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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

ANGELYNA CELIO, MATTHEW
LYTLE, ROBERT MARTIN, and DONELL
FORT, on behalf of themselves and others
similarly situated

Plaintiffs,

v.

AIR INTERNATIONAL US, INC., a
Delaware Corporation; and DOES 1
Through 10, inclusive,

Defendants.

Case No. RG21098764

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Rebekah Evenson
Department 24

CLASS AND REPRESENTATIVE ACTION

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

Hearing Set by February 2, 2024 Court Notice

Date: April 11, 2024

Time: 9:00 a.m.

Dept: 24

Judge: Hon. Rebekah Evenson

Complaint filed: May 10, 2021

Trial Date: Not Set

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

2 1. I am a Founding Partner in the law firm Cohelan Khoury & Singer, co-counsel of
3 record for Plaintiffs Angelyna Celio, Matthew Lytle, Robert Martin, and Donell Fort. The
4 following facts are within my personal knowledge and I could and would competently testify to
5 them.

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

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

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

24 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
25 provide the Mandatory Continuing Legal Education activity entitled “Litigating California Class
26 Actions” and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.
27 Cohelan, is the author of Cohelan on California Class Actions (1997-2023, updated annually),
28 part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing

author on the CEB publication California Wage and Hour Law: Compliance and Litigation (2010-2023, updated annually), in which he wrote the opening chapter overview on California Wage and Hour laws and the Private Attorneys General Act (PAGA) Claim chapter. He is also a contributing author to the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation Section on wage and hour litigation and have contributed articles on wage and hour and class action issues through the years to numerous California publications.

6. Prior to COVID-19, Mr. Singer typically lectured several times per year for continuing education courses on wage and hour and class action issues at events in San Diego, Orange County, Los Angeles, and San Francisco. For over twelve years, he has served as wage and hour amicus co-chair and liaison for the California Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the California Supreme Court and Courts of Appeal.

7. Mr. Singer has been engaged in the practice of labor and employment law since 2000, handling well over 300 wage and hour class and PAGA actions and several individual labor cases. He has litigated several types of employment actions, including complex ERISA employee welfare benefit plan cases, as well as wage and hour class actions before Federal and State Courts in California. In 2014, Mr. Singer tried a wage and hour class action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v Penske Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers.

8. Mr. Singer has participated in over 50 appellate cases and argued writs and appeals before several California District Courts of Appeal, arguing for plaintiffs on rehearing in *Brinker International Inc. v. Superior Court* before the Fourth District Court of Appeal, as well as federal appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In addition, Mr. Singer has drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in employment class and individual actions. As co-Class Counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly reported at (2008)165 Cal.App.4th 25], Mr. Singer argued before the

1 Fourth District Court of Appeal in May 2008 on transfer from the California Supreme Court,
2 and co-authored the successful Petition for Review. My firm has successfully tried class cases,
3 obtained appellate reversals of class certification denials (*Hicks v. Kaufman and Broad*, (2001)
4 89 Cal.App.4th 908), certified multiple wage and hour class.

5 9. As a part of our overall firm philosophy lawyers perform community service and
6 pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San
7 Diego Volunteer Lawyer Program, the San Diego County Bar Foundation, and Consumer
8 Attorneys of San Diego. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers
9 Program from 2015-2018, and currently sits on the Board as past Chair. He completed 24 years
10 of volunteer judicial service as a Judge Pro Tem of the San Diego Superior Court. Mr. Singer
11 has served on the Legal Aid at Work Board of Directors since 2010. Partner Diana M. Khoury
12 has been a member of the San Diego County Bar Association, Consumer Attorneys of San
13 Diego, and Consumer Attorneys of California, serving and chairing various committees through
14 the years for these organizations. Partner Maggie Realin has volunteered at the Legal Aid
15 Society of San Diego where she advised clients on preparing and filing civil restraining orders
16 and answers to unlawful detainer, for which she was awarded a Wiley B. Manuel Award for Pro
17 Bono Legal Services in 2010. Partner Jeff Geraci is a past recipient of the Wiley W. Manuel
18 Award for Pro Bon Service. Our firm's pro bono victories include a settlement which prohibits
19 the City of San Diego from targeting homeless people for illegal lodging tickets under Penal
20 Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).)
21 The *Spencer* settlement had the effect of increasing the number of available shelter beds in San
22 Diego.

23 10. Cohelan Khoury & Singer has been certified Class Counsel in the following
24 contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court
25 Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court
26 Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*,
27 Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND*
28 *HOOR EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of

1 Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*,
2 United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v.*
3 *Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California
4 Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the
5 Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*,
6 Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United
7 States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les*
8 *Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-
9 30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and*
10 *PICS L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart Supermarkets San Mateo Superior*
11 *Case No. CIV530955; Wilcox v Albertsons*, San Diego County Superior Court Case No.
12 GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County*
13 *Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland*
14 *Solutions, Inc.*, United States District Court, Southern District of California Case No.
15 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los
16 Angeles County Superior Court Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant*
17 *Corporation, et al.*, San Diego County Superior Court Case No. GIC834348; *KEMP, et al. v.*
18 *CSEA, et al.*, Circuit Court of the First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY*
19 *MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234;
20 *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District
21 Court, Central District of California Case No.11CV07196 (FLSA Conditional Certification);
22 *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No.
23 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County
24 Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*,
25 San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior*
26 *Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California*
27 *Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; *STEROID*
28 *HORMONE PRODUCT CASES*, Los Angeles County Superior Court Case No. JCCP 4363;

1 *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case
2 No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588;
3 *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court Case No.
4 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court,
5 Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los
6 Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*,
7 Unites States District Court, Southern District of California Case No. 16-CV-02749; *Watson v.*
8 *Raytheon Company*, United States District Court, Southern District of California Case No.
9 1OCV0634; and *Weigele v. FedEx Ground Package System, Inc.*, United States District Court,
10 Southern District of California Case No. 06CV1330, among others, as well as being appointed
11 Class Counsel in connection with well over 250 class action settlements.

