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Attorneys for Plaintiff Don M. Vasquez, individually and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

DON M. VASQUEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SAPUTO CHEESE USA INC., a Delaware
corporation; and DOES 1 through 25,
inclusive

Defendants.

Case No. VCU282978

Consolidated with Case No. VCU283853

ASSIGNED FOR ALL PURPOSES TO:

The Honorable John P. Bianco

Department 2

CLASS ACTION

**DECLARATION OF JEFF GERACI
IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF SETTLEMENT**

Hearing Information

Hearing: July 22, 2024

Time: 8:30 a.m.

Dept.: 2

Judge: Hon. John P. Bianco

Complaint filed: May 27, 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 Don M. Vasquez ("Plaintiff"). This Declaration is based on my personal
4 knowledge and if called to testify I could and would competently testify to the matters
5 contained in this Declaration.

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

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

22 4. Founding Partner Isam C. Khoury, along with Partner Diana M. Khoury have
23 been selected by their peers based on ethics, experience and reputation as Super Lawyers in
24 Civil Litigation by the Southern California Super Lawyers Magazine for the years 2012 through
25 the present. Michael D. Singer, Managing Partner, was named to the Daily Journal list of Top
26 California Labor and Employment Attorneys in 2012, 2013, and 2018 and selected to the
27 Southern California Super Lawyers in 2010, 2012-2019. Mr. Singer was admitted as a fellow of
28 the College of Labor and Employment Attorneys in 2020.

1 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
2 provide the Mandatory Continuing Legal Education activity entitled “Litigating California Class
3 Actions” and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.
4 Cohelan, is the author of Cohelan on California Class Actions (1997-2024, updated annually),
5 part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing
6 author on the CEB publication California Wage and Hour Law: Compliance and Litigation
7 (2010-2024 updated annually), in which he wrote the opening chapter overview on California
8 Wage and Hour laws, including the public policy underpinnings for those laws, and the Private
9 Attorneys General Act (PAGA) Claim chapter. He is also a contributing author to the CEB
10 Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. Mr.
11 Singer has served as a columnist for the California State Bar, Litigation Section on wage and
12 hour litigation and has contributed articles on wage and hour and class action issues through the
13 years to numerous California publications.

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

27 7. As a part of our overall firm philosophy lawyers perform community service and
28 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

1 Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*,
2 Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United
3 States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les*
4 *Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-
5 30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and*
6 *PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart Supermarkets* San Mateo Superior
7 Case No. CIV530955; *Wilcox v Albertsons*, San Diego County Superior Court Case No.
8 GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County*
9 *Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland*
10 *Solutions, Inc.*, United States District Court, Southern District of California Case No.
11 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los
12 Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant*
13 *Corporation, et al.*, San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v.*
14 *CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY*
15 *MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234;
16 *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District
17 Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification);
18 *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No.
19 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County
20 Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*,
21 San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior*
22 *Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California*
23 *Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; *STEROID*
24 *HORMONE PRODUCT CASES*, Los Angeles County Superior Court Case No. JCCP 4363;
25 *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case
26 No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588;
27 *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court Case No.
28 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*, Unites States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 1OCV0634; and *Weigele v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others, as well as being appointed Class Counsel in connection with well over 300 class action settlements.

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

1 T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No.
2 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development*
3 *Corporation, et al.*, United States District Court, Southern District of California, Case. No. 15-
4 CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles
5 County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The*
6 *Los Angeles Country Club*, Los Angeles County Superior Court, Case No. BC566493, Hon.
7 William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara
8 County Superior Court, Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v.*
9 *Aramark Services, Inc.*, Santa Clara County Superior Court, Case No. 2015-1-CV-288310, Hon.
10 Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court,
11 Case No. CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, USDC, Northern
12 District of California, Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v.*
13 *ESA Management*, USDC, Central District of California, Case No. 14-CV-5767, Hon. Dale S.
14 Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles County
15 Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*,
16 Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x)
17 *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No.
18 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*,
19 San Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z)
20 *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court, Case No. CGC-
21 10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County
22 Superior Court, Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*,
23 USDC, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc)
24 *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No.
25 BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC,
26 Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v.*
27 *Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon.
28 William F. Highberger; among others.

10. Plaintiff seeks final approval of a \$2,400,000 wage and hour class and Private Attorneys General Act (“PAGA”) settlement on behalf of 2,306 Participating Class Members employed as non-exempt California employees by Saputo Cheese USA Inc. (“Saputo”), anytime from May 27, 2016 to March 30, 2023 (“Class Period”).

11. With no objections and only two requests for exclusion, support for the Settlement is strong. Participating Class Members will receive an average estimated payment of \$710, and highest payment of \$1,482 (rounded to nearest dollar).

