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11 Attorneys for Plaintiffs Antony M. Smith, Omar Ayala, and the Proposed Class

12 *[Additional Counsel, next Page]*

13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF SAN DIEGO – NORTH COUNTY**

15 ANTONY M. SMITH and OMAR AYALA,
16 individuals, on behalf of themselves, and on
17 behalf of all persons similarly situated and
18 aggrieved

Plaintiffs,

19 v.

20 ZODIAC POOL SYSTEMS, LLC, a
21 Delaware limited liability company doing
22 business in California; and Does 1 through
23 50, Inclusive

Defendants.

Case No. 37-2020-00036431-CU-OE-NC

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Earl H. Maas, III, Dept. N-28

CLASS AND REPRESENTATIVE ACTION

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

Hearing Set By Court Order (ROA #31&32)

Date: November 4, 2022

Time: 1:30 p.m.

Dept: N-28

Judge: Hon. Earl H. Maas, III

Filed: October 7, 2020

Trial date: Not set

1 **LAW OFFICES OF SAHAG MAJARIAN II**

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7 Attorneys for Plaintiffs Antony M. Smith, Omar Ayala, and the Proposed Class

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

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

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

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

17 4. I, along with Partner Diana M. Khoury, have been selected by our peers based on
18 ethics, experience and reputation as Super Lawyers in Civil Litigation by the Southern
19 California Super Lawyers Magazine for the years 2012 through the present. Michael D. Singer,
20 Managing Partner, was named to the Daily Journal 2012, 2013, and 2018 list of Top California
21 Labor and Employment Attorneys and selected to the Southern California Super Lawyers in
22 2010, 2012-2019. Mr. Singer was admitted as a fellow to the College of Labor and Employment
23 Attorneys in 2020. I am AV – Preeminent rated by Martindale-Hubbell, as are many attorneys
24 in our firm.

25 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
26 provide the Mandatory Continuing Legal Education activity entitled “Litigating California
27 Class Actions” and has conducted MCLE certified seminars on this topic. Senior Partner,
28 Timothy D. Cohelan, is the author of Cohelan on California Class Actions (1997-2022, updated

1 annually), part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a
2 contributing author on the CEB publication California Wage and Hour Law: Compliance and
3 Litigation (2010-2022 updated annually), in which he wrote the opening chapter overview on
4 California Wage and Hour laws, including the public policy underpinnings for those laws, and
5 the Private Attorneys General Act (PAGA) Claim chapter. He is also a contributing author to
6 the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA
7 litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation Section
8 on wage and hour litigation and has contributed articles on wage and hour and class action
9 issues through the years to numerous California publications.

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

24 7. As a part of our overall firm philosophy lawyers perform community service and
25 pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San
26 Diego Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer
27 Attorneys of San Diego. Partner Jeff Geraci is a past recipient of the Wiley W. Manuel Award
28 for Pro Bono Service. Mr. Singer has served on the Legal Aid at Work Board of Directors since

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

16 8. Cohelan Khoury & Singer has been certified Class Counsel in the following
17 contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court
18 Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court
19 Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*,
20 Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND*
21 *HOURLY EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of
22 Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*,
23 United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v.*
24 *Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California
25 Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the
26 Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*,
27 Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United
28 States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les*

1 *Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-
2 300000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and*
3 *PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart Supermarkets* San Mateo Superior
4 Case No. CIV530955; *Wilcox v Albertsons*, San Diego County Superior Court Case No.
5 GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County*
6 *Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland*
7 *Solutions, Inc.*, United States District Court, Southern District of California Case No.
8 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los
9 Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant*
10 *Corporation, et al.*, San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v.*
11 *CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY*
12 *MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234;
13 *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District
14 Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification);
15 *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No.
16 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County
17 Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*,
18 San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior*
19 *Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California*
20 *Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; *STEROID*
21 *HORMONE PRODUCT CASES*, Los Angeles County Superior Court Case No. JCCP 4363;
22 *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case
23 No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588;
24 *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court Case No.
25 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court,
26 Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los
27 Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*,
28 Unites States District Court, Southern District of California Case No. 16-CV-02749; *Watson v.*

1 *Raytheon Company*, United States District Court, Southern District of California Case No.
2 1OCV0634; and *Weigle v. FedEx Ground Package System, Inc.*, United States District Court,
3 Southern District of California Case No. 06CV1330, among others, as well as being appointed
4 Class Counsel in connection with well over 200 class action settlements.