12 11. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has
13 actively commenced, prosecuted and concluded numerous state and federal class and
14 representative actions. Since 2016, our firm has played a central role in the resolution of over
15 300 such cases, including the following, which have received court approval: (a) *Arellano, et al.*
16 *v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court, Case
17 No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles
18 County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v. Conair*
19 *Corporation*, United States District Court, Southern District of California, Case No. 13-CV-
20 1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYs*, United States District Court, Central
21 District of California, Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO*
22 *Enterprises, Inc.*, Los Angeles County Superior Court, Case No. BC472891, Hon. Stephanie M.
23 Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case No.
24 CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los
25 Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway*
26 *Academy of Hair Design, Inc.*, San Diego County Superior Court, Case No. 2014-00026517,
27 Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court,
28 Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County

1 Superior Court, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of*
2 *Shaving*, Los Angeles County Superior Court, Case No. BC550093, Hon. Amy D. Hogue; (l)
3 *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court,
4 Southern District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m)
5 *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958,
6 Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et*
7 *al.*, United States District Court, Southern District of California, Case. No. 15-CV-1631 JM,
8 Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior
9 Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles*
10 *Country Club*, Los Angeles County Superior Court, Case No. BC566493, Hon. William F.
11 Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara County
12 Superior Court, Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v. Aramark*
13 *Services, Inc.*, Santa Clara County Superior Court, Case No. 2015-1-CV-288310, Hon. Brian C.
14 Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court, Case No.
15 CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, USDC, Northern District of
16 California, Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v. ESA*
17 *Management*, USDC, Central District of California, Case No. 14-CV-5767, Hon. Dale S.
18 Fischer; (v) *Rodriguez v. Healthcare Partner Medical Group, Inc.*, Los Angeles County
19 Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*,
20 Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x)
21 *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No.
22 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*,
23 San Diego County Superior Court Case No. 337-2015-00022978, Hon. Joel R. Wohlfeil; (z)
24 *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court, Case No. CGC-
25 10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County
26 Superior Court, Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*,
27 USDC, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc)
28 *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No.

1 BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC,
2 Southern District Of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v.*
3 *Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon.
4 William F. Highberger; Among Others.

5 12. Plaintiffs Angelyna Celio, Matthew Lytle and Robert Martin (“Plaintiffs”) seek
6 final approval of a \$600,000.00 non-reversionary wage and hour class and Private Attorney
7 Generals’ Act (PAGA) settlement with Defendant Air International (US), Inc. (“Defendant” or
8 “AIUS”).

9 13. Support for the Settlement is strong. There are no objections, and with only three
10 (3) Class Members requesting exclusion, a participation rate of 99.69%. Settlement Class
11 Members can expect to receive an average estimated payment of \$319, and highest payment of
12 \$1,900. The Class Representatives are estimated to receive \$185 (Angelyna Celio), \$247
13 (Matthew Lytle), \$247 (Robert Martin), and \$370 (Donell Fort) (Rounded to nearest dollar
14 amount).

15 14. AIUS is a division of Air International Thermal Systems, founded in Australia in
16 1967. AIUS designs, develops, and supplies thermal systems, and offers HVAC, engine cooling,
17 and thermal control systems to the automotive market. AIUS has its primary office in Auburn
18 Hills, Michigan. AIUS didn’t have any employees in California until January 2020.

19 15. Plaintiff Angelyna Celio was employed from June 2020 through January 2021
20 and worked near the start of the production line wrapping HVAC condensers and evaporators
21 with seals. Plaintiff Matthew Lytle was employed from June 2020 through December 2020 in
22 the position of assembly line crew employee building HVAC units. Plaintiff Robert Martin was
23 employed from October 2020 through March 2021 as warehouse lead, driving a forklift, loading
24 and unloading trucks, and generally keeping the production line moving. Plaintiff Donell Fort
25 was employed from March 2020 through December 2020 as a line tech, responsible for
26 assembling HVAC units and boxes for a lineup. Attached as Exhibits 1-4 are true and correct
27 copies of the Declarations of Plaintiffs Angelyna Celio (Exh. 1), Matthew Lytle (Exh. 2),
28 Robert Martin (Exh. 3), and Donell Fort (Exh. 4) filed with this Court on March 7, 2023.

1 16. The Class Members were all hourly, non-exempt employees of Defendant in
2 California from May 10, 2017 through March 7, 2023 (“Class Period”).

3 17. The Aggrieved Employees were all hourly, non-exempt employees of Defendant
4 in California from May 10, 2020 through March 7, 2023 (“PAGA Period”).

5 18. Plaintiffs’ counsel formally requested Plaintiffs’ personnel files. AIUS produced
6 the requested documents.

7 19. On March 16, 2021, Plaintiffs Celio and Lytle filed a PAGA Notice with the
8 Labor and Workforce Development Agency (“LWDA”) advising of their intent to pursue claims
9 on behalf of all allegedly Aggrieved Employees. On April 2, 2021, Plaintiffs Martin and Fort
10 filed a PAGA Notice with the LWDA advising of their intent to pursue claims on behalf of the
11 allegedly Aggrieved Employees.

12 20. On May 10, 2021, Plaintiffs filed their initial Class Action Complaint, asserting
13 claims for: (1) failure to pay minimum, regular, or overtime wages for all hours worked (Cal.
14 Labor Code §§ 510, 1194, 1194.2, 1197.2); (2) failure to provide compliant meal periods (Cal.
15 Labor Code §§ 226.7, 512, and IWC Wage Orders); (3) failure to authorize and permit paid rest
16 periods (Cal. Lab. Code § 226.7 and IWC Wage Orders; (4) failure to provide accurate itemized
17 wage statements (Cal. Labor Code § 226); (5) failure to timely pay all wages due at separation
18 (Cal. Labor Code § 203); (6) failure to reimburse business expenses (Cal. Lab. Code § 2802);
19 violation of the unfair competition law (Cal. Business & Professions Code §§17200, *et seq.*).

