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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

**SUPPLEMENTAL DECLARATION OF
JEFF GERACI IN SUPPORT OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Continued Hearing Information

Hearing: January 8, 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. This Supplemental Declaration is based on my personal
4 knowledge and if called to testify I could and would competently testify to the facts is contains.

5 2. The Court issued a Tentative Ruling on December 1, 2023 regarding Plaintiff's
6 Motion for Preliminary Approval of Class Action and PAGA Settlement. Plaintiffs respond to
7 each point in the Court's ruling.

8 3. The parties have revised the Notice of Proposed Class Action Settlement to allow
9 class members up to 60 days to submit written requests to opt out of the settlement and
10 objections to the settlement. A true and correct copy of the Notice is attached as Exhibit 1. A
11 redline of the requested edits made to the Notice is attached as Exhibit 2.

12 4. Class Counsel requests attorneys' fees of \$800,000, one-third of the \$2,400,000
13 Gross Settlement Amount ("GSA"). Through final approval, Class Counsel will have expended
14 547.4 hours [527.4 current and 20.0 future], for a lodestar of \$400,905 [current, \$390,905];
15 future \$10,000]. Exhibit 3 is a true and correct copy of the Consolidated Summary of Class
16 Counsel's Time & Costs; Exhibit 4 is a true and correct copy of Cohelan Khoury & Singer's
17 Itemization of Costs.

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

23 **California cases:** *Parker v. City of L.A.*, 44 Cal. App. 3d 556, 567-68 (1974) (33.3%);
24 *Tokar v. GEICO*, No. GIC 810166 (San Diego County Super. Ct. July 9, 2004) (approving
25 award of attorney's fees of 33-1/3% of recovery in a wage and hour class action); *Marroquin v.*
26 *Bed Bath & Beyond*, No. RG04145918 (Alameda County Super. Ct. June 22, 2004) (in a wage
27 and hour class action, 33.3%); *Crandall v. U-Haul Int'l, Inc.*, No. BC178775 (Los Angeles
28 County Super. Ct. Aug. 17, 2001) (in a wage and hour class action, 40%); *Davis v. The Money*

1 *Store, Inc.*, No. 99AS01716 (Sacramento County Super. Ct. Dec. 26, 2000) (in a wage and hour
2 class action, awarding 33.3% of \$6,000,000 settlement); *Kenemixay v. Nordstrom, Inc.*, (L.A.
3 County Super. Ct., No. BC318850) (50% award); *Albrecht v. Rite Aid Corp.*, No. 729219 (San
4 Diego County Super. Ct.) (35% award) *Estrada, Alvarez vs. Burrtec Waste Group, Inc., et al.*,
5 San Diego Super. Ct., Case No. 37-2011-00096268-CU-OE-CTL (Hon. Joel M. Pressman –
6 approving attorneys’ fees of 33-1/3% of \$2,789,000 in a pre-certification meal violation class
7 action); *White v. Edco Disposal Corp., et al.*, San Diego Super. Ct., Case No. 37-2011-
8 00088803-CU-OE-CTL (Hon. Judith Hayes – approving attorneys’ fees of 33-1/3% of
9 \$3,500,000 in a pre-certification meal violation class action).

10 **Federal cases:** *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL
11 1230826, at *28 (N.D. Cal. April 1, 2011) (approving fee that amounted to 42% of common
12 fund in wage and hour class action); *Vasquez v. Coast Valley Roofing*, 266 F.R.D. 482, 491-93
13 (wage-and-hour action putative class-action settlement where court approved award of
14 attorneys’ fees in the amount of 33.3% of the common fund); *In re Ampicillin Antitrust Litig.*,
15 526 F. Supp. 494 (D.D.C. 1981) (45%); *Beech Cinema, Inc. v. Twentieth-Century Fox Film*
16 *Corp.*, 480 F. Supp. 1195(S.D.N.Y. 1979), aff’d, 622 F.2d 1106 (2d Cir. 1980) (in a Sherman
17 Act case, approximately 53%); *In re Heritage Bond*, 2005 WL 1594389, at *20 (C.D. Cal. June
18 10, 2005) (award of attorneys’ fees of one-third of \$27,783,000-the Settlement Fund is fair and
19 reasonable); *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM (SHx), 2008
20 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (awarding 34% in fees of common fund); *Martin*
21 *v. FedEx Ground Package Sys., Inc.*, No. C06-6883 VRW, 2008 WL 5478576, at *8 (N.D. Cal.
22 Dec. 31, 2008) (truck driver meal break class action where the court approved attorneys’ fees of
23 1/3 of common fund); *Singer v. Becton Dickinson & Co.*, No. 08-CV-821-IEG (BLM), 2010
24 WL 2196104, at *8 (S.D. Cal. Jun. 1, 2010) (noting 33.33% common fund award for wage and
25 hour class settlement “falls within the typical range of 20% to 50% awarded in similar cases”).