5 9. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has
6 actively commenced, prosecuted and concluded numerous state and federal class and
7 representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the
8 resolution of over 200 such cases, including the following, which have received court approval:

9 (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County
10 Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A.,*
11 *Inc.*, Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c)
12 *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California,
13 Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYs*, United States
14 District Court, Central District of California, Case No. 18-cv-00415, Hon. David O. Carter; (e)
15 *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court, Case No. BC472891,
16 Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County
17 Superior Court, Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce*
18 *Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu
19 M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court,
20 Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*,
21 Orange County Superior Court, Case No. 2018-01017838; (j) *Klein v. Loomis Armored US,*
22 *LLC*, San Bernardino County Superior Court, Case No. CIVDS1704547, Hon. David Cohn; (k)
23 *Laureano v. The Art of Shaving*, Los Angeles County Superior Court, Case No. BC550093,
24 Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United
25 States District Court, Southern District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey
26 T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No.
27 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development*
28 *Corporation, et al.*, United States District Court, Southern District of California, Case. No. 15-

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

10. Plaintiffs seek final approval of a non-reversionary wage and hour class and Private Attorneys General Act ("PAGA") settlement of \$1,200,000.00. The proposed Settlement will benefit 343 non-exempt California individuals employed by Zodiac at any time

1 from May 27, 2016 through August 2, 2021.

2 11. The Class response to the Settlement was extremely favorable. There were zero
3 objections or requests for exclusion. Class Members will receive payments averaging
4 \$2,147.23, with a highest payment of \$5,636.23, upon Settlement Approval.

5 12. Plaintiff Antony M. Smith worked for Zodiac in California as a non-exempt
6 “Technical Support Level One Advisor” from August 2018 through August 2020.

7 13. Plaintiff Omar Ayala worked for Zodiac in California as a non-exempt
8 “Assembler, Tester, and Builder” from October 2017 through October 2019. On March 2013,
9 Omar Ayala was hired by Grand Effects, Inc. On October 2, 2017, Zodiac acquired Grand
10 Effects, Inc., and retained Mr. Ayala as an employee.

11 14. Zodiac Pool Systems, LLC, a Delaware limited liability company, does business
12 throughout California, including San Diego County, California.

13 15. The Class is defined as all individuals who were employed by Zodiac in any
14 non-exempt position in California at any time during the time period of May 27, 2016 through
15 August 2, 2021 (“Class Period” and/or “Settlement Period”). There are 343 Class Members who
16 worked 35,600 workweeks during the Class Period.

17 16. PAGA Members means all Class Members that worked any time during the time
18 period of March 20, 2019 through August 2, 2021 (“PAGA Period”). The PAGA Members
19 worked a combined 6,450 workweeks during the PAGA Period.

20 17. On May 27, 2020, Plaintiff Ayala filed a class and PAGA complaint in the San
21 Diego County Superior Court (Case No. 37-2020-00017229-CU-OE-CTL) naming Zodiac as
22 Defendant after the requisite 65-day waiting period under the Private Attorneys General Act
23 (“PAGA”) – California Labor Code §2698, *et seq.*, had elapsed, (“Ayala Action”). On July 20,
24 2020, Zodiac removed the Ayala Action to the United States District Court for the Southern
25 District of California, Case No. 20 CV01381-H (MSB).

26 18. On October 7, 2020, Plaintiff Smith filed a class action complaint in the San
27 Diego County Superior Court – North County Division, Case No. 37-2020-00036431-CU-OE-
28 NC naming Zodiac as the Defendant, (Smith Action). The Smith Action alleged substantially

1 similar claims as those alleged in the Ayala Action.

2 19. As a term of the proposed settlement of these cases, a First Amended Complaint
3 was filed on October 1, 2021 in the above-captioned Smith Action incorporating the Class and
4 PAGA claims of both these actions into a single complaint.

5 20. The Parties agreed to mediate with Hon. Michael Latin (Ret.), an experienced
6 and respected wage and hour class action mediator and scheduled mediation for May 4, 2021.

