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11 and all other similarly-situated and aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF PLACER**

14 DANIEL MARDEN, on behalf of himself
15 and all other similarly-situated and
aggrieved employees,

16 Plaintiff,

17 v.

18 CVS PHARMACY, INC., a Rhode Island
19 Corporation; LONGS DRUG STORES
20 CALIFORNIA, L.L.C.; a California Limited
Liability Company; and DOES 1 through 10,
21 Inclusive,

22 Defendants.

Case No. S-CV-0045902

CLASS AND REPRESENTATIVE ACTION

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

Hearing: October 5, 2023

Time: 8:30 a.m.

Dept: 3

Judge: Hon. Michael Jones

Complaint filed: December 4, 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, counsel of record
3 for Plaintiff Daniel Marden. I submit this Declaration in Support of Final Approval of Class
4 Action Settlement. This Declaration is based on my personal knowledge and if called to testify I
5 could and would competently testify to the matters contained in this Declaration.

6 2. I am a 1990 University of San Diego School of Law graduate, admitted to the
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 12 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 (1997-2023, 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 (2010-2022 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

1 Diego Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer
2 Attorneys of San Diego. I am a past recipient of the Wiley W. Manuel Award for Pro Bono
3 Service. Mr. Singer has served on the Legal Aid at Work Board of Directors since 2011. Mr.
4 Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and
5 currently sits on the Board as past Chair. He completed 24 years of volunteer judicial service as
6 a Judge Pro Tem of the San Diego Superior Court. Since admission to the California Bar,
7 Partner Diana M. Khoury has been a member of the San Diego County Bar Association,
8 Consumer Attorneys of San Diego, Consumer Attorneys of California, and American
9 Association for Justice serving and chairing various committees through the years for these
10 organizations. For six years from 2010 through 2015, Ms. Khoury served on the Board of
11 Directors for Consumer Attorneys of San Diego. Since 2013, Ms. Khoury actively serves on the
12 Board of Directors for the San Diego County Bar Foundation, the 501(c)(3) charitable arm of
13 the San Diego County Bar Association providing access to justice to the underserved and
14 impoverished in the San Diego County region. Our firm's recent pro bono victories include a
15 settlement which prohibits the City of San Diego from targeting homeless people for illegal
16 lodging tickets under Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No
17 04CV-2314 BEN (WMC).) The *Spencer* settlement had the effect of increasing the number of
18 available shelter beds in San Diego.

19 8. Cohelan Khoury & Singer has been certified Class Counsel in the following
20 contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court
21 Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court
22 Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*,
23 Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND*
24 *HOURLY EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of
25 Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*,
26 United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v.*
27 *Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California
28 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,

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

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

1 10. Plaintiff Daniel Marden seeks final approval of a \$745,687.50 wage and hour
2 class and PAGA settlement for 16,428 non-exempt California employees, for whom it was
3 alleged CVS Pharmacy, Inc. and Longs Drug Stores California, LLC (collectively “CVS”), did
4 not calculate sick pay at the correct rate.

5 11. Support for the Settlement is strong. As of filing this Motion, there are no
6 objections and less than one-tenth of one per cent (14) opted out. Participating Class Members,
7 who represent 99.99% of the total possible Settlement Class, can expect to receive an average
8 estimated payment of \$23, and highest payment of \$238.

9 12. Defendants are California retail healthcare companies owned by CVS Health.
10 Plaintiff worked as a cashier in the Auburn store from September 2017 to May 2020 for CVS.
11 Attached as Exhibit 1 is a true and correct copy of the Declaration of Plaintiff Daniel Marden in
12 support of Motion for Preliminary Approval of Class Action Settlement, filed with this Court on
13 April 6, 2023.

14 13. “Class Members” are current and former non-exempt employees of CVS who
15 worked in California who received sick pay and additional compensation in the same pay
16 period, and the regular rate of their sick pay was not adjusted anytime from September 17, 2019
17 to July 24, 2022 (“Class Period”).

18 14. Aggrieved Employees or “PAGA Employees” are Class Members who worked
19 anytime September 17, 2019 to July 24, 2022 (“PAGA Period”).