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

28 ///

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

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

7 c) *White v. Sacramento Regional Transit District*, Sacramento County Superior
8 Court, Case No. 234-2018-00240461 (Hon. David D. Alba –attorneys’ fees of 33-1/3% of
9 \$385,000 settlement in Class action).

10 d) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-
11 2018-00997260 (Hon. Randall J. Sherman –attorneys’ fees of 33-1/3% of \$1,485,000 settlement
12 in Class action).

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

16 f) *Santos, et al. v. National General Management Corp.*, San Bernardino County
17 Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys’ fees of 33-1/3% of
18 \$680,000 settlement in PAGA action).

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

22 h) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case
23 No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys’ fees of 33-
24 1/3% of \$700,000 settlement in a pre-certification wage and hour class action).

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

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

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

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

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

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

1 o) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior
2 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).

3 p) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County
4 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).

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

7 r) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior
8 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).

9 s) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No.
10 21STCV18635, (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in
Class and Representative action).

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

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

18 9. Based on my experience, the experience of my firm, and my research, Class
19 Counsel’s skill and experience support their hourly rates and are in line with rates typically
20 approved in California wage and hour class actions.

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

24 11. Class Counsel’s skill and experience support their hourly rates: **Cohelan**
25 **Khoury & Singer**: Founding Partner Isam C. Khoury - \$925; Managing Partner, Michael D.
26 Singer - \$925; Partner, Jeff Geraci - \$850; Associate, Marta Manus - \$700; Associate,
27 Rosemary C. Khoury - \$500. **Lebe Law, APLC**: Founding Attorney, Jonathan M. Lebe - \$800,
28 Associate, Zachary Gershman - \$475. These rates are in line with those typically approved in

California wage-and hour class action litigation. 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 December 21, 2023, available at <http://www.laffeymatrix.com/sec.html>).

12. If the fee award were calculated using lodestar, rather than a percentage of the common fund, a multiplier of less than 2.0 would be applied. ($\$800,000/\$400,905 = 1.99$). Class Counsel's work was reasonable and necessary and is reflected in the excellent result achieved.

13. 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

1 **2.41 multiplier**, one-third of \$2,900,000 settlement in a pre-certification wage and hour class
2 action].

3 14. The Settlement allows Class Counsel to recover up to \$35,000 in costs. Actual
4 costs incurred to date are \$32,752.18, and anticipated future costs are \$94.54. These costs are
5 reasonable and necessary. Attached as Exhibit 4 is a true and correct copy of Cohelan Khoury &
6 Singer's Itemization of Costs.

7 15. Accepting the risk of judgment for Defendant's costs, retaliation in current
8 employment, potential loss of employment opportunities, and receiving nothing at all, unless the
9 Class were compensated, are each sufficient to support a Service Award of \$10,000. Together,
10 they are more than sufficient.

11 16. On the same date this motion and its exhibits are filed with the Court, they will
12 be served upon Defendant and provided to the Labor and Workforce Development Agency
13 ("LWDA") via the LWDA's website, [www.dir.ca.gov/Private-Attorneys-General-Act/Private-](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act)
14 [Attorneys-General-Act](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act), using the appropriate intake form. Attached as Exhibit 6 is a true and
15 correct copy of the LWDA confirmation of Receipt.

16 17. Our firm is prepared to continue to zealously represent the interests of the class
17 and I am aware of no conflicts with the interests of the Class.

18 I declare under penalty of perjury under the laws of California the foregoing is true and
19 correct and this declaration is executed December 22, 2023, at San Diego, California.