7 21. To prepare, the Parties exchanged documents and data, including relevant
8 policies and procedures for the period through February 8, 2021; time punch details for 12,550
9 shifts worked by Plaintiffs and 33 randomly-selected Class Members.

10 22. In order to allow Plaintiffs to evaluate their claims, Defendant also produced
11 contact information for thirty-three randomly selected class members. Plaintiff also
12 independently had contact information for additional employees. Plaintiff attempted to contact
13 each employee and conducted interviews in order to evaluate the strength and weaknesses of
14 Plaintiffs' claims and the scope and amount of potentially unpaid wages and use of cell phones
15 for work.

16 23. Plaintiffs retained the services of a damages' consultant to evaluate the data for
17 meal and rest periods violations, and the incidence of underpaid wages due to rounding of time
18 worked, and extrapolated those damages to the entire Class.

19 24. With significant investigation, research, informal discovery, and analysis of the
20 data and information by Plaintiffs and their damages consultant, the Parties mediated with
21 Judge Latin on May 4, 2021. After a full day of arms'-length negotiations, the Parties were not
22 able to reach agreement by the end of the day; however, by May 6, 2021 agreement was reached
23 as to the principle terms of the proposed Settlement, and a memorandum of understanding was
24 executed and memorialized in the Class Action and PAGA Settlement Agreement
25 ("Agreement").

26 25. The Parties agreed, subject to Court approval, Defendant will pay \$1,200,000,
27 the Gross Settlement Fund ("GSF"), which includes: (a) attorneys' fees up to \$400,000 (one-
28 third of GSF) to compensate Class Counsel for work performed and work remaining to secure

1 final Court approval; (b) litigation costs of \$13,680.10 (originally estimated in the Agreement to
2 be \$18,500); (c) Class Representative Payments up to \$10,000 to Mr. Smith and Mr. Ayala
3 each, in recognition of bringing the case, work performed, risks undertaken for costs if the case
4 had not successfully concluded, and substantial benefits conferred on absent Class Members,
5 (d) PAGA Payment of \$24,000 [\$18,000 to the LWDA (75%)/ \$6,000 to Aggrieved Employees
6 (25%]); and (e) Simpluris, Inc.'s ("Settlement Administrator") costs of \$7,0000.

7 26. Plaintiff consented to apportion fees: 42.5% to Cohelan Khoury & Singer, 42.5%
8 to Law Offices of Sahag Majarian II, and 15% to Law Office of Matt Blum.

9 27. Defendant will pay employer's share of payroll taxes in addition to GSF and no
10 portion of the GSF will revert to Defendant.

11 28. After all Court-approved deductions from the GSF, the remaining Net Settlement
12 Fund ("NSF") estimated at approximately \$741,319.90 will be distributed to Participating
13 Settlement Class Members and PAGA Members. Individual Settlement Payments will be
14 calculated on a proportional basis based on the number of Work Weeks each Participating
15 Settlement Class Member was employed by Zodiac in California as a non-exempt employee
16 during the Class Period of May 27, 2016 through August 2, 2021 and the number of Work
17 Weeks each PAGA Member was employed by Zodiac in California as a non-exempt employee
18 during the PAGA Period of March 20, 2019 through August 2, 2021.

19 29. The 343 Participating Settlement Class Members will receive an average
20 estimated payment of \$2,161.28, with a highest payment of \$5,673.06, upon Approval. Plaintiff
21 Smith's estimated individual settlement amount is \$2,201.34. Plaintiff Ayala's estimated
22 individual settlement amount is \$2,180.87.

23 30. Checks will be void 120 days after issuance, and any unclaimed amounts will be
24 transferred to the State of California Unclaimed Property Fund, to be held in the name of and
25 for the benefit of such Class Members under California's escheatment laws.

26 31. Each Participating Class Member's Settlement Payment will be characterized
27 50% wages for which an IRS Form W-2 will be issued, and 50% penalties and interest for
28 which IRS Forms 1099 will be issued.

1 32. On June 10, 2022, the Court preliminarily approved the proposed Settlement and
2 Notice Packet for mailing to the Class.