20 15. On September 17, 2020, Plaintiff filed charges with the California Labor and
21 Workforce Development Agency (“LWDA”). On December 4, 2020, Plaintiff filed a PAGA
22 action alleging CVS failed to provide: all overtime and sick pay wages by failing to include all
23 non-hourly compensation in the regular rate; all rest and meal periods; accurate wage
24 statements; and all final wages.

25 16. Based on the existence of earlier filed cases containing overlapping claims, the
26 Parties agreed, for settlement purposes, the complaint would be amended to limit claims to
27 those arising from the alleged underpayment of sick pay wages, and adding class claims based
28 on those same claims, which was filed on October 18, 2022.

1 17. An employer may calculate sick pay wages in the same manner as overtime
2 wages, using the “regular rate,” or it may “look back” 90 days. Labor Code § 246 (l)(1)(2).
3 CVS calculated sick pay wages in the same manner as overtime. CVS also paid separate “SSK
4 Adjustments,” in later pay periods in an attempt to provide all sick pay wages owed.

5 18. CVS divided the total of all included compensation by all hours an employee
6 worked to determine the regular rate, rather than only by the “nonovertime hours” as Plaintiff
7 contended is required for certain types of “nonhourly compensation” pursuant to *Alvarado v.*
8 *Dart Container Corp.*, (2018) 4 Cal. 5th 542.

9 19. Plaintiff contended CVS underpaid sick pay by failing to include all non-hourly
10 compensation in the regular rate, and dividing total compensation by all hours worked, rather
11 than regular hours, to calculate the regular rate. Additional compensation was referred to as
12 employee awards, incentive, LP Award, Lump Sum Merit, Other Functional Incentive Plan,
13 Pandemic Flat Premium, Pharmacy Incentive Plans, 25 cent premiums, \$1 premiums, \$3
14 premiums, Rx Nite Rate, Store Team Leader Plan, and Sunday Premium. The payments not
15 included were primarily “shift differentials,” and “Functional Incentive” pay (a fixed amount
16 averaging \$10 per shift), Labor Code § 246(l)(1).

17 20. CVS contended the sick pay claim would be dismissed, along with all other
18 claims, which were derivative of that claim. Plaintiff conceded the weight of authority favored
19 CVS’ position, but contended a court might allow class and PAGA claims to proceed.

20 21. A year after settlement, an appellate court found, for the first time, a sick pay
21 claim could serve as a PAGA predicate.

22 22. CVS contended even if the sick pay claim was viable, it added all required
23 compensation when calculating sick pay, and, where necessary, paid additional Adjustments,
24 which fully satisfied its obligation. CVS argued strongly it properly divided total pay by all
25 hours worked to calculate the regular rate, and was not required to use only regular hours by
26 *Alvarado v. Dart*. Plaintiff conceded the shift differentials were arguably not the type of
27 additional compensation contemplated in *Dart*, but contended other amounts CVS paid required
28 division by no more than regular hours.

1 23. Plaintiff contended failure to pay all sick pay supported a claim for failure to
2 provide accurate wage statements, and all final wages. CVS correctly countered that are
3 currently no cases finding this

4 24. Plaintiff conducted sufficient formal and informal discovery to evaluate the
5 strengths and weaknesses of his claims and CVS's defenses, which included requests for
6 production of documents and special interrogatories. After CVS responded to initial discovery,
7 Plaintiff sought further responses and after extended meeting and conferring, the Parties agreed
8 to mediate.

9 25. For mediation, CVS provided a random sample of data for 15% of all employees,
10 September 2019 to February 26, 2022, with a glossary of over 500 additional compensation pay
11 codes. Plaintiff's consultant determined the sample was statistically significant, and calculated
12 the number of pay periods employees sick pay was paid at less than regular rate through
13 mediation, and the total wage underpayment, and extrapolated this for the Class period. Counsel
14 conferred extensively about data, claims, defenses, and settlement issues.

15 26. With significant investigation, research, discovery, and analysis of data by
16 Plaintiff's damages consultant, the Parties mediated with Michael D. Young, Esq., a respected
17 mediator of wage and hour class actions, on March 24, 2022. Before and during mediation, the
18 Parties discussed negotiating a class settlement, and agreed to it during mediation.