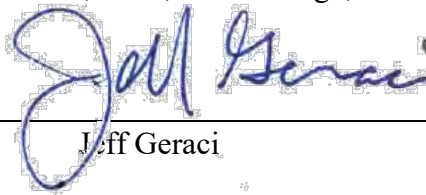
20
21 
22 Jeff Geraci
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27
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EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All non-exempt, hourly employees who worked in California for Saputo Cheese USA, Inc. (“Saputo”) any time from May 27, 2016, to March 30, 2023

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don’t act.*

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS	
Do Nothing and Receive a Payment	You do not have to do anything to receive a Settlement payment Your Individual Settlement Payment will be mailed to you automatically after the Court grants final approval of the Settlement. (No. 11 below). <i>The Administrator <u>must</u> have your current address to mail your payment</i>
Exclude Yourself (“Opt Out”)	If you do not want to participate in the Settlement, you may exclude yourself, or “opt out.” If you opt out, you will not receive a Settlement payment, and you will keep all rights you may have against Saputo. (No. 6 below). If you exclude yourself from the Settlement, you will still receive your share of the PAGA Payment and release your PAGA claims.
Object	You can object to the Settlement if you think it is not fair by sending a written objection to the Settlement Administrator or by appearing in person at the time of the Final Approval Hearing. (No. 7 below).
Change Your Address	If your address is different than the address this Notice was mailed to, you must notify the Administrator of your correct address. A Change of Address Form and pre-printed return envelope are included with this Notice. Your Settlement Share payment will be mailed to the address on file with the Administrator.

**THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM
DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST
ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE**

1. What is a Class Action? Why Did I Get This Notice?

In a class action, one or more people called Class Representatives, in this case, Don Vasquez (“Plaintiff”), sue a Defendant, in this case, Saputo Cheese USA, Inc. (“Saputo”) on behalf of themselves and other people whom they allege have similar claims. (the “class.”) You are receiving this Notice because Saputo’s records show you worked for the Company in California as a non-exempt employee sometime during the period May 27, 2016 to March 30, 2023 (“Class Period”). Each person receiving this notice is believed to be a “Class Member.”

2. What is this Case About?

Plaintiff filed a lawsuit on May 27, 2020 in Tulare County Superior Court (Case No. VCU282978), seeking restitution, penalties, interest, costs, and attorneys’ fees, for the alleged failure to provide: all earned wages, including final wages; rest and meal periods; accurate wage statements; and reimbursement for business expenses. Plaintiff filed a second lawsuit on August 6, 2020 seeking civil penalties under the California Private Attorneys General Act (“PAGA”) based on the violations alleged above. (Case No. VCU283853). The two lawsuits have been joined together for settlement. (the “Lawsuit”).

Saputo denies all claims made in the Lawsuit and contends it has complied with all laws at all times. The Court has not decided either side is right and the Parties agreed to settle only to avoid the time and costs of litigation.

3. Am I a Class Member or PAGA Group Member?

You are a Class Member if you worked for Saputo in California any time from May 27, 2016 to March 30, 2023 as a non-exempt, or hourly, employee. As a Class Member, you will receive a payment because of this Settlement unless you opt out of the class as described below.

PAGA Group members worked for Saputo in California any time from May 12, 2019 through March 30, 2023 (“PAGA Period”) as a non-exempt, or hourly, employee. If you are a PAGA Group member, you will receive a payment for the PAGA portion of the Settlement whether or not you opt out of the class settlement.

4. Who are the Attorneys for the Class?

COHELAN KHOURY & SINGER

Michael D. Singer/Jeff Geraci
605 C Street, Suite 200
San Diego, California 92101
Telephone: (619) 595-3001
matlas@ckslaw.com

LEBE LAW, APLC

Jonathan M. Lebe/Zachary Gershman
777 S. Alameda Street, Second Floor
Los Angeles, California 90021
Telephone: (213) 358-7046

The Court decided Plaintiff’s attorneys are qualified to represent the Class in this Settlement. You do not need to hire an attorney because Class Counsel represent you, but you may hire your own attorney at your own expense.