3 33. On July 11, 2022, after searching the National Change of Address database, and
4 updating Class Member addresses, the Settlement Administrator mailed Notice Packets to 343
5 Class Members. The Notice Packet informed them of (1) the pendency of the Action; (2)
6 proposed settlement terms; (3) automatic payment of Settlement shares if exclusion not
7 requested; (4) estimated amount each Participating Settlement Class Members will receive
8 based on eligible weeks worked during the Class and PAGA Period; (5) released claims; (6)
9 right to object or request exclusion, and (7) date, time and place of the final approval hearing.

10 34. The Class response to the Settlement was extremely favorable. No objections
11 and no requests for exclusion were received.

12 35. Nothing has changed since the Court granted Preliminary Approval of the
13 Settlement to negate the presumption of fairness. Class Counsel remains convinced the
14 Settlement is in the Class' best interest.

15 36. Class Counsel requests attorneys' fees of \$400,000, one-third of the GSF, and
16 actual litigation costs of \$13,680.10. To bring this matter to final approval, Class Counsel will
17 have expended 477.5 hours, a lodestar of \$289,4247.50. Additional time and expense will be
18 incurred completing the approval process, including preparing for and appearing at the final
19 approval hearing, answering class member questions following distribution, and working with
20 the administrator and defense counsel to resolve any issues related to distributions. Exhibit 1 is
21 a true and correct copy of the Consolidated Summary of Class Counsel's Hours and Costs;
22 Exhibit 2, a true and correct copy of Cohelan Khoury & Singer's Itemization of Costs.

23 37. Class Counsel's request for one-third of the common fund is in the mid-range of
24 fee awards which commonly range from 20% to 50%, and fair compensation for undertaking
25 complex, risky, time-consuming litigation on a contingent basis for three years, and for the
26 results achieved. Many California state and federal courts routinely approve fee requests equal
27 to or greater than sought here.

28 **California cases:** *Estrada, Alvarez vs. Burrtec Waste Group, Inc., et al.*, San Diego

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

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

1 WL 2196104, at *8 (S.D. Cal. Jun. 1, 2010) (noting 33.33% of common fund for a wage and
2 hour class action settlement “falls within the typical range of 20% to 50% awarded in similar
3 cases”).

4 38. Within the past several years, Cohelan Khoury & Singer has been awarded one-
5 third of a common fund, in the following class and representative action settlements:

6 a) *Luareno v. The Art of Shaving*, Los Angeles County Superior Court, Case No.
7 BC550093 (Hon. Amy D. Hogue – approving attorneys’ fees of 33-1/3% of \$950,000
8 Settlement in a pre-certification wage and hour class action);

9 b) *Ramirez v. Kirkhill-TA CO.*, Los Angeles County Superior Court, Case No.
10 BC557207 (Hon. Kenneth Freeman – approving attorneys’ fees of 33-1/3% of \$1,100,000
11 Settlement in a pre-certification wage and hour class action);

12 c) *Gutierrez v. Benchmark*, San Diego County Superior Court, Case No. 2014-
13 00032287 (Hon. Joel M. Pressman – approving attorneys’ fees of 33-1/3% of \$350,000
14 Settlement in a pre-certification wage and hour class action);

15 d) *Morales v. The Los Angeles Country Club*, Los Angeles County Superior Court,
16 Case No. BC566493 (Hon. William F. Highberger – approving attorneys’ fees of 33-1/3% of
17 \$600,000 settlement in a pre-certification wage and hour class action);

18 e) *Rodriguez v. Healthcare Partner Medical Group, Inc.*, Los Angeles County
19 Superior Court, Case No. BC541313 (Hon. Kenneth Freeman – approving attorneys’ fees of 33-
20 1/3% of \$6,000,000 settlement in a pre-certification wage and hour class action);

21 f) *Smith v. Unionbancal Corp.*, San Francisco County Superior Court, Case No.
22 CGC-11-508019 (Hon. Harold E. Kahn – approving attorneys’ fees of 33-1/3% of \$1,450,000
23 settlement in a pre-certification wage and hour class action);

24 g) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles County Superior Court,
25 Case No. BC487290 (Hon. William F. Highberger – approving attorneys’ fees of 33-1/3% of
26 \$500,000 settlement in a pre-certification wage and hour class action);

27 h) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court, Case
28 No. CIV-DS-1511918 (Hon. Donald Alvarez – approving attorneys’ fees of 33-1/3% of

1 \$3,750,000 settlement in a pre-certification wage and hour class action);