19 27. After a day of arms'-length negotiations, the Parties executed a Memorandum of
20 Understanding (MOU), for \$625,000, based on 50,000 pay periods estimated in the class period,
21 with an escalator provision requiring, if actual pay periods increased by more than 10%, the
22 Gross Settlement Amount would increase proportionally (i.e., if pay periods increased 12%,
23 GSA increases by 2%).

24 28. It was later determined there were an estimated 64,655 pay periods in the class
25 period. Based on this, the GSA was increased to \$745,678.50 [$64,655/50,000 = 1.2931$ (actual
26 pp/est pp in MOU) $29.31\% - 10\% = 19.31\%$; $\$625,000 + 19.31\% = \textbf{\$745,687.50}$].

27 29. The Parties negotiated all terms and entered the Class and PAGA Action
28 Settlement Agreement, ("Agreement"), preliminarily approved by this Court on May 4, 2023.

1 30. Subject to Court approval, CVS will pay the Gross Settlement Amount (“GSA”)
2 of \$745,687.50, including: (a) settlement administration costs to Atticus Administration, LLC
3 (“Atticus”), of \$58,983; (b) attorneys’ fees of \$248,562.50 (one-third GSA); (c) actual litigation
4 costs up to \$13,540.00 (; (d) \$10,000 Class Representative Service Payment; and (e) PAGA
5 Payment of \$30,000 [\$22,500 to LWDA (75%), and \$7,500 (25%) to PAGA Employees. CVS
6 will pay the employer’s share of payroll taxes in addition to the GSA.

7 31. Plaintiff consented to apportion fees: 2/3 to Cohelan Khoury & Singer, 1/3 to D.
8 Law, Inc., formerly Davtyan Law Firm, Inc.

9 32. After approved deductions, the estimated \$384,602 Net Settlement Amount
10 (“NSA”) will be distributed pro rata to Participating Class Members based on number of pay
11 periods worked by each in relation to total number of pay periods worked by all.

12 33. The 16,414 Participating Class Members will receive an average estimated
13 payment of \$23, and highest payment of \$238, upon Approval. Plaintiff’s estimated individual
14 settlement amount is \$6. (rounded to nearest dollar).

15 34. The 16,428 PAGA Employees will receive a share of the \$7,500 PAGA
16 Employee Payment based on Pay Periods worked during the PAGA Period, even if they request
17 exclusion, as no right exists to opt out of a PAGA Settlement.

18 35. No portion of the GSA will revert to CVS under any circumstances. After 180
19 days of issuance, the uncashed checks shall be voided and the principal for those uncashed
20 checks shall be transmitted to Legal Aid at Work, a non-profit providing education and
21 representation to employees throughout California.

22 36. Class Settlement Payments are characterized as 90% penalties and interest (Form
23 1099), 10% wages (W-2); PAGA Payments as penalties (Form 1099).

24 37. On May 4, 2023, the Court preliminarily approved the proposed Settlement.

25 38. On June 2, 2023, after searching the National Change of Address database, and
26 updating Class Member addresses, the Settlement Administrator mailed a Class Notice to
27 16,428 Class Members. The Class Notice informed them of (1) the pendency of the Action; (2)
28 proposed settlement terms; (3) automatic payment of Settlement shares if exclusion not

1 requested; (4) released claims; (5) right to object or request exclusion, and (6) date, time and
2 place of the final approval hearing.

3 39. The Class response to the Settlement was extremely favorable. No objections and
4 only fourteen (14) requests for exclusion were received.

5 40. Class Counsel requests attorneys' fees of \$248,562.50, one-third of GSA, and
6 litigation costs of \$13,540. Class Counsel have expended 248.9 hours, a lodestar of \$182,970.
7 Exhibit 2 is a true and correct copy of the Summary of Class Counsel's Time & Costs; Exhibit 3
8 is a true and correct copy of Cohelan Khoury & Singer's Itemization of Costs.