20 21. On June 7, 2021, Plaintiffs filed a First Amended Class Action Complaint and
21 Representative Action (“FAC”), adding claims for PAGA civil penalties for all underlying
22 Labor Code claims alleged in their initial complaint (specifically, causes of action 8-13 of the
23 FAC). Additionally, Plaintiffs sought PAGA civil penalties for failure to maintain a reasonably
24 comfortable temperature and failure to provide one day’s rest in seven (causes of action 14-15
25 of the FAC).

26 22. Plaintiff Celio served AIUS with formal discovery including special
27 interrogatories. The Parties engaged in meet and confer efforts and decided to attempt to resolve
28 Plaintiffs’ claims through mediation.

23. The Parties agreed to mediate and participated in mediation on December 8, 2022 with Steve Rottman. In preparation for mediation, Plaintiffs requested and AIUS produced documents and data for the Class Period and PAGA Period, including: (1) employee handbooks and policies relevant to Plaintiffs' claims; (2) number of current and former putative class members and Aggrieved Employees; (3) aggregate number of workweeks; (4) aggregate number of pay periods; (5) timekeeping and payroll records for twenty-five percent of the Class; (6) amount of meal and rest period premium wages paid; (7) itemized wage statements; (8) records showing total wages paid, including overtime, double-time, and bonus wages; and (9) average hourly rate of pay for Class Members.

24. Subject to Court Approval, AIUS will pay the Gross Settlement Amount ("GSA") of \$600,000, which includes: (a) attorneys' fees of \$200,000 (one-third of GSA); (b) actual litigation costs of \$15,760; (c) Class Representative Service Award payments of \$7,500 to each of the Plaintiffs (\$30,000 total); (d) \$25,000.00 in PAGA Payment (with \$18,750/75% payable to the LWDA, and \$6,250/25% payable to the Aggrieved Employees); and (e) Settlement Administration Costs not to exceed \$15,000. AIUS will pay the employer's share of payroll taxes in addition to the GSA.

25. Plaintiffs gave written consent to apportion fees between Class Counsel as follows: 60% to Cohelan Khoury & Singer / 40% to Stonebrook Law.

26. After Court-approved deductions, the estimated Net Settlement Amount ("NSA") of \$314,240 will be distributed pro-rata to Class Members based on the number of Workweeks worked during the Class Period. Khoury Decl. ¶.

27. Settlement Class Members will receive average estimated payments of \$319, and highest payment of \$1,900. (Rounded to nearest dollar).

28. Aggrieved Employees will divide the 25% PAGA payment based on number of Workweeks worked during the PAGA Period whether they opt out or not

29. Settlement payments are allocated One-Third (1/3) to wages, with normal payroll deductions taken and IRS W-2 Forms issued, and, Two-Thirds (2/3) interest and penalties with IRS 1099 Forms issued.

1 30. Settlement Payment checks uncashed 180 days after issuance will be sent to cy
2 pres recipient, California Rural Legal Assistance, Inc. (<https://crla.org/about-crla>), a non-profit
3 providing free legal services to low-income residents of California's rural counties.

4 31. The Settlement was preliminarily approved on October 19, 2023.

5 32. On November 20, 2023, after receiving a data file from Defendant, and searching
6 the National Change of Address database and updating Class Member addresses, the Settlement
7 Administrator mailed a Class Notice to 989 Class Members, informing them of (1) the
8 pendency of the Action; (2) proposed settlement terms; (3) automatic payment of Settlement
9 shares if exclusion not requested; (4) released claims; (5) right to object or request exclusion,
10 and (6) date, time and place of the final approval hearing, with notice the hearing may be
11 rescheduled by the Court without further notice.

12 33. After the Court granted Preliminary Approval of the Settlement and Notice was
13 mailed to the Class, the matter was reassigned and Final Approval hearing rescheduled. On
14 September 8, 2023, the Settlement Administrator mailed a corrective postcard to Class
15 Members with the correct Final Approval hearing date and department, April 11, 2024 in
16 Department 24.

17 34. The Class response to the Settlement was extremely favorable. No objections and
18 only three (3) requests for exclusion were received.

19 35. Class Members who do not timely file a Request for Exclusion, will release all:

20 Claims alleged in Plaintiffs' Complaint and First Amended Complaint, as well as
21 all any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
22 expenses, attorney's fees, damages, action or causes of action of whatever kind or
23 nature, whether known or unknown, contingent or accrued, under any legal theory
24 under federal and state law that were or reasonably could have been brought
25 based on the facts alleged in any version of the complaints filed in the Action
26 and in the LWDA Letters submitted to the LWDA by Plaintiffs, regardless of
27 theory of recovery, including: claims under California Labor Code sections 201,
28 202, 203, 204, 206, 210, 218, 218.5, 226, 226.7, 227, 245 et seq., 510, 511, 512,
 515, 517, 551-556, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; the
 California IWC Wage Orders; the Fair Labor Standards Act (29 U.S.C. Section
 201, et seq.); and California Business and Professions Code section 17200, *et seq.*
 The Released Class Claims shall apply to all Class Members who do not timely
 file a Request for Exclusion.

1 36. Aggrieved Employees will release all:

2 Claims or causes of action under the Private Attorneys General Act, Labor Code
3 section 2699 et seq. of whatever kind or nature which occurred during the PAGA
4 Period that were or reasonably could have been brought based on the facts alleged
5 in any version of the complaints filed in the Action and in the L WDA Letters
6 submitted to the LWDA by Plaintiffs, regardless of theory of recovery, including
7 but not limited to, any alleged violations of or relief under California Labor Code
sections 201,202,203,218.5, 218.6, 226, 226.3,226.7, 245 et seq., 510 ,512, 551,
552, 558, 1182.12, 1194, 1194.1,1194.2, 1197, 1197.1,1198, 2800, 2802, and the
applicable provisions of the applicable IWC Wage Orders.