12. On January 8, 2024, the Court granted Preliminary Approval of the Settlement, noting the amounts requested and preliminarily approving the following amounts: (i) attorneys’ fees of \$586,397.50 (capped at 1.5x lodestar) (\$800,000 requested, one-third GSA); (ii) actual litigation costs of \$32,846.72 (approved up to \$35,000.00); (iii) Class Representative Service Payment of \$5,000 (\$10,000 requested); (iv) PAGA Payment of \$120,000, and (v) settlement administration expenses of \$15,500 (\$17,500 requested).

13. Plaintiff started with Saputo in 2006, became a Line Coordinator in 2016, and worked in Tulare until June 2019.

14. Saputo began in 1954 and became publicly traded in 1994. It produces, markets, and distributes dairy products at five plants in California.

15. The Class is, “All current and former nonexempt California employees of Saputo employed at any time from May 27, 2016 through and including March 30, 2023.”

16. PAGA Group Members are Class Members who worked anytime May 12, 2019 to March 30, 2023 (“PAGA Period”).

17. On May 27, 2020, Plaintiff filed a class action against Saputo. This case was removed July 24, 2020. On August 6, 2020, Plaintiff filed a PAGA action which was stayed pending resolution of the class action. (Case No. VCU283853). The Parties settled both actions, the class action was remanded, and the actions consolidated on November 6, 2023.

18. Plaintiff argued Saputo did not provide compliant meal or rest periods and did not adopt fully compliant written meal and rest policies until June 2017. Plaintiff argued employees feared discipline if they reported being un able to take rest and meal breaks.

1 19. Saputo contended its policies were compliant throughout the class period, and
2 produced evidence it communicated compliant rest and meal policies to employees in each
3 plant, including power point slides, testimony of a human resources employee, and attendance
4 sign-in sheets, including several signed by Plaintiff. Saputo also contended it did not discourage
5 employees from taking breaks and produced evidence employees, including Plaintiff, had
6 reported, and been paid for, missed breaks. Saputo also correctly pointed out there were no
7 records which could be used to establish rest period violations.

8 20. Plaintiff also contended rest periods were non-compliant because, for a limited
9 period of time, a few specific positions may have carried radios while on rest breaks. Saputo
10 produced a written policy explicitly stating radios were not to be carried during breaks. A class
11 member survey suggested few were required to carry a radio, or respond during breaks.

12 21. Time records showed relatively low facial non-compliance for meal periods,
13 under 20%. Saputo contended even that was overstated, and missed, late or short meals, were by
14 employee choice, and these individual issues could not be certified. Review of pay data also
15 showed a substantial amount of meal period premiums paid during the class period.

16 22. Plaintiff contended on a several occasions he was told to clock out but continue
17 working. Saputo denied this and produced evidence of policies explicitly prohibiting off the
18 clock work. A mediation survey of class members did not support this claim.

19 23. Saputo contended the estimated 17% of putative class members who worked at
20 its Newman, California plant, are covered by a collective bargaining agreement (CBA), and any
21 of the alleged claims required completing the grievance process, which Plaintiff could not have
22 initiated, as he was not covered by the CBA. Plaintiff believed it may have been possible to
23 assert some claims arguably not included in the CBA, but conceded this defense, if successful,
24 would substantially limit the class and any potential recovery.

25 24. The Parties conducted sufficient formal and informal discovery to evaluate
26 strengths and weaknesses of claims of the Class and the defenses of Saputo, including through
27 written discovery, the corporate deposition of Saputo's on all topics relevant to class and merits
28 issues, and Plaintiff's deposition.

1 25. The Parties mediated in May 2022, but did not settle. After re- commencing
2 discovery, the Parties attended a second mediation on March 30, 2023, with Honorable Amy D.
3 Hogue (Ret.), an experienced mediator of wage and hour class actions.

4 26. By the second mediation, Saputo had produced all relevant rest and meal
5 policies, all policies covering off the clock work, power point presentations, documents
6 showing policies presented in person to employees, including attendance sheets, and 100% of
7 time and pay data through February 26, 2023. Counsel conferred extensively about data, claims,
8 defenses, and settlement issues, and Plaintiff's consultant calculated class wide damages.

9 27. As preliminarily approved, Saputo will pay the maximum Gross Settlement
10 Amount ("GSA") of \$2,400,000, including: (a) Settlement Administration costs to CPT Group not
11 to exceed \$15,500; (b) a Class Representative service payment up to \$10,000 to compensate
12 Plaintiff for services to, and risks taken on behalf of, the Class; (c) Class Counsel Fees up to
13 \$800,000 (one-third GSA); (d) Class Counsel Costs actual costs of \$32,846.72; (e) \$120,000
14 PAGA penalties - \$90,000 (75%) Labor Workforce and Development Agency (LWDA) and
15 \$30,000 (25%) PAGA Group Members. Saputo will pay employer's share of payroll taxes in
16 addition to GSA.