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

14 **California cases:** *Parker v. City of L.A.*, 44 Cal. App. 3d 556, 567-68 (1974) (33.3%);
15 *Tokar v. GEICO*, No. GIC 810166 (San Diego County Super. Ct. July 9, 2004) (approving
16 award of attorney's fees of 33-1/3% of recovery in a wage and hour class action); *Marroquin v.*
17 *Bed Bath & Beyond*, No. RG04145918 (Alameda County Super. Ct. June 22, 2004) (in a wage
18 and hour class action, 33.3%); *Crandall v. U-Haul Int'l, Inc.*, No. BC178775 (Los Angeles
19 County Super. Ct. Aug. 17, 2001) (in a wage and hour class action, 40%); *Davis v. The Money*
20 *Store, Inc.*, No. 99AS01716 (Sacramento County Super. Ct. Dec. 26, 2000) (in a wage and hour
21 class action, awarding 33.3% of \$6,000,000 settlement); *Kenemixay v. Nordstrom, Inc.*, (L.A.
22 County Super. Ct., No. BC318850) (50% award); *Albrecht v. Rite Aid Corp.*, No. 729219 (San
23 Diego County Super. Ct.) (35% award) *Estrada, Alvarez vs. Burrtec Waste Group, Inc., et al.*,
24 San Diego Super. Ct., Case No. 37-2011-00096268-CU-OE-CTL (Hon. Joel M. Pressman –
25 approving attorneys' fees of 33-1/3% of \$2,789,000 in a pre-certification meal violation class
26 action); *White v. Edco Disposal Corp., et al.*, San Diego Super. Ct., Case No. 37-2011-
27 00088803-CU-OE-CTL (Hon. Judith Hayes – approving attorneys' fees of 33-1/3% of
28 \$3,500,000 in a pre-certification meal violation class action).

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

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

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

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

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

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

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

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

3 g) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern
4 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).

5 h) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case
6 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).

7 i) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599
8 (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).

9 j) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case
10 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).

11 k) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court,
12 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).

13 l) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case
14 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).

15 m) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case No.
16 37-2019-00051447 (Hon. Katherine Bacal –attorneys’ fees of 33-1/3% of \$600,000 settlement
in Class and Representative action).

17 n) *Lopez, et al. v. Pacific Gas and Electric Company.*, San Francisco County
18 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).

19 o) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior
20 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).

21 p) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County
22 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).

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

25 r) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior
26 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).

27 s) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No.
28 21STCV18635, (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in
Class and Representative action).

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

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

45. Based on my experience, the experience of my firm, and my research, 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.

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

47. Class Counsel's rates - **Cohelan Khoury & Singer**: Founding Partner Isam C. Khoury - \$925; Managing Partner, Michael D. Singer - \$925; Partner, Jeff Geraci - \$850; **Davtyan Law Firm, Inc.**: Founder and Managing Attorney, Emil Davtyan - \$695) - are warranted based and their years of experience in a highly specialized area of law and is line with those typically approved in wage-and hour class action litigation in California the Laffey Matrix. In fact, the Laffey Matrix would provide for an increase of hourly rates. Attached as Exhibit 4 is a true and correct copy of the Laffey Matrix (accessed September 5, 2023, available at <http://www.laffeymatrix.com/see.html>).

48. If the fee award were calculated using the lodestar, rather than the common fund method, a multiplier of 1.4 would be applied. ($\$248,562.50/\$182,970 = 1.358$).

49. 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]; and, *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 and Representative action].

50. The Settlement allows Class Counsel to recover up to \$20,000 in costs. Counsel seeks \$13,540, in reasonable and necessary costs.

51. Class Counsel provided the LWDA with the Motion for Preliminary Approval and the Agreement. The LWDA did not object. Attached as Exhibit 5 is a true and correct copy of the LWDA Confirmation of Receipt, April 6, 2023.

52. Plaintiff 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 \$10,000. Together, they are more than sufficient.

53. Class Members received notice Plaintiff would request \$10,000. None objected.

54. On the same date this motion and its supporting documents and exhibits are filed with the Court, they will be served upon Defendant and provided to the LWDA via the

1 LWDA's website, using the appropriate intake form. Attached as Exhibit 6 is a true and correct
2 copy of the LWDA confirmation of Receipt.