8 37. Class Counsel requests attorneys' fees of \$200,000, one-third of GSA, and
9 litigation costs of \$15,760. Counsel have expended 169.3 hours, a \$110,329.00 lodestar. Exhibit
10 5 is a true and correct copy of the Consolidated Summary of Class Counsel's Time & Costs;
11 Exhibit 6 is a true and correct copy of Cohelan Khoury & Singer's Lodestar Task Sheet; Exhibit
12 7 is a true and correct copy of Cohelan Khoury & Singer's Itemization of Costs.

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

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

1 action); *White v. Edco Disposal Corp., et al.*, San Diego Super. Ct., Case No. 37-2011-
2 00088803-CU-OE-CTL (Hon. Judith Hayes – approving attorneys’ fees of 33-1/3% of
3 \$3,500,000 in a pre-certification meal violation class action).

4 **Federal cases:** *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL
5 1230826, at *28 (N.D. Cal. April 1, 2011) (approving fee that amounted to 42% of common
6 fund in wage and hour class action); *Vasquez v. Coast Valley Roofing*, 266 F.R.D. 482, 491-93
7 (wage-and-hour action putative class-action settlement where court approved award of
8 attorneys’ fees in the amount of 33.3% of the common fund); *In re Ampicillin Antitrust Litig.*,
9 526 F. Supp. 494 (D.D.C. 1981) (45%); *Beech Cinema, Inc. v. Twentieth-Century Fox Film*
10 *Corp.*, 480 F. Supp. 1195(S.D.N.Y. 1979), aff’d, 622 F.2d 1106 (2d Cir. 1980) (in a Sherman
11 Act case, approximately 53%); *In re Heritage Bond*, 2005 WL 1594389, at *20 (C.D. Cal. June
12 10, 2005) (award of attorneys’ fees of one-third of \$27,783,000-the Settlement Fund is fair and
13 reasonable); *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM (SHx), 2008
14 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (awarding 34% in fees of common fund); *Martin*
15 *v. FedEx Ground Package Sys., Inc.*, No. C06-6883 VRW, 2008 WL 5478576, at *8 (N.D. Cal.
16 Dec. 31, 2008) (truck driver meal break class action where the court approved attorneys’ fees of
17 1/3 of common fund); *Singer v. Becton Dickinson & Co.*, No. 08-CV-821-IEG (BLM), 2010
18 WL 2196104, at *8 (S.D. Cal. Jun. 1, 2010) (noting 33.33% common fund award for wage and
19 hour class settlement “falls within the typical range of 20% to 50% awarded in similar cases”).

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

22 a) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No.
23 2018-01017838 (Hon. Glenda Sanders – approving attorneys’ fees of 33-1/3% of \$175,000
24 settlement in a PAGA action).

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

28 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).

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

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

5 g) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern
6 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).

7 h) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case
8 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).

9 i) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599
10 (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).

11 j) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case
12 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).

13 k) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court,
14 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).

15 l) *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 m) *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 n) *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 o) *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 p) *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 q) *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 r) *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).

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

t) *Foley, et al. v. Yuen;s Enterprise Obe, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVDSl912925 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3% of \$2,824,090.50 settlement in Class and Representative action action).

40. If the fee award were calculated using lodestar, rather than a common fund percentage, a multiplier of 1.81 would be applied. ($\$200,000/\$110,329 = 1.81$). Class Counsel’s work was reasonable and necessary and reflected in the excellent result achieved.

41. Cohelan Khoury & Singer has been awarded multipliers of under 2.0 in numerous cases, and in fact, far greater multipliers: *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 Hosptial – San Diego, et al.*, San Diego County Superior Court, Case No. 2015-00022978 (Hon. Joel R. Wohlfeil – approving attorneys’ fees of \$4,166,666 and **3.98 multiplier**, one-third of \$12,500,000 settlement in a certified wage and hour class action); *Rodriguez v. Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case No. BC541313] Hon. Kenneth Freeman – approving attorneys’ fees of \$2,000,000 and **5.05 multiplier**, one-third of \$6,000,000 settlement in a pre-certification wage and hour class action]; *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior Court, Case No. 2021-00309030 [Hon. Jill H. Talley – approving attorneys’ fees of \$3,000,000 and **7.99 multiplier**, one-third of \$9,000,000 settlement in a pre-certification wage and hour class action]; *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No. 21STCV18635 [Hon. Elihu M. Berle – approving attorneys’ fees of \$216,666.67 and **3.49 multiplier**, one-third of \$650,000 settlement in a pre-certification wage and hour class action]; and *Myers, et al. v. Blue Shield of California Life & Health Insurance Company, et al.*, Los

1 Angeles County Superior Court, Case No. 19STCV09341 [Hon. Yvette M. Palazuelos –
2 approving attorneys’ fees of \$936,666 and **2.41 multiplier**, one-third of \$2,900,000 settlement
3 in a pre-certification wage and hour class action].

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

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

11 44. Based on my experience, the experience of my firm, and my research, Class
12 Counsel’s skill and experience support their hourly rates and are in line with rates typically
13 approved in California wage and hour class actions.

14 45. Class Counsel’s skill and experience support their hourly rates and are in line
15 with rates typically approved in California wage and hour class actions and previously awarded
16 to Class Counsel in many courts, including this one. Cohelan Khoury & Singer’s practice is
17 limited to litigating class and representative actions on behalf of employees and consumers, and
18 the firm has been appointed Class Counsel or co-Class Counsel in over 300 such cases.