17 28. Plaintiff acknowledged and signed a joint prosecution agreement which provides
18 a fee split of 50% each to Cohelan Khoury & Singer and Lebe Law, APLC.

19 29. After the preliminarily approved deductions, the estimated Net Class Settlement
20 Fund ("NCSF"), \$1,640,256, would be distributed to Participating Class Members. Individual
21 Gross Settlement Payments will be allocated as 20% wages (Form W-2), 80% penalties and
22 interest (Form 1099), and calculated by dividing the total number of weeks all Class Members
23 worked during the Class Period by the NCSF and multiplying that number by the number of weeks
24 each Class Member worked during the Class Period.

25 30. PAGA Group Members will divide 25% of the PAGA payment, \$30,000, based
26 on number of Pay Periods worked during the PAGA Period.

27 31. Participating Class Members (all of whom are also PAGA Group Members) can
28 expect to receive an average estimated payment of \$710 with highest payments of \$1,482

1 (rounded to nearest dollar). This will change slightly if the Court finally approves increased
2 deductions as requested below.

3 32. The Settlement was preliminarily approved on January 8, 2024.

4 33. On February 13, 2024, after receiving a data file from Defendant, and searching
5 the National Change of Address database and updating Class Member addresses, the Settlement
6 Administrator mailed the court-approved Notice of Class Action Settlement, Change of Address
7 Form, Request for Exclusion Form, and Objection Form, (collectively, "Notice Packet"), to
8 2,308 Class Members, informing them of (1) the pendency of the Action; (2) proposed
9 settlement terms; (3) automatic payment of Settlement shares if exclusion not requested; (4)
10 released claims; (5) right to object or request exclusion, and (6) and the date, time and place of
11 the final approval hearing.

12 34. The Class response to the Settlement was extremely favorable. No Class Member
13 objected and only two requested exclusion.

14 35. At Preliminary Approval, Class Counsel sought attorneys' fees of \$800,000, one-
15 third of the \$2,400,000 Gross Settlement Amount ("GSA"). In granting Preliminary Approval,
16 the Court approved \$586,397.50 in fees, equal to 1.5 time the lodestar at that time [\$390,905.00,
17 based on 527.4 hours of attorney and para-professional time].

18 36. The Court permits submission of additional hours expended between preliminary
19 approval and final approval to consider an increase in the approved fee up to 1.5 of the updated
20 lodestar. After Preliminary Approval, Class Counsel has expended 20.4 hours of attorney and
21 para-professional time (January 8, 2024 to present), for an additional lodestar of \$12,960.00.

22 37. Through the present, Class Counsel expended 547.8 hours for a lodestar of
23 \$403,865.00. Exhibit 1 is a true and correct copy of the Consolidated Summary of Class
24 Counsel's Time & Costs.

25 38. The hours expended and to be expended to bring this matter to a successful
26 conclusion are reasonable in light of the complexity and duration of the case. Counsel continues
27 to assert a percentage of the settlement amount may be awarded, but if lodestar is solely relied
28 on, the requested 1.99 multiplier is reasonable and in line with those used in other cases.

39. Cohelan Khoury & Singer has been awarded a greater multiplier in many 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 pre-certification wage and hour class settlement].

40. Applying the Court’s standard 1.5 multiplier, \$605,797.50 would be an awarded. A more reasonable award, and one much more typical of California courts would be one-third of the Gross Settlement Amount, \$800,000.

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

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

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

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

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

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

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

13 g) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern
14 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).

15 h) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case
16 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).

17 i) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No.
18 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).

19 j) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case
20 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).

21 k) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court,
22 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).

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

25 m) *Lopez, et al. v. Pacific Gas and Electric Company.*, San Francisco County
26 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).

27 n) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior
28 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).

1 o) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento
2 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).

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

5 q) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior
6 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).

7 r) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No.
8 21STCV18635 (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in
Class and Representative action).

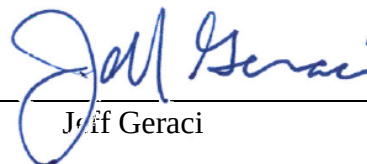
9 s) *Mireles v. Lodi Memorial Hospital Association, Inc., et al.*, San Joaquin County
10 Superior Court, Case No. STK-CV-UOE-2020-0004458 (Hon. Erin Guy Castillo – attorneys’
fees of 35% of \$1,500,000 settlement in PAGA action).

11 t) *Foley, et al. v. Yuen;s Enterprise Obe, Inc., et al.*, San Bernardino County
12 Superior Court, Case No. CIVDSI912925 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3%
of \$2,824,090.50 settlement in Class and Representative action action).