5. What Are My Options?

DO NOTHING: If you do nothing, you will receive payment and be bound by the release of Class Action claims stated in this Notice and Settlement.

OPT OUT: If you “opt out,” you remove yourself from the Class Action. If the Court grants final approval of the Class Action Settlement, you will **not** receive any payment, except a share of the PAGA award, if eligible. This is the only way to retain your right to sue Saputo individually for claims covered by the Settlement.

OBJECT: If you want to object to any aspect **OF** the proposed Settlement you can write the Settlement Administrator. If you want to object then you must **not** opt out.

6. How Do I Opt Out or Exclude Myself from the Class Action Settlement?

If you do not want to remain in the Class Action Settlement, then you must sign and mail a written request, postmarked no later than _____, 2024 [60 days after Notice mailed] to the Settlement Administrator:

Saputo Class Action Settlement Administrator c/o XXX, Inc.
P.O. BOX _____
Irvine, California 9 _____

The opt-out request must state in substance: “I want to opt out of the Settlement of the case *Vasquez v. Saputo Cheese USA, Inc.* settlement. I understand I will not receive a Settlement Payment described in the Notice of Class Action Settlement.” The request must state your full name and address, and must be signed by you.

Opt out requests postmarked after _____, 2024, or that are incomplete or unsigned, will be rejected, and you will be bound by the Settlement and will receive your Settlement payment. Even if you return a valid and timely opt-out request, you will still receive a share of the PAGA Penalties and will release PAGA claims.

7. How Do I Object to the Class Action Settlement?

If you do not opt out, and believe the Settlement should not be finally approved by the Court, you may object in writing or in person. Written objections must state your name, current address, telephone number, dates of employment in California by Saputo, reason(s) for the objection, and the case name and number, *Vasquez v. Saputo Cheese USA, Inc.* Case No. VCU282978. Include any documents which support your objection. Written objections must be mailed to the Settlement Administrator at the address above and served on all counsel listed in this Notice on or before _____, 2024 [60 days after notice mailed]. You may appear at the Final Approval Hearing to object orally even if you have not objected in writing.

If the Court approves the Settlement you will be bound by all Settlement terms, even if you objected, in the same way as Class Members who do not object.

8. How Does This Settlement Affect My Rights? What are the Released Claims?

After the Court approves the Settlement, unless you exclude yourself, you are staying in the Class and cannot sue, continue to sue, or be part of any other lawsuit against Saputo for the claims released in this Action. You will be bound by the judgment in this Action and you will “give up” or release:

All claims that were or could have been asserted in this Lawsuit or that were based on or arose out of the facts alleged in this Lawsuit, including, claims for failure to provide: minimum, overtime, reporting time, and final wages; compliant rest and meal periods; accurate wage statements; reimbursement of business-related expenses; along with claims for unfair business practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and, civil penalties under Labor Code §§ 2698, *et seq.* based on the violations alleged above. The parties being released are Saputo Cheese USA, Inc., its present and former parents, subsidiaries, affiliates, insurers, successors, assignees, and related entities and their agents.

9. What is the Settlement Amount?

Saputo will pay a Gross *Settlement* Amount of \$2,400,000. The Gross Settlement Amount includes all Settlement payments to Class Members and, subject to Court approval: (a) Settlement Administration Expenses not to exceed \$17,500, (b) Class Representative Service Payment up to \$10,000 to compensate Plaintiff for services undertaken on behalf of the Class, (c) Class Counsel Fees up to \$800,000 (one-third of the Gross Settlement), (d) Class Counsel Costs up to \$35,000, (e) \$120,000 for civil penalties - \$90,000 (75%) paid to California’s Labor Workforce and Development Agency (“LWDA Payment”); and, \$30,000 (25%) paid to Class Members who worked from May 12, 2019 to March 30, 2020. The exact amount of these deductions from the Gross Settlement is subject to court approval.

10. How Much Can I Expect to Receive from the Settlement?

After deducting Court-approved amounts for the payments above, the remaining portion is the “Net Class Settlement Fund” (“NCSF”) estimated at \$1,417,500. Individual Gross Settlement Payments shall be distributed to all Class Members who do not request to be excluded (“Participating Class Members”). The Settlement Administrator will calculate Individual Gross Settlement Payments by dividing the total number of weeks all Class Member worked during the Class Period by the NCSF and multiplying that number by the number of weeks each Class Member worked during the Class Period.