19 46. Class Counsel’s skill and experience support their hourly rates: **Cohelan**
20 **Khoury & Singer**: Founding Partner, Isam C. Khoury - \$925; Managing Partner, Michael D.
21 Singer - \$995; Associate, Marta Manus - \$700; Associate, Rosemary C. Khoury - \$500; Former
22 Partner, J. Jason Hill - \$700; **Stonebrook Law**: Founder and Managing Attorney, Joseph
23 Tojarieh - \$675. These rates are in line with those typically approved in California wage-and
24 hour class action litigation. In fact, the Laffey Matrix would provide for an increase of hourly
25 rates. (**Cohelan Khoury & Singer**: Founding Partner, Isam C. Khoury, 20+ years’ experience -
26 \$997; Managing Partner, Michael D. Singer, 20+ years’ experience - \$995; Associate, Marta
27 Manus, 11-19 years’ experience - \$829; Former Partner, J. Jason Hill, 20+ years’ experience -
28 \$995; **Stonebrook Law**: Founder and Managing Attorney, Joseph Tojarieh, 11-19 years’

1 experience - \$829.). Attached as Exhibit 8 is a true and correct copy of the Laffey Matrix
2 (accessed March 12, 2024, available at <http://www.laffeymatrix.com/see.html>).

3 47. Class Counsel seeks \$15,760 in reasonable and necessary actual costs.

4 48. Plaintiffs more than satisfied their obligation to protect the interests of the Class
5 and place them above their own. Plaintiffs accepted the risk of judgment for Defendants' costs
6 and potential loss of future employment opportunities. Each had individual claims which they
7 did not pursue, or abandoned, to serve only as representatives of other employees, although,
8 unlike those employees, Plaintiffs were required to give a general release of all claims of any
9 kind, including a section 1542 waiver.

10 49. The Class received notice Plaintiffs requested \$7,500 each "to compensate them
11 for service and extra work provided on behalf of the Class Members." No Class Member
12 objected.

13 50. On the same date this motion and its supporting documents are filed with the
14 Court, they will be served upon Defendant and provided to the LWDA via the LWDA's
15 website, using the appropriate intake form. Attached as Exhibit 9 is a true and correct copy of
16 the LWDA confirmation of Receipt.

17 I declare under the penalty of perjury under the laws of the State of California the
18 foregoing is true and correct and this declaration is executed March 15, 2024, in San Diego,
19 California.

20 

21 _____
Isam C. Khoury

EXHIBIT 1

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Attorneys for Plaintiffs Angelyna Celio, Matthew Lytle, Robert Martin, and Donell Fort on behalf of themselves and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

ANGELYNA CELIO, MATTHEW LYTLE,
ROBERT MARTIN, and DONELL FORT,
on behalf of themselves and others similarly
situated

Plaintiffs,

v.

AIR INTERNATIONAL US, INC., a
Delaware Corporation; and DOES 1
Through 10, inclusive,

Defendants.

Case No. RG21098764

ASSIGNED FOR ALL PURPOSES TO:

The Honorable James Reilly
Department 25

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF ANGELYNA CELIO IN
SUPPORT OF MOTION FOR ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, AND SETTING A FINAL
APPROVAL HEARING DATE**

Hearing Information

Date: August 16, 2023

Time: 3:00 p.m.

Dept: 25

Judge: Hon. James Reilly

Reservation No: 405363008773

Complaint filed: May 10, 2021

Trial Date: Not Set

1 I, Angelyna Celio, declare as follows:

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

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

13 3. From approximately June 9, 2020 through approximately January 7, 2021, I
14 worked for Defendant Air International US, Inc. I was an hourly non-exempt assembly line
15 crew employee, working primarily near the start of the production line wrapping HVAC
16 condensers and evaporators with seals.

17 4. After my employment ended, I retained the law firms of Cohelan Khoury &
18 Singer and Stonebrook Law to pursue this case as a proposed wage and hour Class and PAGA
19 Representative action. I contended some of Air International's policies and procedures were
20 unlawful, including not paying me all regular and overtime wages owed and not providing me
21 with all meal and rest breaks, which directly led to Air International's failure to provide me
22 with accurate wage statements and all wages owed to me upon my separation from the
23 company. I also contended that Air International failed to maintain a reasonably comfortable
24 temperature in the work environment for me and other employees to work in and did not
25 reimburse me for expenses related to using my personal cell phone for work-related purposes,
26 such as communicating with coworkers and with management.

27 5. While deciding whether to pursue a case against Air International, and since my
28 claims were filed with the Labor and Workplace Development Agency ("LWDA") and in this

1 lawsuit almost two years ago, I have had many calls with my attorneys, and exchanged many
2 emails with them, and provided all the documents and records they requested about my
3 employment, including earnings statements. I also signed documents, so that my attorneys
4 could request additional employment and payroll records from Air International.

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

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

10 8. Despite the risks, I am proud to have my name on the case and to have caused
11 Air International to pay my fellow employees a substantial amount because I filed it.

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

18 10. To prepare for mediation, in December 2022, I discussed the case in detail with
19 my attorneys, including its potential strengths and weaknesses. I believe my thorough
20 knowledge of Air International's practices helped them to evaluate the claims, assess the
21 potential damages, and develop persuasive presentations for the mediation.

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

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

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

5 14. My involvement in this case includes: (1) searching for and finding an attorney
6 to handle this case; (2) initiating the case and being an active participant throughout; (3)
7 numerous conferences with my attorneys; (4) searching for and providing information and
8 documents to my attorneys; (5) beginning to prepare for my deposition, although not taken; (6)
9 risking the payment of Defendant's legal costs and having a judgment entered against me if we
10 lost the case; (7) being available on day of mediation; (8) consenting to the Settlement, and
11 then reviewing and signing the Memorandum of Understanding and Settlement Agreement; (9)
12 facing the potential loss of job opportunities for having filed a lawsuit against a former
13 employer; and (10) the time I spent on this case, both before and after it was filed is time lost
14 from pursuing other interests, and being with friends and family.

15 I declare under the penalty of perjury under the laws of the State of California the
16 foregoing is true and correct and this declaration is executed 2/3/2023, in Roseville,
17 California.

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19 

20 Angelyna Celio
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EXHIBIT 2

COHELAN KHOURY & SINGER

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Attorneys for Plaintiffs Angelyna Celio, Matthew Lytle, Robert Martin, and Donell Fort on behalf of themselves and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

ANGELYNA CELIO, MATTHEW LYTLE,
ROBERT MARTIN, and DONELL FORT,
on behalf of themselves and others similarly
situated

Plaintiffs,

v.

