelan Khoury & Singer,

Your Mobile Phone Number

Your City *

San Diego

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

92101

Court and Hearing Information

Court *

Orange County Superior C

Court Case Number *

2020-01140831

Hearing Date (if any)

01/05/2023

Hearing Time

2:00 pm

Hearing Location

Number of aggrieved employees *

1,741

Gross settlement amount *

5,455,000

Gross penalty amount *

250,000

Penalties to LWDA *

187,500

Date of proposed settlement *

01/05/2023

Proposed Settlement and Other Documents

Proposed Settlement *

1. Safran Prel...Supp Brief.pdf

Other Attachment (if any)

2. Safran Prel...p ICK Dec.pdf

Other Attachment (if any)

3. Safran Prel...sed Order.pdf

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

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[Submit](#)

From: [DIR PAGA Unit](#)
To: [Matthew Atlas](#)
Subject: [External] Thank you for your Proposed Settlement Submission
Date: Friday, January 6, 2023 2:23:56 PM

01/06/2023 02:23:04 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpnVfiiMM&r=CkmVEddukKLexsqU9o1LOYeca1vZAEC-MO6PZ1f0-Jc&m=BtWSmZatxR5NIBtjvT_H5f1W5BQU4Bp1A7glZMhDwEw&s=BHtCrz5TsOb_E3b07EMJzMcJJUr7VwnPBxgK0JfMPc&e=



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 *

Matthew

Your Last Name *

Atlas

Your Email Address *

matlas@ckslaw.com

Your Street Name, Number and Suite/Apt *

Cohelan Khoury & Singer,

Your Mobile Phone Number

Your City *

San Diego

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

92101

Court and Hearing Information

Court *

Orange County Superior C

Court Case Number *

2020-01140831

Hearing Date (if any)

Hearing Time

Hearing Location

Number of aggrieved employees *

1,741

Gross settlement amount *

5,455,000

Gross penalty amount *

250,000

Penalties to LWDA *

187,500

Date of proposed settlement *

01/05/2023

Proposed Settlement and Other Documents

Proposed Settlement *

1. Safran Preli...ass Notice.pdf

Other Attachment (if any)

2. Safran Prel...sed Order.pdf

Other Attachment (if any)

3. Safran Prel...nute Order.pdf

[Remove](#)

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Should you have questions regarding this online form, please contact 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.

EXHIBIT 7