13 42. The Settlement allows Class Counsel to recover up to \$35,000 in costs. Actual
14 costs incurred to date are \$32,846.72 These costs are reasonable and necessary. Exhibit 2 is a
15 true and correct copy of Cohelan Khoury & Singer’s Itemization of Costs.

16 43. On the same date this motion and its supporting documents are filed with the
17 Court, they will be served upon Defendant and provided to the LWDA via the LWDA’s
18 website, using the appropriate intake form. Attached as Exhibit 3 is a true and correct copy of
19 the LWDA confirmation of Receipt.

20 I declare under the penalty of perjury under the laws of the State of California the
21 foregoing is true and correct and this declaration is executed June 10, 2024, in San Diego,
22 California.

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Jeff Geraci

EXHIBIT 1

CONSOLIDATED SUMMARY OF TIME AND COSTS (FINAL)

Vasquez v. Saputo Cheese Usa Inc.

Case No. VCU282978

Consolidated with Case No. VCU283853

Total Attorneys' Hours: 547.8
Total Lodestar Fees: \$403,865.00
Total Costs: \$ 32,846.72

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	25.6	\$925	\$23,680.00
Michael D. Singer, Managing Partner	1984	33.4	\$925	\$30,895.00
Jeff Geraci, Partner	1990	227.2	\$850	\$193,120.00
Marta Manus, Associate	2008	8.3	\$700	\$5,810.00
Rosemary C. Khoury, Associate	2020	10.0	\$500	\$5,000.00
Amber Worden, Certified Paralegal	N/A	5.6	\$200	\$1,120.00
Matthew Atlas, Paralegal	N/A	14.4	\$175	\$2,520.00
TOTAL:		324.5		\$262,145.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
LEBE LAW, APLC				
Jonathan M. Lebe	2012	109.7	\$800	\$87,760.00
Zachary Gershman	2019	113.6	\$475	\$53,960.00
TOTAL:		223.3		\$141,720.00

Total Aggregate Hours: 547.8	Total Lodestar: \$403,865.00
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$ 32,846.72
Lebe Law, APLC	\$0.00
TOTAL COSTS	\$32,846.72

EXHIBIT 2

COHELAN KHOURY SINGER
Litigation Cost
Vasquez v. Saputo Cheese Usa Inc.
Case No. VCU282978
Consolidated with Case No. VCU283853

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
5/12/2020	LWDA	PAGA Fee Notice (PAGA)	\$75.00
5/27/2020	Tulare Court	E-Filing Fee, Complex Fee (Class)	\$437.50
5/28/2020	Tulare Court	E-Filing Fee, Complaint (Class)	\$1,002.50
6/26/2020	Express Network	SOP: Saputo Cheese USA, Inc. (Class)	\$74.00
9/8/2020	Superior Court	Comlex Fee (PAGA)	\$1,002.50
9/8/2020	Superior Court	Document Fee (PAGA)	\$2.50
9/8/2020	Superior Court	Complaint Filing Fee (PAGA)	\$435.00
10/2/2020	Express Network	Proof of Service of Summons (PAGA)	\$110.00
10/8/2020	Express Network	Notice (PAGA)	\$110.00
6/7/2021	U.S. Legal Support	Transcript - D. Vasquez (Class)	\$1,148.95
7/26/2021	Peterson Reporting	Video Deposition - C. Hedrick (Class)	\$2,150.00
7/26/2021	Peterson Reporting	Transcript - C. Hedrick (Class)	\$2,004.41
8/11/2021	Simpluris	Notice (Class)	\$1,147.00
1/5/2022	Judicate West	Mediation Fee	\$3,700.00
5/16/2022	Consultant	Statistician	\$8,750.00
3/1/2023	Signature Resolution	Mediation Fee (Lebe)	\$3,750.00
3/21/2023	Signature Resolution	Mediation Fee (CKS)	\$3,750.00
4/11/2023	Consultant	Statistician	\$2,775.00
8/29/2023	One Legal	Notice	\$16.37
8/29/2023	One Legal	Notice	\$16.37
11/6/2023	One Legal	Stipulation and Order	\$36.96
11/9/2023	One Legal	Notice	\$16.37
11/13/2023	One Legal	Motion for Preliminary Approval	\$78.17
11/14/2023	One Legal	Stipulation and Order	\$36.96
12/2/2023	One Legal	Notice of Remote Appearance	\$16.37
12/26/2023	One Legal	P&A's; Dec.; Prop. Order; Judgment	\$16.37
	In House	Photocopies (441@.25)	<u>\$110.25</u>
	Total as of 6/3/24		\$32,768.55
ANTICIPATED FUTURE COSTS			
<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
<i>est</i>	<i>One Legal</i>	<i>Final Approval Motion</i>	<i>\$78.17</i>
	Total Estimated		\$78.17

TOTAL	\$32,846.72
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EXHIBIT 3