AIR INTERNATIONAL US, INC., a
Delaware Corporation; and DOES 1
Through 10, inclusive,

Defendants.

Case No. RG21098764

ASSIGNED FOR ALL PURPOSES TO:

The Honorable James Reilly
Department 25

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF MATTHEW LYTLE IN
SUPPORT OF MOTION FOR ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, AND SETTING A FINAL
APPROVAL HEARING DATE**

Hearing Information

Date: August 16, 2023

Time: 3:00 p.m.

Dept: 25

Judge: Hon. James Reilly

Reservation No: 405363008773

Complaint filed: May 10, 2021

Trial Date: Not Set

1 I, Matthew Lytle, declare as follows:

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

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

13 3. From mid-June 2020 through approximately December 22, 2020, I worked for
14 Defendant Air International US, Inc. I was an hourly non-exempt assembly line crew
15 employee, working primarily on the production line building the HVAC units, which involved
16 placing doors and screws in the units.

17 4. After my employment ended, I retained the law firms of Cohelan Khoury &
18 Singer and Stonebrook Law to pursue this case as a proposed wage and hour Class and PAGA
19 Representative action. I contended some of Air International's policies and procedures were
20 unlawful, including not paying me all regular and overtime wages owed and not providing me
21 with all meal and rest breaks, which directly led to Air International's failure to provide me
22 with accurate wage statements and all wages owed to me upon my separation from the
23 company. I also contended that Air International failed to maintain a reasonably comfortable
24 temperature in the work environment for me and other employees to work in and did not
25 reimburse me for expenses related to using my personal cell phone for work-related purposes,
26 such as communicating with coworkers and with management.

27 5. While deciding whether to pursue a case against Air International, and since my
28 claims were filed with the Labor and Workplace Development Agency ("LWDA") and in this

1 lawsuit almost two years ago, I have had many calls with my attorneys, and exchanged many
2 emails with them, providing them with detailed information about Air International's
3 employment practices and my experience while I worked there. I made an effort to search for
4 any employment related documents I had but I did not keep copies of documents related to my
5 employment with Air International. I also signed documents, so that my attorneys could
6 request additional employment and payroll records from Air International.

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

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

12 8. Despite the risks, I am proud to have my name on the case and to have caused
13 Air International to pay my fellow employees a substantial amount because I filed it.

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

20 10. To prepare for mediation, in December 2022, I discussed the case in detail with
21 my attorneys, including its potential strengths and weaknesses. I believe my thorough
22 knowledge of Air International's practices helped them to evaluate the claims, assess the
23 potential damages, and develop persuasive presentations for the mediation.

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

27 12. I have reviewed the proposed settlement agreement in this case, and after
28 discussions with my attorneys, signed it. Based on my involvement and the issues and risks

1 involved in this case, I believe the proposed settlement obtained on behalf of the Class is a
2 good result.

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

7 14. My involvement in this case includes: (1) searching for and finding an attorney
8 to handle this case; (2) initiating the case and being an active participant throughout; (3)
9 numerous conferences with my attorneys; (4) searching for and providing information and
10 documents to my attorneys; (5) beginning to prepare for my deposition, although not taken; (6)
11 risking the payment of Defendant's legal costs and having a judgment entered against me if we
12 lost the case; (7) being available on day of mediation; (8) consenting to the Settlement, and
13 then reviewing and signing the Memorandum of Understanding and Settlement Agreement; (9)
14 facing the potential loss of job opportunities for having filed a lawsuit against a former
15 employer; and (10) the time I spent on this case, both before and after it was filed is time lost
16 from pursuing other interests, and being with friends and family.

17 I declare under the penalty of perjury under the laws of the State of California the
18 foregoing is true and correct and this declaration is executed 2/3/2023, in Roseville,
19 California.

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21 Matthew Lytle
22 Matthew Lytle
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28

EXHIBIT 3

COHELAN KHOURY & SINGER

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Attorneys for Plaintiffs Angelyna Celio, Matthew Lytle, Robert Martin, and Donell Fort on behalf of themselves and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

ANGELYNA CELIO, MATTHEW LYTLE,
ROBERT MARTIN, and DONELL FORT,
on behalf of themselves and others similarly
situated

Plaintiffs,

v.

AIR INTERNATIONAL US, INC., a
Delaware Corporation; and DOES 1
Through 10, inclusive,

Defendants.

Case No. RG21098764

ASSIGNED FOR ALL PURPOSES TO:

The Honorable James Reilly
Department 25

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF ROBERT MARTIN IN
SUPPORT OF MOTION FOR ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, AND SETTING A FINAL
APPROVAL HEARING DATE**

Hearing Information

Date: August 16, 2023

Time: 3:00 p.m.

Dept: 25

Judge: Hon. James Reilly

Reservation No: 405363008773

Complaint filed: May 10, 2021

Trial Date: Not Set

1 I, Robert Martin, declare as follows:

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

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

13 3. From October 2020 through March 1, 2021, I worked for Defendant Air
14 International US, Inc. I was an hourly non-exempt warehouse lead, responsible for delegating
15 tasks, reporting back to supervisors, driving a forklift, loading and unloading trucks, and
16 keeping the production line going.

17 4. After my employment ended, I retained the law firms of Cohelan Khoury &
18 Singer and Stonebrook Law to pursue this case as a proposed wage and hour Class and PAGA
19 Representative action. I contended some of Air International's policies and procedures were
20 unlawful, including not paying me all regular and overtime wages owed and not providing me
21 with all meal and rest breaks, which directly led to Air International's failure to provide me
22 with accurate wage statements and all wages owed to me upon my separation from the
23 company. I also contended that Air International failed to maintain a reasonably comfortable
24 temperature in the work environment for me and other employees to work in and did not
25 reimburse me for expenses related to using my personal cell phone for work-related purposes,
26 such as communicating with coworkers and with management.