Saputo’s records show you worked _____ Workweeks from May 27, 2016 through March 30, 2023.

Based on this information, you are estimated to receive a payment of <<_____>>, less withholdings, if you do not opt out.

Saputo’s records show you worked _____ Pay Periods during the PAGA Period, May 12, 2019 to March 30, 2023

Based on this information, you are estimated to receive PAGA penalties of <<_____>>. You will receive the PAGA payment whether or not you opt out of the class settlement.

Settlement Payments are allocated 80% to penalties and interest and 20% to wages. You will receive a Form 1099 for the penalty and interest amounts and a Form W-2 for the wage amounts from the Settlement Administrator.

If you believe the information your Settlement or PAGA Payment is based on is incorrect, you must return a written statement signed by you with any information or documents which support your position, with the case name and number, *Vasquez v. Saputo Cheese USA, Inc.* Case No. VCU282978. The Settlement Administrator will

use Saputo's records and the information you provide to resolve any disputes. The Administrator's determination will be final and binding, subject to Court review.

11. When Can I Expect to Receive a Settlement Payment?

You do not need to do anything to receive a Settlement Payment. If you do not opt-out, and there are no objections submitted, your share of the Settlement will be mailed to you about 40 days after the Court grants final approval of the Settlement and enters judgment. **Your share of the Settlement will be mailed to the address the Administrator has on file for you, which is the address where this Notice was mailed. If this address is not right, or if you move after you receive this Notice, you must inform the Settlement Administrator.**

12. The Final Approval Hearing.

The Court will hold a Final Approval Hearing on **xxxx**, 2024, at __:00 a.m., in Department 2 of the Tulare County Superior Court, located at 221 South Mooney Blvd., Visalia, California, to determine whether the Settlement is fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and reimbursement of litigation costs, the Class Representative Service Payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval Hearing without further notice to Class Members, but, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date of the Final Approval Hearing. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend. Should the Court grant Final Approval of the Settlement and enter judgment, the Court's Order approving the Settlement and the Judgment may be viewed on the Administrator's website, www._____.com.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the *Vasquez v. Saputo Cheese Class Action Settlement*.

This Notice does not contain all the proposed terms of settlement or all details of court proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Tulare County Superior Court at the address given above, or you may ask for a free copy from Class Counsel. Materials also appear on the Settlement Administrator's website: www._____.com, and at the Court's website: tulare.courts.ca.gov

PLEASE DO NOT CALL THE COURT, THE JUDGE, DEFENDANT'S SUPERVISORS, MANAGERS, OR ATTORNEYS ABOUT THIS SETTLEMENT

- To receive your Settlement payment as a Participating Class Member, you must not return an opt out request, and your current mailing address must be on file with the Administrator. All Class Members who worked any time during the PAGA Period, will receive a share of the PAGA Payment and release all PAGA claims.
- Settlement Share and PAGA Payment checks will be void 180 days after issued if not deposited or cashed. After 180 days, the Settlement Administrator will forward the unclaimed amount to Legal Aid at Work, legalaidatwork.org, a non-profit organization providing legal services to California workers. If your check is lost or misplaced, contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All non-exempt, hourly employees who worked in California for Saputo Cheese USA, Inc. (“Saputo”) any time from May 27, 2016, to March 30, 2023

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don’t act.*

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS	
Do Nothing and Receive a Payment	You do not have to do anything to receive a Settlement payment Your Individual Settlement Payment will be mailed to you automatically after the Court grants final approval of the Settlement. (No. 11 below). <i>The Administrator <u>must</u> have your current address to mail your payment</i>
Exclude Yourself (“Opt Out”)	If you do not want to participate in the Settlement, you may exclude yourself, or “opt out.” If you opt out, you will not receive a Settlement payment, and you will keep all rights you may have against Saputo. (No. 6 below). If you exclude yourself from the Settlement, you will still receive your share of the PAGA Payment and release your PAGA claims.
Object	You can object to the Settlement if you think it is not fair by sending a written objection to the Settlement Administrator or by appearing in person at the time of the Final Approval Hearing. (No. 7 below).
Change Your Address	If your address is different than the address this Notice was mailed to, you must notify the Administrator of your correct address. A Change of Address Form and pre-printed return envelope are included with this Notice. Your Settlement Share payment will be mailed to the address on file with the Administrator.

