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Attorneys for Rebecca De Benning, on behalf of herself
and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

REBECCA DE BENNING, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

COSTCO WHOLESALE CORPORATION,
a Washington Corporation; and Does 1
Through 10, Inclusive,

Defendants.

Case No. 34-2021-00309030
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Jill H. Talley
Department 25

CLASS ACTION

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

Hearing Set By Court (10/31/2022 Order)

Date: February 10, 2023
Time: 9:00 a.m.
Dept: 25
Judge: Honorable Jill H. Talley

Complaint filed: September 30, 2021
Trial date: Not set

1 I, Jeff Geraci, declare as follows:

2 1. I am a Partner with the law firm of Cohelan Khoury & Singer, co-counsel of record
3 for Plaintiff Rebecca De Benning. I submit this Declaration in Support of Final Approval of Class
4 Action Settlement. This Declaration is based on my personal knowledge and if called to testify I
5 could and would competently testify to the matters contained in this Declaration.

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

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

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

1 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
2 provide the Mandatory Continuing Legal Education activity entitled “Litigating California Class
3 Actions” and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.
4 Cohelan, is the author of Cohelan on California Class Actions (1997-2022, updated annually),
5 part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing
6 author on the CEB publication California Wage and Hour Law: Compliance and Litigation (2010-
7 2022 updated annually), in which he wrote the opening chapter overview on California Wage and
8 Hour laws, including the public policy underpinnings for those laws, and the Private Attorneys
9 General Act (PAGA) Claim chapter. He is also a contributing author to the CEB Practitioner
10 (2020), including guidelines for oral argument and forms for PAGA litigation. Mr. Singer has
11 served as a columnist for the California State Bar, Litigation Section on wage and hour litigation
12 and has contributed articles on wage and hour and class action issues through the years to
13 numerous California publications.

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

27 7. As a part of our overall firm philosophy lawyers perform community service and
28 pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San Diego

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

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

1 Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United States District
2 Court, Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire Centers*
3 *of California, Inc.*, Sacramento County Superior Court Case No. 2007-30000003; *Grana, et al. v.*
4 *PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS L.A.S.C.* Case No.
5 BC472891; *Gutierrez v. Save Mart Supermarkets* San Mateo Superior Case No. CIV530955;
6 *Wilcox v Albertsons*, San Diego County Superior Court Case No. GIC833922; *Gonzalez, et al. v.*
7 *Freedom Communications, Inc. d/b/a The Orange County Register*, Orange County Superior
8 Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.*, United States District
9 Court, Southern District of California Case No. 10CV0672 (FLSA Conditional Certification);
10 *Hicks v. Kaufman and Broad Home Corp.*, Los Angeles County Superior Court Case No.
11 B198414; *Hohnbaum, et al. v. Brinker Restaurant Corporation, et al.*, San Diego County Superior
12 Court Case No. GIC834348; *KEMP, et al. v. CSEA, et al.*, Circuit Court of the First Circuit, State
13 of Hawaii Case No. 98-3815-08; *LIBERTY MUTUAL OVERTIME CASES*, Los Angeles County
14 Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and*
15 *Marketing Company*, United States District Court, Central District of California Case
16 No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San*
17 *Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady*
18 *Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978;
19 *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior Court Case No.
20 CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No.
21 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior Court Case
22 No. 37-2008-00083992; *STEROID HORMONE PRODUCT CASES*, Los Angeles County
23 Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los
24 Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County
25 Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange
26 County Superior Court Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et*
27 *al.*, United States District Court, Central District of California Case No. 12CV8590; *Vaquero v.*
28 *Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v.*

1 *Kraft Heinz Foods Company*, Unites States District Court, Southern District of California Case
2 No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District
3 of California Case No. 1OCV0634; and *Weigele v. FedEx Ground Package System, Inc.*, United
4 States District Court, Southern District of California Case No. 06CV1330, among others, as well
5 as being appointed Class Counsel in connection with well over 300 class action settlements.

6 9. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has
7 actively commenced, prosecuted and concluded numerous state and federal class and
8 representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the
9 resolution of hundreds of such cases, including the following, which have received court
10 approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles
11 County Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot*
12 *U.S.A., Inc.*, Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c)
13 *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California,
14 Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States District
15 Court, Central District of California, Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v.*
16 *PICO Enterprises, Inc.*, Los Angeles County Superior Court, Case No. BC472891, Hon.
17 Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior
18 Court, Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises*
19 *WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h)
20 *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court, Case No. 2014-
21 00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County
22 Superior Court, Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino
23 County Superior Court, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of*
24 *Shaving*, Los Angeles County Superior Court, Case No. BC550093, Hon. Amy D. Hogue; (l)
25 *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court,
26 Southern District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m)
27 *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958,
28 Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development 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. Plaintiff seeks final approval of a \$9,000,000 class and PAGA settlement on behalf of 52,854 non-exempt California employees, for whom it was alleged Costco Wholesale Corporation (“Costco”) underpaid sick pay wages by failing to correctly calculate the regular rate.

1 11. Support for the Settlement is strong. As of the filing of this Motion, no Class
2 Member objected and only seventeen requested exclusion.