27 5. While deciding whether to pursue a case against Air International, and since my
28 claims were filed with the Labor and Workplace Development Agency ("LWDA") and in this

1 lawsuit almost two years ago, I have had many calls with my attorneys, and exchanged many
2 emails with them, and provided all the documents and records they requested about my
3 employment, including earnings statements, timecards, and other similar documents. I also
4 signed documents, so that my attorneys could request additional employment and payroll
5 records from Air International.

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

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

11 8. Despite the risks, I am proud to have my name on the case and to have caused
12 Air International to pay my fellow employees a substantial amount because I filed it.

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

19 10. To prepare for mediation, in December 2022, I discussed the case in detail with
20 my attorneys, including its potential strengths and weaknesses. I believe my thorough
21 knowledge of Air International's practices helped them to evaluate the claims, assess the
22 potential damages, and develop persuasive presentations for the mediation.

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

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

1 good result.

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

6 14. My involvement in this case includes: (1) searching for and finding an attorney
7 to handle this case; (2) initiating the case and being an active participant throughout; (3)
8 numerous conferences with my attorneys; (4) searching for and providing information and
9 documents to my attorneys; (5) beginning to prepare for my deposition, although not taken; (6)
10 risking the payment of Defendant's legal costs and having a judgment entered against me if we
11 lost the case; (7) being available on day of mediation; (8) consenting to the Settlement, and
12 then reviewing and signing the Memorandum of Understanding and Settlement Agreement; (9)
13 facing the potential loss of job opportunities for having filed a lawsuit against a former
14 employer; and (10) the time I spent on this case, both before and after it was filed is time lost
15 from pursuing other interests, and being with friends and family.

16 I declare under the penalty of perjury under the laws of the State of California the
17 foregoing is true and correct and this declaration is executed 2/2/2023, in Citrus
18 Heights, California.

19
20 

21 Robert Martin
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28

EXHIBIT 4

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

03/07/2023 at 03:47:41 PM

By: Curtiyah Ganter,
Deputy Clerk

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

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STONEBROOK LAW

Joseph Tojarieh (SBN 265492)

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10250 Constellation Boulevard, Suite 100

Los Angeles, CA 90067

Telephone: (310) 553-5533/Facsimile: (310) 553-5536

Attorneys for Plaintiffs Angelyna Celio, Matthew Lytle, Robert Martin, and Donell Fort on behalf of themselves and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

ANGELYNA CELIO, MATTHEW LYTLE,
ROBERT MARTIN, and DONELL FORT,
on behalf of themselves and others similarly
situated

Plaintiffs,

v.

AIR INTERNATIONAL US, INC., a
Delaware Corporation; and DOES 1
Through 10, inclusive,

Defendants.

Case No. RG21098764

ASSIGNED FOR ALL PURPOSES TO:

The Honorable James Reilly
Department 25

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF DONELL FORT IN
SUPPORT OF MOTION FOR ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, AND SETTING A FINAL
APPROVAL HEARING DATE**

Hearing Information

Date: August 16, 2023

Time: 3:00 p.m.

Dept: 25

Judge: Hon. James Reilly

Reservation No: 405363008773

Complaint filed: May 10, 2021

Trial Date: Not Set

1 I, Donell Fort, declare as follows:

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

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

13 3. From March 2020 through December 15, 2020, I worked for Defendant Air
14 International US, Inc. I was an hourly non-exempt line tech employee, responsible for
15 assembling air conditioning units and boxes for a lineup.

16 4. After my employment ended, I retained the law firms of Cohelan Khoury &
17 Singer and Stonebrook Law to pursue this case as a proposed wage and hour Class and PAGA
18 Representative action. I contended some of Air International's policies and procedures were
19 unlawful, including not paying me all regular and overtime wages owed and not providing me
20 with all meal and rest breaks, which directly led to Air International's failure to provide me
21 with accurate wage statements and all wages owed to me upon my separation from the
22 company. I also contended that Air International failed to maintain a reasonably comfortable
23 temperature in the work environment for me and other employees to work in and did not
24 reimburse me for expenses related to using my personal cell phone for work-related purposes,
25 such as communicating with coworkers and with management.

26 5. While deciding whether to pursue a case against Air International, and since my
27 claims were filed with the Labor and Workplace Development Agency ("LWDA") and in this
28 lawsuit almost two years ago, I have had many calls with my attorneys, and exchanged many

1 emails with them, and provided all the documents and records they requested about my
2 employment, including earnings statements, work schedules, and other similar documents. I
3 also signed documents, so that my attorneys could request additional employment and payroll
4 records from Air International.

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

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

10 8. Despite the risks, I am proud to have my name on the case and to have caused
11 Air International to pay my fellow employees a substantial amount because I filed it.

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

18 10. To prepare for mediation, in December 2022, I discussed the case in detail with
19 my attorneys, including its potential strengths and weaknesses. I believe my thorough
20 knowledge of Air International's practices helped them to evaluate the claims, assess the
21 potential damages, and develop persuasive presentations for the mediation.

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

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

14. My involvement in this case includes: (1) searching for and finding an attorney to handle this case; (2) initiating the case and being an active participant throughout; (3) numerous conferences with my attorneys; (4) searching for and providing information and documents to my attorneys; (5) beginning to prepare for my deposition, although not taken; (6) risking the payment of Defendant's legal costs and having a judgment entered against me if we lost the case; (7) being available on day of mediation; (8) consenting to the Settlement, and then reviewing and signing the Memorandum of Understanding and Settlement Agreement; (9) facing the potential loss of job opportunities for having filed a lawsuit against a former employer; and (10) the time I spent on this case, both before and after it was filed is time lost from pursuing other interests, and being with friends and family.

I declare under the penalty of perjury under the laws of the State of California the foregoing is true and correct and this declaration is executed 2/3/2023, in Lincoln, California.