2 i) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court, Case No.
3 BC582743 (Hon. John Shepard Wiley, Jr. – approving attorneys’ fees of 33-1/3% of \$600,000
4 settlement in a pre-certification wage and hour class action);

5 j) *Syed v. M.I. Swaco*, USDC Eastern District of California, Case No. 12-CV-
6 01718 DAD (Hon. Dale A. Drozd – approving fees of 33-1/3% of \$7,000,000 settlement in a
7 precertification wage and hour class action);

8 k) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court, Case
9 No.2013-0043958 (Hon. Kim. G. Dunning – approving attorneys’ fees of 33-1/3% of \$900,000
10 settlement in a pre-certification wage and hour class action);

11 l) *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court, Case No.
12 BC472891 (Hon. Stephanie M. Bowick – approving attorneys’ fees of 33-1/3% of \$1,500,000
13 settlement in a certified wage and hour class action);

14 m) *McGrath v. Wyndham*, USDC Southern District of California, Case No. 15-CV-
15 1631 JM (Hon. Jeffrey T. Miller – approving attorneys’ fees of 33-1/3% of \$7,250,000
16 settlement in a pre-certification wage and hour class action)

17 n) *Arellano v. Container Connection*, Los Angeles County Superior Court, Case
18 No. BC500675 (Hon. Ann I. Jones – approving attorneys’ fees of 33-1/3% of \$1,625,000
19 settlement in a certified wage and hour class action);

20 o) *Nijmeh v. Bon Appetit*, Santa Clara County Superior Court, Case No.
21 16CV294127 (Hon. Thomas E. Kuhnle – approving attorneys’ fees of 33-1/3% of \$1,350,000
22 settlement in a pre-certification wage and hour class action);

23 p) *Vaquero v. Stoneledge*, Los Angeles County Superior Court, Case No.
24 BC522676 (Hon. Elihu M. Berle – approving attorneys’ fees of 33-1/3% of \$3,900,000
25 settlement in a certified wage and hour class action);

26 q) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case
27 No. CIV530955 (Hon. Marie S. Weiner – approving attorneys’ fees of 33-1/3% of \$5,000,000
28 settlement in a certified wage and hour class action);

1 r) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior
2 Court, Case No. BC590913 (Hon. Elihu M. Berle – approving attorneys’ fees of 33-1/3% of
3 \$778,000 settlement in a pre-certification wage and hour class action);

4 s) *Ramos v. Home Depot U.S.A., Inc.*, Alameda County Superior Court, Case No.
5 RG15797737 (Hon. Da Ioana Petrou – approving attorneys’ fees of 33-1/3% of \$2,600,000
6 settlement in a PAGA action);

7 t) *Klein v. Loomis*, San Bernardino County Superior Court, Case No.
8 CIVDS1704547 (Hon. David Cohn – approving attorneys’ fees of 33-1/3% of \$1,014,000
9 settlement in a pre-certification wage and hour class action).

10 u) *Gutierrez v. Southern Counties Oil*, San Diego County Superior Court, Case No.
11 2017-00040850 (Hon. Ronald F. Frazier – approving attorneys’ fees of 33-1/3% of \$637,500
12 settlement in a pre-certification wage and hour class action).

13 v) *Lawson v. Staples*, Los Angeles County Superior Court, Case No. BC542237
14 (Hon. Kenneth R. Freeman – approving attorneys’ fees of 33-1/3% of \$58,275 settlement in a
15 pre-certification wage and hour class action).

16 w) *Hanson v. Leisure Sports, Inc.*, Contra Costa County Superior Court, Case No.
17 MSC17-00078 (Hon. Edward G. Weil – approving attorneys’ fees of 33-1/3% of \$200,000
18 settlement in a pre-certification wage and hour class action).

19 x) *Horton v. Neostrata Company Inc., et al.*, USDC Southern District of California,
20 Case No. 16-CV-2189 JLB (Hon. Anthony J. Battaglia – approving attorneys’ fees of 33-1/3%
21 of \$355,000 settlement in a pre-certification wage and hour class action).

22 y) *Schaffer v. Rady Children’s Hosptial – San Diego, et al.*, San Diego County
23 Superior Court, Case No. 2015-00022978 (Hon. Joel R. Wohlfeil – approving attorneys’ fees of
24 33-1/3% of \$12,500,000 settlement in a certified wage and hour class action).