**THIS NOTICE EXPLAINS YOUR RIGHTS AND THE DEADLINES TO EXERCISE THEM
DEFENDANT SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE AGAINST
ANY CLASS MEMBER FOR EXERCISING THE RIGHTS DESCRIBED IN THIS NOTICE**

1. What is a Class Action? Why Did I Get This Notice?

In a class action, one or more people called Class Representatives, in this case, Don Vasquez (“Plaintiff”), sue a Defendant, in this case, Saputo Cheese USA, Inc. (“Saputo”) on behalf of themselves and other people whom they allege have similar claims. (the “class.”) You are receiving this Notice because Saputo’s records show you worked for the Company in California as a non-exempt employee sometime during the period May 27, 2016 to March 30, 2023 (“Class Period”). Each person receiving this notice is believed to be a “Class Member.”

2. What is this Case About?

Plaintiff filed a lawsuit on May 27, 2020 in Tulare County Superior Court (Case No. VCU282978), seeking restitution, penalties, interest, costs, and attorneys’ fees, for the alleged failure to provide: all earned wages, including final wages; rest and meal periods; accurate wage statements; and reimbursement for business expenses. Plaintiff filed a second lawsuit on August 6, 2020 seeking civil penalties under the California Private Attorneys General Act (“PAGA”) based on the violations alleged above. (Case No. VCU283853). The two lawsuits have been joined together for settlement. (the “Lawsuit”).

Saputo denies all claims made in the Lawsuit and contends it has complied with all laws at all times. The Court has not decided either side is right and the Parties agreed to settle only to avoid the time and costs of litigation.

3. Am I a Class Member or PAGA Group Member?

You are a Class Member if you worked for Saputo in California any time from May 27, 2016 to March 30, 2023 as a non-exempt, or hourly, employee. As a Class Member, you will receive a payment because of this Settlement unless you opt out of the class as described below.

PAGA Group members worked for Saputo in California any time from May 12, 2019 through March 30, 2023 (“PAGA Period”) as a non-exempt, or hourly, employee. If you are a PAGA Group member, you will receive a payment for the PAGA portion of the Settlement whether or not you opt out of the class settlement.

4. Who are the Attorneys for the Class?

COHELAN KHOURY & SINGER

Michael D. Singer/Jeff Geraci
605 C Street, Suite 200
San Diego, California 92101
Telephone: (619) 595-3001
matlas@ckslaw.com

LEBE LAW, APLC

Jonathan M. Lebe/Zachary Gershman
777 S. Alameda Street, Second Floor
Los Angeles, California 90021
Telephone: (213) 358-7046

The Court decided Plaintiff’s attorneys are qualified to represent the Class in this Settlement. You do not need to hire an attorney because Class Counsel represent you, but you may hire your own attorney at your own expense.

5. What Are My Options?

DO NOTHING: If you do nothing, you will receive payment and be bound by the release of Class Action claims stated in this Notice and Settlement.

OPT OUT: If you “opt out,” you remove yourself from the Class Action. If the Court grants final approval of the Class Action Settlement, you will **not** receive any payment, except a share of the PAGA award, if eligible. This is the only way to retain your right to sue Saputo individually for claims covered by the Settlement.

OBJECT: If you want to object to any aspect **OF** the proposed Settlement you can write the Settlement Administrator. If you want to object then you must **not** opt out.

6. How Do I Opt Out or Exclude Myself from the Class Action Settlement?

If you do not want to remain in the Class Action Settlement, then you must sign and mail a written request, postmarked no later than _____, 2024~~3~~ [45] 60 days after Notice mailed] to the Settlement Administrator:

Saputo Class Action Settlement Administrator c/o XXX, Inc.
P.O. BOX _____
Irvine, California 9 _____

The opt-out request must state in substance: “I want to opt out of the Settlement of the case *Vasquez v. Saputo Cheese USA, Inc.* settlement. I understand I will not receive a Settlement Payment described in the Notice of Class Action Settlement.” The request must state your full name and address, and must be signed by you.