Donell Fort

EXHIBIT 5

SUMMARY OF TIME AND COSTS
Celio, et al. v. Air International US, Inc.
Alameda Superior Court Case No. RG21098764

Total Attorneys' Hours: 169.3
Total Lodestar: \$110,329.00
Fee Request: \$200,000.00
Multiplier: 1.81
Total Costs: \$ 15,760.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Partner	1974	16.3	\$925	\$15,077.50
Michael D. Singer, Managing Partner	1984	20.7	\$995	\$20,596.50
Marta Manus, Associate	2008	51.2	\$700	\$35,840.00
Rosemary C. Khoury	2020	33.4	\$500	\$16,700.00
J. Jason Hill, Former Partner	1995	13.0	\$700	\$9,100.00
Amber Worden, Certified Paralegal	N/A	13.6	\$200	\$2,720.00
Matthew Atlas, Paralegal	N/A	8.3	\$175	\$1,452.50
TOTAL:		156.5		\$101,486.50

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
STONEBROOK LAW				
Joseph Tojarieh, Esq.	2009	13.1	\$675	\$8,842.50
TOTAL:		13.1		\$8,842.50

Total Aggregate Hours: 169.3	Total Lodestar: \$110,329.00
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$15,760.00
Stonebrook Law	\$0.00
TOTAL COSTS	\$15,760.00

EXHIBIT 6

Celio, et al. v. Air International US, Inc.
Alameda Superior Court Case No. RG21098764

LODESTAR REPORT

Firm Name: Cohelan Khoury & Singer

Categories:	(1) Investigation, Research, Case Initiation (2) Discovery and Depositions (3) Pleadings; Law and Motion (Includes Legal Research) (4) Court Appearances (5) Mediation & Settlement Negotiations (6) Preliminary and Final Approval Motions (7) Case Management	(FP) Founding Partner (MP) Managing Partner (P) Partner (A) Associate (FMR P) Former Partner (PL) Paralegal
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ATTORNEY / PARALEGAL	1	2	3	4	5	6	7	HOURS	HOURLY RATE	LODESTAR
Isam C. Khoury (FP)	2.3	0.3	0.0	0.0	10.5	1.2	2.0	16.3	\$925.00	\$15,077.50
Michael D. Singer (MP)	5.0	1.4	0.0	0.0	12.8	0.0	1.5	20.7	\$995.00	\$20,596.50
Marta Maus (A)	0.0	0.0	1.1	1.2	26.3	19.8	2.8	51.2	\$700.00	\$35,840.00
Rosemary C. Khoury (A)	5.3	0.3	10.7	0.0	3.4	0.0	13.7	33.4	\$500.00	\$16,700.00
J. Jason Hill (FMR P)	2.1	1.8	6.2	0.0	0.0	0.0	2.9	13.0	\$700.00	\$9,100.00
Attorney Totals	14.7	3.8	18.0	1.2	53.0	21.0	22.9	134.6		\$97,314.00
Amber Worden, ACP (PL)	1.0	1.3	1.9	0.0	1.1	6.7	1.6	13.6	\$200.00	\$2,720.00
Matthew Atlas (PL)	0.3	0.4	1.2	0.0	0.0	5.8	0.6	8.3	\$175.00	\$1,452.50
Non-Attorney Totals	1.3	1.7	3.1	0.0	1.1	12.5	2.2	21.9		\$4,172.50
TOTALS:	16.0	5.5	21.1	1.2	54.1	33.5	25.1	156.5		\$101,486.50

EXHIBIT 7

COHELAN KHOURY SINGER
Litigation Cost
Celio, et al. v. Air International US, Inc.
Alameda Superior Court Case No. RG21098764

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
3/16/2021	LWDA	PAGA Fee (#1)	\$75.00
4/2/2021	LWDA	PAGA Fee (#2)	\$75.00
5/10/2021	Express Network	Summos/Complaint/Addendum	\$1,633.50
6/4/2021	Express Network	FAC	\$60.00
7/1/2021	Alameda Court	Documents	\$22.50
7/15/2021	Express Network	Proof of Service of Summons	\$65.00
10/11/2021	Steven J. Rotman	Mediation Fee	\$10,000.00
12/15/2022	Berger Consulting, LLC	Statistician	\$2,800.00
12/16/2022	One Legal	Notice of Change of Handling Attorney	\$20.02
12/16/2022	One Legal	Notice of Settlement	\$20.02
3/3/2023	Alameda Court	Documents	\$4.00
3/7/2023	Express Network	Preliminary Approval Motion	\$317.00
3/8/2023	One Legal	Preliminary Approval Motion	\$82.26
3/8/2023	One Legal	Stipulation and Order	\$41.08
3/15/2023	Express Network	Stipulation; Order	\$55.00
3/15/2023	Alameda Court	Documents	\$1.00
3/15/2023	One Legal	Stipulation and Order	\$41.08
4/4/2023	Alameda Court	Documents	\$2.00
4/5/2023	One Legal	Case Management Statement	\$20.49
8/18/2023	One Legal	Notice; Proof of Service	\$20.49
8/23/2023	One Legal	Notice; Proof of Service	\$20.49
10/16/2023	One Legal	Supp. Dec.; Proof of Service Courtesy	\$51.48
10/17/2023	One Legal	Supp. Dec.; Proof of Service	\$20.49
10/19/2023	Alameda Court	Documents	\$6.00
<i>est</i>	<i>One Legal</i>	<i>Final Approval Motion</i>	<i>\$130.49</i>
	In House	Postage	\$49.37
	In House	Photocopies (505@.25)	<u>\$126.25</u>
	Total:		\$15,760.01

EXHIBIT 8

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

* $i_{t-1/2}$ Years Out of Law School $i_{t-1/2}$ is calculated from June 1 of each year, when most law students graduate. $i_{t-1/2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{t-1/2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{t-1/2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_{t-1/2}$ 4-7" on June 1, 1999, and tier $i_{t-1/2}$ 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 9