25 z) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No.
26 2018-01017838 (Hon. Glenda Sanders – approving attorneys’ fees of 33-1/3% of \$175,000
27 settlement in a PAGA action).

28 aa) *Redin v. Accountabilities Professional Group, Et al.*, Orange County Superior

1 Court, Case No. 2017-00929734 (Hon. Glenda Sanders –attorneys’ fees of 33-1/3% of
2 \$255,000 settlement in Class action).

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

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

9 dd) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court, Case
10 No. 37-2019-00051577 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$216,666
11 settlement in Class and Representative action).

12 ee) *Santos, et al. v. National General Management Corp.*, San Bernardino County
13 Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys’ fees of 33-1/3% of
14 \$680,000 settlement in PAGA action).

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

19 gg) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case
20 No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys’ fees of 33-
21 1/3% of \$700,000 settlement in a pre-certification wage and hour class action).

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

25 ii) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case No. 30-
26 2020-01133960 (Hon. Peter J. Wilson – approving attorneys’ fees of 33-1/3% of \$458,991
27 settlement in a pre-certification wage and hour class action).

28 39. If this were a non-representative litigation, the customary fee arrangement would

1 be a contingent percentage basis in the range of one-third to 40% of recovery. Class Counsel's
2 fee request is in line with, if not lower than, awards in similar cases. This also supports the
3 request.

4 40. Unlike Defense counsel, who are regularly paid a fair-market hourly rate, Class
5 Counsel received no compensation for over two years, and no reimbursement of expenses. The
6 contingent representation, and risks of the litigation, fully warrant approval of the fee request.

7 41. If the fee award were calculated using the lodestar, rather than the common fund
8 method, a multiplier of 1.38 would be applied. ($\$400,000/\$289,424.50 = 1.38$). Class Counsel's
9 work to obtain a class settlement was reasonable and necessary and is reflected in the excellent
10 result achieved for Class Members. The requested multiplier is reasonable and less than
11 those approved in Cohelan Khoury & Singer settlements, including the following:

12 a) *McGrath v. Wyndham Resort Dev. Corp.*, (S.D.Cal. Jan. 30, 2018, No.
13 15cv1631 JM (KSC)) 2018 U.S.Dist.LEXIS 16095*24 [Hon. Jeffrey T. Miller – approving
14 attorneys' fees of \$2,416,667, a 4.8 multiplier, one-third of \$7,250,000 settlement in a pre-
15 certification wage and hour class action];

16 b) *Jones v. Abercrombie & Fitch Trading Co.*, (C.D.Cal. Nov. 19, 2018, No.
17 CV 15-0105 JGB (Ex)) 2018 U.S.Dist.LEXIS 198001 *24-25 [Hon. Jesus G. Bernal –
18 approving attorneys' fees of \$2,400,000, a 3.7 multiplier, one-third of \$9,600,000
19 settlement in a pre-certification wage and hour class action];

20 c) *Schaffer v. Rady Children's Hospital – San Diego, et al.*, San Diego County
21 Superior Court, Case No. 2015-00022978 (Hon. Joel R. Wohlfeil – attorneys' fees of
22 \$4,166,666, a 3.98 multiplier, one-third of \$12,500,000 settlement of certified wage and
23 hour class action);

24 d) *Rodriguez v. Healthcare Partner Medical Group, Inc.*, Los Angeles County
25 Superior Court, Case No. BC541313 [Hon. Kenneth Freeman – approving attorneys' fees
26 of \$200,000 and 5.05 multiplier, one-third of \$6,000,000 settlement in a pre-certification
27 wage and hour class action]; and,

28 e) *Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court, Case

No. 2019-00044561 (Hon. Joel R. Wohlfeil – attorneys’ fees of \$500,000, a 3.19 multiplier, one-third of \$1,500,000 settlement in a pre-certification wage and hour class action).

42. 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.

43. Cohelan Khoury & Singer’s practice is limited to litigating class and representative actions on behalf of employees and consumers, and has been appointed Class Counsel or co-Class Counsel in over 200 such cases.