Opt out requests postmarked after _____, 2024~~3~~, or that are incomplete or unsigned, will be rejected, and you will be bound by the Settlement and will receive your Settlement payment. Even if you return a valid and timely opt-out request, you will still receive a share of the PAGA Penalties and will release PAGA claims.

7. How Do I Object to the Class Action Settlement?

If you do not opt out, and believe the Settlement should not be finally approved by the Court, you may object in writing or in person. Written objections must state your name, current address, telephone number, dates of employment in California by Saputo, reason(s) for the objection, and the case name and number, *Vasquez v. Saputo Cheese USA, Inc.* Case No. VCU282978. Include any documents which support your objection. Written objections must be mailed to the Settlement Administrator at the address above and served on all counsel listed in this Notice on or before _____, 2024 [6045 days after notice mailed]. You may appear at the Final Approval Hearing to object orally even if you have not objected in writing.

If the Court approves the Settlement you will be bound by all Settlement terms, even if you objected, in the same way as Class Members who do not object.

8. How Does This Settlement Affect My Rights? What are the Released Claims?

After the Court approves the Settlement, unless you exclude yourself, you are staying in the Class and cannot sue, continue to sue, or be part of any other lawsuit against Saputo for the claims released in this Action. You will be bound by the judgment in this Action and you will “give up” or release:

All claims that were or could have been asserted in this Lawsuit or that were based on or arose out of the facts alleged in this Lawsuit, including, claims for failure to provide: minimum, overtime, reporting time, and final wages; compliant rest and meal periods; accurate wage statements; reimbursement of business-related expenses; along with claims for unfair business practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and, civil penalties under Labor Code §§ 2698, *et seq.* based on the violations alleged above. The parties being released are Saputo Cheese USA, Inc., its present and former parents, subsidiaries, affiliates, insurers, successors, assignees, and related entities and their agents.

9. What is the Settlement Amount?

Saputo will pay a Gross *Settlement* Amount of \$2,400,000. The Gross Settlement Amount includes all Settlement payments to Class Members and, subject to Court approval: (a) Settlement Administration Expenses not to exceed \$17,500, (b) Class Representative Service Payment up to \$10,000 to compensate Plaintiff for services undertaken on behalf of the Class, (c) Class Counsel Fees up to \$800,000 (one-third of the Gross Settlement), (d) Class Counsel Costs up to \$35,000, (e) \$120,000 for civil penalties - \$90,000 (75%) paid to California’s Labor Workforce and Development Agency (“LWDA Payment”); and, \$30,000 (25%) paid to Class Members who worked from May 12, 2019 to March 30, 2020. The exact amount of these deductions from the Gross Settlement is subject to court approval.

10. How Much Can I Expect to Receive from the Settlement?

After deducting Court-approved amounts for the payments above, the remaining portion is the “Net Class Settlement Fund” (“NCSF”) estimated at \$1,417,500. Individual Gross Settlement Payments shall be distributed to all Class Members who do not request to be excluded (“Participating Class Members”). The Settlement Administrator will calculate Individual Gross Settlement Payments by dividing the total number of weeks all Class Member worked during the Class Period by the NCSF and multiplying that number by the number of weeks each Class Member worked during the Class Period.

Saputo’s records show you worked _____ Workweeks from May 27, 2016 through March 30, 2023.

Based on this information, you are estimated to receive a payment of <<_____>>, less withholdings, if you do not opt out.

Saputo’s records show you worked _____ Pay Periods during the PAGA Period, May 12, 2019 to March 30, 2023

Based on this information, you are estimated to receive PAGA penalties of <<_____>>. You will receive the PAGA payment whether or not you opt out of the class settlement.

Settlement Payments are allocated 80% to penalties and interest and 20% to wages. You will receive a Form 1099 for the penalty and interest amounts and a Form W-2 for the wage amounts from the Settlement Administrator.

If you believe the information your Settlement or PAGA Payment is based on is incorrect, you must return a written statement signed by you with any information or documents which support your position, with the case name and number, *Vasquez v. Saputo Cheese USA, Inc.* Case No. VCU282978. The Settlement Administrator will

use Saputo's records and the information you provide to resolve any disputes. The Administrator's determination will be final and binding, subject to Court review.