3 12. Rebecca De Benning worked as a cashier at Costco's Folsom, Roseville, and
4 Citrus Heights, facilities from June 2013 to the present, with several periods off-work on
5 disability. Costco is a multinational corporation operating member-only stores selling
6 merchandise and services and is one of the world's largest retailers.

7 13. Class Members are all non-exempt Costco California employees who, during the
8 period September 30, 2017 through July 6, 2022, (a) earned wages at more than one rate during
9 a week they took paid sick leave, (b) took paid sick leave any time during the period March 2,
10 2020 through February 28, 2021, or (c) took sick leave any time during the six-month period
11 before receiving an Extra Check. (Employees with seniority received an "Extra Check" every six
12 months based on a formula crediting them for, among other things, sick pay hours.)

13 14. Those who would otherwise be Class Members are excluded if they sued Costco
14 on any claim released or precluded by the Settlement, or for time worked at Costco's distribution
15 centers ("Depots"), in Tracy and Mira Loma, California.

16 15. Aggrieved Employees are members of the Class who took paid sick leave during
17 the period September 30, 2020 to July 6, 2022 ("PAGA Period").

18 16. On August 30, 2021, Plaintiff filed charges with the California Labor and
19 Workforce Development Agency (LWDA), and on September 30, 2021, a class action complaint
20 alleging failure to pay all sick pay and final wages, and unfair business practices.

21 17. On November 8, 2021, Plaintiff filed a First Amended Complaint adding claims
22 for PAGA civil penalties (Cal. Lab. Code § 2698, et seq.) for each alleged violation.

23 18. Employers may calculate sick pay each workweek in the same manner as overtime
24 wages. Labor Code Section 246 (l)(1). Plaintiff's primary contention was that Costco failed to
25 add all compensation to hourly wages, such as Extra Checks and Outstanding Service Bonuses,
26 when calculating regular rate for sick pay. Plaintiff also alleged when employees earned two
27 different rates during a workweek, Costco used the lower rate, rather than a blended rate, to
28 calculate the sick pay rate.

1 19. The “Extra Check” is paid every six months based on the number of hours
2 employees are “credited” with, including vacation, holiday, sick, regular, and hours worked on
3 Sundays. Costco paid a monthly “Outstanding Service Bonus” to employees who worked during
4 the start of the pandemic, February 28, 2020 to March 2, 2021.

5 20. Costco contended there was a high probability the sick pay claim under Labor
6 Code § 246 might be dismissed. Plaintiff argued the claims would be allowed to proceed if not
7 settled, at least under PAGA or as a predicate for a section 17200 claim.

8 21. Costco contended 90% of its unionized employees were exempt from sick leave
9 laws because they satisfy the requirement of earning more than 130% of minimum wage. § 245.5.
10 Plaintiff argued this exemption is triggered only when all covered employees are exempt.

11 22. Plaintiff contended, although sick hours were included when calculating the Extra
12 Check, (along with several other types of work and non-work hours), no part of the Extra Check
13 could substitute for, or offset, the obligation to provide sick pay at the correct regular rate. Costco
14 argued, because sick hours were included in the calculation, employees were already receiving
15 additional compensation in the Extra Check for the number of sick hours taken.

16 23. Plaintiff contended failure to pay all sick pay supported a claim for failure to pay
17 all final wages. Costco correctly countered there are no cases finding this, and also argued it
18 cannot be liable for waiting time penalties because, if found to have underpaid sick pay wages,
19 its failure was not willful.

20 24. Plaintiff conducted sufficient investigation and informal discovery to evaluate the
21 strengths and weaknesses of her claims and Costco’s defenses.

22 25. To prepare for mediation, Defendant provided sick leave policies effective during
23 the class period, the formula used to calculate sick pay wages, a random sample of complete data
24 for 100 employees, aggregate data showing number of putative class members, total number of
25 hours employees received sick pay, and number of pay periods sick leave was received and two
26 different rates were paid, an Outstanding Service Bonus was paid, or to which an Extra Check
27 could have applied. Counsel for the Parties conferred extensively about data, claims and defenses,
28 and issues for settlement.

26. With significant investigation, research, discovery, and analysis of data by Plaintiff's damages consultant, the Parties mediated with Mark S. Rudy, Esq., perhaps the preeminent mediator of wage and hour class actions, on April 7, 2022. After a full day of arms'-length negotiations, the matter was settled in principle. The Parties negotiated all necessary terms and entered the Class and PAGA Action Settlement Agreement, ("Agreement"), preliminarily approved by this Court on October 31, 2023.

27. Subject to Court approval, Costco will pay a Gross Settlement Amount ("GSA") of \$9,000,000, which includes all the following: (a) settlement administration costs to Atticus Administration, LLC up to \$128,682.00; (b) attorneys' fees of \$3,000,000.00 (one-third of the GSA); (c) litigation costs of \$20,000.00; (d) Class Representative service payment of \$10,000.00; and (e) PAGA payment of \$300,000.00 (\$225,000.00 to the LWDA (75%), and \$75,000.00 (25%) to Aggrieved Employees). Costco will pay employer's share of payroll taxes in addition to GSA.