3 55. I met and conferred with counsel for Defendants regarding the necessity of this
4 motion. As the settlement in this matter must be approved by the Court, the filing of the instant
5 motion is unavoidable.

6 I declare under the penalty of perjury under the laws of the State of California the
7 foregoing is true and correct and this declaration is executed September 8, 2023, in San Diego,
8 California.

9
10 
11 Jeff Geraci

EXHIBIT 1

COHELAN KHOURY & SINGER

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Jeff Geraci (SBN 151519)

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DAVTYAN LAW FIRM, INC.

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Glendale, CA 91203

Telephone: (818) 875-2008/Facsimile: (818) 722-3974

Attorneys for Plaintiff Daniel Marden, on behalf of himself
and all other similarly-situated and aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

DANIEL MARDEN, on behalf of himself
and all other similarly-situated and
aggrieved employees,

Plaintiff,

v.

CVS PHARMACY, INC., a Rhode Island
Corporation; LONGS DRUG STORES
CALIFORNIA, L.L.C.; a California Limited
Liability Company; and DOES 1 through 10,
Inclusive,

Defendants.

Case No. S-CV-0045902

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF DANIEL MARDEN IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Hearing: May 4, 2023

Time: 8:30 a.m.

Dept: 3

Judge: Hon. Michael Jones

Complaint filed: December 4, 2020

Trial date: Not set

1 I, Daniel Marden, declare:

2 1. I am over eighteen years of age. If called as a witness, I could testify to the facts
3 below based on personal knowledge.

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

9 3. I was employed by CVS as a cashier in its Folsom facility September 2017 to
10 May 2020. After my employment ended, I retained the law firms of Cohelan Khoury & Singer
11 and Davtyan Law Firm, Inc. to pursue this case as a PAGA Representative action, and then, as
12 a Class Action. The case challenges CVS's sick pay wage policy.

13 4. Since the case started, I have had many calls, and exchanged many emails with
14 my attorneys, and provided all documents and records they requested about my employment. I
15 also signed documents so my attorneys could request additional records from CVS.

16 5. By filing this lawsuit, I understood I was not only seeking compensation for
17 myself, but for other employees, and doing so would delay any payment I might get for my
18 individual claims, but I agreed to do it to help others who were not aware of their rights, or
19 were afraid to complain for fear of losing their jobs. I understood the lawsuit could continue for
20 years, and require my attention the entire time. I was made aware that as a class representative,
21 I was taking the risk of having a judgment entered for CVS's legal costs if the case were lost.

22 6. I understood by filing my lawsuit, prospective employers could search the
23 internet and see I sued a previous employer, and I could lose job opportunities in the future.

24 7. Despite the risks, I am proud to have my name on the case and to have caused
25 CVS to pay my fellow employees a substantial amount because I filed it.

26 8. To prepare for mediation, I discussed the case in detail with my attorneys,
27 including its potential strengths and weaknesses. I believe my thorough knowledge of CVS's
28 practices helped them to evaluate the claims and assess the potential damages at mediation.

10. I have reviewed and signed the proposed “Class and PAGA Settlement Agreement and Release.” Based on my involvement and the issues and risks involved in this case, I believe the proposed settlement obtained on behalf of the Class is a good result.

11. I understand I am eligible for an award for acting as a class representative, and that this is subject to Court approval. Considering the risks I took and the money other employees will receive as part of this settlement, I believe the requested award of \$10,000 is reasonable.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 16, 2023 in Auburn, California

Daniel Marden
Daniel Marden

EXHIBIT 2

SUMMARY OF TIME AND COSTS
Marden v. CVS Pharmacy, Inc., et al.
Placer County Case No. S-CV-0045902

Total Attorneys' Hours: 248.9
Total Lodestar Fees: \$182,970.00
Total Costs: \$13,540.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	4.5	\$925	\$4,162.50
Michael P. Singer, Managing Partner	1984	31.6	\$925	\$ 29,230.00
Jeff Geraci, Partner	1990	122.3	\$850	\$103,955.00
Amber Worden, Certified Paralegal	N/A	16.2	\$200	\$ 3,240.00
Matthew Atlas, Paralegal	N/A	17.8	\$175	\$ 3,115.00
TOTAL:		192.4		\$143,702.50