44. As leading attorneys in the field, Class Counsel monitors prevailing market rates and sets billing rates to follow attorneys and staff of comparable skill, qualifications and experience. Class Counsel’s skill and experience support their hourly rates ranging from \$350 to \$900. (Cohelan Khoury & Singer: Founding Partner, Timothy D. Cohelan - \$900; Founding Partner, Isam C. Khoury - \$900; Managing Partner, Michael D. Singer - \$900; Partner, Diana M. Khoury - \$750; Associate, Marta Manus - \$550; Associate, Rosemary C. Khoury - \$350; Former Partner, J. Jason Hill - \$600). These rates are in line with those typically approved in wage-and-hour class action litigation in California, and Cohelan Khoury & Singer attorneys working on this case have recently been approved at these rates in the Superior Courts for the Counties of Alameda (*Bandril/Reyes v. Plastikon Industries*, Case No. RG19038227), Los Angeles (*Torres v. Mercury Plastics, Inc.*, Case No. BC723631), Orange (*Crandall, et al. v. Maxim Healthcare Services, Inc.*, Case No. 2017-00940239), San Diego (*Babouchian, et al. v. Soleil Communications, Inc., et al.*, Case No. 2017-00044756; *Phillips, et al. v. So-Cal Dominoids, et al.*, Case No. 2013-00056664; *Ramirez v Town Park, LLC*, Case No. 2020-00003942), and Santa Clara (*Kebede, et al. v. Wrike, Inc.*, Case No. 20CV366599).

45. The Settlement allows Class Counsel to request up to \$18,500.00 in costs. Counsel seeks reimbursement of actual costs of \$13,680.10. These costs were reasonable and necessary.

46. The settlement of PAGA penalties for \$24,000, of which \$18,000 (75%) will be paid to the LWDA and \$6,000 (25%) to aggrieved employees, is reasonable and appropriate.

1 The Parties negotiated a good faith amount for PAGA penalties, which was not the result of
2 self-interest at the expense of Class Members.

3 47. The Class received notice each Plaintiff would request \$10,000 for “their role as
4 Class Representatives, and for the risks undertaken for the payment of costs in the event the
5 case were lost.” No Class Member objected.

6 48. The LWDA was provided with the Motion for Preliminary Approval and the
7 fully executed Agreement. The LWDA raised no objection to the amount of civil penalties.
8 Attached as Exhibit 3 is a true and correct copy of the LWDA Confirmation of Receipt,
9 February 28, 2022.

10 49. On the same date this motion and its exhibits are filed with the Court, they will
11 be served on Defendant and provided to the LWDA via its website, using the appropriate intake
12 form. Attached as Exhibit 4 is a true and correct copy of the LWDA confirmation of Receipt.

13 I declare under the penalty of perjury under the laws of the State of California the
14 foregoing is true and correct and this declaration is executed October 25, 2022, in San Diego,
15 California.

16
17 
18 Isam C. Khoury

EXHIBIT 1

SUMMARY OF TIME AND COSTS
Smith v. Zodiac Pool Systems, LLC
S.D.S.C. Case No. 37-2020-00036431-CU-OE-NC

Total Hours: 477.5
Total Lodestar Fees: \$289,424.50
Total Costs: \$ 13,680.10

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Timothy D. Cohelan, Founding Partner	1974	1.9	\$900	\$ 1,710.00
Isam C. Khoury, Founding Partner	1974	35.1	\$900	\$ 31,590.00
Michael D. Singer, Managing Partner	1984	24.2	\$900	\$ 21,780.00
Diana M. Khoury, Partner	1987	64.6	\$750	\$ 48,450.00
Marta Manus, Associate	2008	29.9	\$550	\$ 16,445.00
Rosemary C. Khoury, Associate	2020	43.4	\$350	\$ 15,190.00
J. Jason Hill, Former Partner	1995	152.7	\$600	\$ 91,620.00
Amber Worden, Certified Paralegal	N/A	16.2	\$200	\$ 3,240.00
Matthew Atlas, Paralegal	N/A	13.4	\$170	\$ 2,278.00
COHELAN KHOURY & SINGER TOTAL:		381.4		\$ 232,303.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
THE LAW OFFICE OF MATT BLUM				
Matt Blum	2012	71.4	\$525	\$ 37,485.00
THE LAW OFFICE OF MATT BLUM:		71.4		\$ 37,485.00
LAW OFFICES OF SAHAG MAJARIAN II				
Sahag Majarian	1990	24.7	\$795	\$ 19,636.50
LAW OFFICES OF SAHAG MAJARIAN II:		24.7		\$ 19,636.50