11. When Can I Expect to Receive a Settlement Payment?

You do not need to do anything to receive a Settlement Payment. If you do not opt-out, and there are no objections submitted, your share of the Settlement will be mailed to you about 40 days after the Court grants final approval of the Settlement and enters judgment. **Your share of the Settlement will be mailed to the address the Administrator has on file for you, which is the address where this Notice was mailed. If this address is not right, or if you move after you receive this Notice, you must inform the Settlement Administrator.**

12. The Final Approval Hearing.

The Court will hold a Final Approval Hearing on **xxxx**, 2024, at __:00 a.m., in Department 2 of the Tulare County Superior Court, located at 221 South Mooney Blvd., Visalia, California, to determine whether the Settlement is fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and reimbursement of litigation costs, the Class Representative Service Payment, and the Settlement Administrator's fees and expenses.

The Court may reschedule the Final Approval Hearing without further notice to Class Members, but, any Class Member who has submitted a written objection will be notified by Class Counsel of any rescheduling of the date of the Final Approval Hearing. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend. Should the Court grant Final Approval of the Settlement and enter judgment, the Court's Order approving the Settlement and the Judgment may be viewed on the Administrator's website, www._____.com.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the *Vasquez v. Saputo Cheese Class Action Settlement*.

This Notice does not contain all the proposed terms of settlement or all details of court proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Tulare County Superior Court at the address given above, or you may ask for a free copy from Class Counsel. Materials also appear on the Settlement Administrator's website: www._____.com, and at the Court's website: tulare.courts.ca.gov

PLEASE DO NOT CALL THE COURT, THE JUDGE, DEFENDANT'S SUPERVISORS, MANAGERS, OR ATTORNEYS ABOUT THIS SETTLEMENT

- To receive your Settlement payment as a Participating Class Member, you must not return an opt out request, and your current mailing address must be on file with the Administrator. All Class Members who worked any time during the PAGA Period, will receive a share of the PAGA Payment and release all PAGA claims.
- Settlement Share and PAGA Payment checks will be void 180 days after issued if not deposited or cashed. After 180 days, the Settlement Administrator will forward the unclaimed amount to Legal Aid at Work, legalaidatwork.org, a non-profit organization providing legal services to California workers. If your check is lost or misplaced, contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3

SUMMARY OF TIME AND COSTS
Vasquez v. Saputo Cheese Usa Inc.
Case No. VCU282978
Consolidated with Case No. VCU283853

Total Attorneys' Hours: 547.4
Total Lodestar Fees: \$400,905.00
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	214.4	\$850	\$182,240.00
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	9.3	\$175	\$1,627.50
TOTAL:		306.6		\$250,372.50

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
LEBE LAW, APLC				
Jonathan M. Lebe	2012	109.7	\$800	\$87,760.00
Zachary Gershman	2019	111.1	\$475	\$52,772.50
TOTAL:		220.8		\$140,532.50

<i>Anticipated attorney & paraprofessional time through the final settlement process</i>	20.0	\$500 (Blended)	\$10,000.00
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Total Aggregate Hours: 547.4	Total Lodestar: \$400,905.00
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$ 32,846.72
Lebe Law, APLC	\$0.00
TOTAL COSTS	\$32,846.72

EXHIBIT 4

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	Complex 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
	In House	Photocopies (441@.25)	\$110.25
	Total as of 12/11/23		\$32,752.18
<u>ANTICIPATED FUTURE COSTS</u>			
<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
<i>est</i>	<i>One Legal</i>	<i>Supp Prelim Motion</i>	<i>\$16.37</i>
<i>est</i>	<i>One Legal</i>	<i>Final Approval Motion</i>	<i>\$78.17</i>
	Total Estimated		\$94.54

TOTAL	\$32,846.72
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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 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

* $i_{L/2}$ Years Out of Law School $i_{L/2}$ is calculated from June 1 of each year, when most law students graduate. $i_{L/2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{L/2}$ 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 $i_{L/2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_{L/2}$ 4-7" on June 1, 1999, and tier $i_{L/2}$ 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