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
D. LAW, INC. (Formerly DAVTYAN LAW FIRM, INC.)				
Emil Davtyan	2014	50.5	\$695	\$35,097.50
<i>Post-final approval administration of the settlement</i>		6.0	\$695	\$4,170.00
TOTAL:		56.5		\$39,267.50

Total Aggregate Hours: 248.9	Total Lodestar: \$182,970.00
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$13,540.00
D. Law, Inc.	\$0.00
TOTAL COSTS	\$13,540.00

EXHIBIT 3

Litigation Cost

Marden v. CVS Pharmacy, Inc., et al.

Placer County Superior Court Case No. S-CV-0045902

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
9/17/2020	LWDA	PAGA Fee Notice	\$75.00
11/20/2020	Express Network	Summons; Complaint	\$1,665.50
1/5/2021	Express Network	SOP: Longs Drug Stores CA	\$83.00
1/5/2021	Express Network	SOP: CVS Pharmacy	\$48.00
1/15/2021	Placer County Court	POS of Summons	\$3.95
8/5/2021	Green Filing	CMC Statement	\$5.26
12/15/2021	Judicate West	Mediation Fee 3/24/22	\$6,250.00
4/14/2022	Berger Consulting, Inc.	Statistician	\$3,800.00
6/21/2022	Green Filing	Proposed Stipulation; Proposed Ord	\$26.55
6/22/2022	Green Filing	Notice; Entry of Order	\$5.95
10/12/2022	Green Filing	Proposed Stipulation	\$26.55
10/13/2022	Green Filing	Proposed Stipulation	\$26.55
10/20/2022	Green Filing	Notice; Entry of Order	\$5.95
10/20/2022	Green Filing	Notice; Entry of Order/1st Complain	\$5.95
4/7/2023	Green Filing	Motion; Declarations; Order; POS	\$72.60
4/11/2023	Berger Consulting, Inc.	Statistician	\$1,080.00
4/26/2023	Placer County Court	Document	\$27.50
6/28/2023	Green Filing	Proposed Stipulation; Order	\$31.40
6/30/2023	Green Filing	Notice; Entry of Order	\$10.80
8/25/2023	Placer County Court	Document	\$71.00
<i>Est</i>	<i>Placer County Court</i>	<i>Motion Filing Fee</i>	<i>\$60.00</i>
<i>Est</i>	<i>Green Filing</i>	<i>Motion</i>	<i>\$31.40</i>
	In House	Postage	\$49.95
	In House	Photocopies (309@.25)	<u>\$77.25</u>
	Total:		\$13,540.11

EXHIBIT 4

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
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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)

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

From: [DIR PAGA Unit](#)
To: [Matthew Atlas](#)
Subject: [External] Thank you for your Proposed Settlement Submission
Date: Thursday, April 6, 2023 3:43:37 PM

04/06/2023 03:42:34 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=nyNNyHVndxGIDe sDLGB0eEnZ-GgXh6TqfclaUNLlfr0&s=1ubgqAp1POR7Fa-TcCbYaOJjd_JSRJR sphQsyU5wyWM&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 *

Placer County Superior Co

Court Case Number *

S-CV-0045902

Hearing Date (if any)

05/04/2023

Hearing Time

Hearing Location

Number of aggrieved employees *

16,428

Gross settlement amount *

745,687

Gross penalty amount *

30,000

Penalties to LWDA *

22,500

Date of proposed settlement *

05/04/2023

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. Geraci Dec.pdf

Other Attachment (if any)

[Remove](#)

Choose File 4. Davtyan Dec.pdf

Other Attachment (if any)

[Remove](#)

Choose File 5. Marden Dec.pdf

Other Attachment (if any)

[Remove](#)

Choose File 6. Atticus Dec.pdf

Other Attachment (if any)

[Remove](#)

Choose File 7. 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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EXHIBIT 6