Total Aggregate Hours: 477.5			Total Lodestar: \$289,424.50	
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SUMMARY OF TIME AND COSTS
Smith v. Zodiac Pool Systems, LLC
S.D.S.C. Case No. 37-2020-00036431-CU-OE-NC

LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$11,895.10
The Law Office of Matt Blum	\$1,560.00
Law Offices of Sahag Majarian II	\$225.00
TOTAL COSTS	\$13,680.10

EXHIBIT 2

COHELAN KHOURY SINGER

Litigation Costs

Smith v. Zodiac Pool Systems, LLC

S.D.S.C. Case No. 37-2020-00036431-CU-OE-NC

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
3/18/2020	LWDA	PAGA Fee Notice	\$75.00
5/29/2020	One Legal	Complaint/Complex Fee	\$1,492.31
5/29/2020	One Legal	Proof of Service of Summons	\$9.95
6/17/2020	Express Network	SOP: Zodiac Pools	\$48.00
6/23/2020	Express Network	SOP: Fluidra USA	\$208.49
7/7/2020	Express Network	SOP: Fluidra USA, LLC	\$250.00
7/13/2020	One Legal	Proof of Service of Summons	\$9.95
7/14/2020	One Legal	Proof of Service of Summons	\$9.95
10/14/2020	Signature Resolution	Mediation Fee 2/16/21	\$7,450.00
5/9/2021	Berger Consulting, Inc.	Consultant	\$1,050.00
9/2/2021	SDSC	Minute Order	\$1.00
9/22/2021	SDSC	Minute Order; Stipulation; Order	\$30.60
3/1/2022	One Legal	Motion for Appr. Of Class Settlement	\$74.12
3/30/2022	One Legal	Stipulation	\$12.35
6/7/2022	One Legal	Notice; Proof of Service	\$12.87
10/11/2022	One Legal	Notice of Change in Handling Attorney	\$12.87
10/12/2022	One Legal	Notice of Appearance	\$12.87
10/13/2022	One Legal	Stipulation	\$125.60
	In House	Postage	\$21.55
	In House	Photocopies (3,654@.25)	\$913.50
<i>Est.</i>	<i>One Legal</i>	<i>Final Approval Motion</i>	<i>\$74.12</i>
	Total:		\$11,895.10

EXHIBIT 3

From: [DIR PAGA Unit](#)
To: [Matthew Atlas](#)
Subject: [External] Thank you for your Proposed Settlement Submission
Date: Monday, February 28, 2022 12:38:53 PM

02/28/2022 12:38:20 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=bsLixu5aTY-AbpzfLW8ZYtLKNLkSJFAdKvwmZt32MC8&s=obP2yCvQ4OSOpR5Ki9ENGbx3Em2pfRfr5uMDTLwzBto&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 *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *



Your Zip/Postal Code *

Court and Hearing Information

Court *

San Diego Superior – Nort

Court Case Number *

37-2020-00036431-CU-

Hearing Date (if any)

06/10/2022

Hearing Time

1:30 p.m.

Hearing Location

Department –28, 325 Sout

Number of aggrieved employees *

190

Gross settlement amount *

1200000

Gross penalty amount *

24000

Penalties to LWDA *

18000

Date of proposed settlement *

06/10/2022

Proposed Settlement and Other Documents

Proposed Settlement *

1. NOM.pdf

Other Attachment (if any)

2. P's & A's.pdf

Other Attachment (if any)

[Remove](#)

3. Khoury Dec.pdf

Other Attachment (if any)

[Remove](#)

4. Majarian Dec.pdf

Other Attachment (if any)

[Remove](#)

5. Blum Dec.pdf

Other Attachment (if any)

[Remove](#)

6. Ayala Dec.pdf

Other Attachment (if any)

[Remove](#)

7. Smith Dec.pdf

Other Attachment (if any)

[Remove](#)

8. Simpluris Dec.pdf

Other Attachment (if any)

[Remove](#)

9. Proposed 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.

EXHIBIT 4