28. Plaintiff consented in writing to apportion fees: 50% - Cohelan, Khoury & Singer, and 50% - Law Office of Sahag Majarian II.

29. After approved deductions, the estimated \$5,541,318.00 Net Settlement Amount ("NSA") will be distributed pro rata to Settlement Class Members based on number of sick leave hours taken by each Class Member in relation to the total number of sick leave hours taken by all Class Members. Aggrieved Employees will receive payments based on the number of pay periods worked during the PAGA Period in relation to the total number of pay periods worked by all Aggrieved Employees during that Period.

30. The Participating Class Members can expect to receive an average estimated payment of \$104, and highest payment of \$380, upon Approval. Plaintiff's estimated individual settlement amount is \$119. (rounded to nearest dollar).

31. The 45,784 Aggrieved Employees will receive a share of the \$75,000.00 PAGA Payment based on Pay Periods worked during the PAGA Period, even if they request to be excluded, as no right exists to opt out of a PAGA Settlement.

32. No portion of the GSA will revert to Costco under any circumstances. After 180 days of issuance, the uncashed checks shall be voided and the principal for those uncashed checks

1 shall be transmitted 50% to the Los Angeles Center for Law and Justice and 50% to Legal Aid at
2 Work, two non-profit legal entities, to further the objectives of the underlying class action, or
3 promote the law consistent with the objectives of the underlying class action.

4 33. Settlement payments are characterized as 60% penalties and interest (Form 1099),
5 40% wages (W-2), with PAGA Payments as penalties (Form 1099).

6 34. On October 31, 2023, the Court preliminarily approved the proposed Settlement
7 and Notice of Settlement (ROA #41).

8 35. On December 12, 2022, after searching the National Change of Address database,
9 and updating Class Member addresses, the Settlement Administrator mailed a Notice of
10 Settlement to 52,871 Class Members. The Notice Packet informed them of (1) the pendency of
11 the Action; (2) proposed settlement terms; (3) automatic payment of Settlement shares if
12 exclusion not requested; (4) released claims; (5) right to object or request exclusion, and (6) date,
13 time and place of the final approval hearing.

14 36. The Class response to the Settlement was extremely favorable. To date, no
15 objections and only thirteen requests for exclusion were received.

16 37. Class Counsel requests attorneys' fees of \$3,000,000, one-third of the GSA, and
17 actual litigation costs of \$18,335 (Agreement allows up to \$20,000). To bring this matter to final
18 approval, Class Counsel will have expended 479 hours, a lodestar of \$375,468. Exhibit 1 is a true
19 and correct copy of the Consolidated Summary of Class Counsel's Time & Costs; Exhibit 2 is a
20 true and correct copy of Cohelan Khoury & Singer's Itemization of Costs.

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

25 **California cases:** *Parker v. City of L.A.*, 44 Cal. App. 3d 556, 567-68 (1974) (33.3%);
26 *Tokar v. GEICO*, No. GIC 810166 (San Diego County Super. Ct. July 9, 2004) (approving
27 award of attorney's fees of 33-1/3% of recovery in a wage and hour class action); *Marroquin v.*
28 *Bed Bath & Beyond*, No. RG04145918 (Alameda County Super. Ct. June 22, 2004) (in a wage

1 and hour class action, 33.3%); *Crandall v. U-Haul Int'l, Inc.*, No. BC178775 (Los Angeles
2 County Super. Ct. Aug. 17, 2001) (in a wage and hour class action, 40%); *Davis v. The Money*
3 *Store, Inc.*, No. 99AS01716 (Sacramento County Super. Ct. Dec. 26, 2000) (in a wage and hour
4 class action, awarding 33.3% of \$6,000,000 settlement); *Kenemixay v. Nordstrom, Inc.*, (L.A.
5 County Super. Ct., No. BC318850) (50% award); *Albrecht v. Rite Aid Corp.*, No. 729219 (San
6 Diego County Super. Ct.) (35% award) *Estrada, Alvarez vs. Burrtec Waste Group, Inc., et al.*,
7 San Diego Super. Ct., Case No. 37-2011-00096268-CU-OE-CTL (Hon. Joel M. Pressman –
8 approving attorneys' fees of 33-1/3% of \$2,789,000 in a pre-certification meal violation class
9 action); *White v. Edco Disposal Corp., et al.*, San Diego Super. Ct., Case No. 37-2011-
10 00088803-CU-OE-CTL (Hon. Judith Hayes – approving attorneys' fees of 33-1/3% of
11 \$3,500,000 in a pre-certification meal violation class action).

12 **Federal cases:** *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL
13 1230826, at *28 (N.D. Cal. April 1, 2011) (approving fee that amounted to 42% of common fund
14 in wage and hour class action); *Vasquez v. Coast Valley Roofing*, 266 F.R.D. 482, 491-93 (wage-
15 and-hour action putative class-action settlement where court approved award of attorneys' fees in
16 the amount of 33.3% of the common fund); *In re Ampicillin Antitrust Litig.*, 526 F. Supp. 494
17 (D.D.C. 1981) (45%); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.*, 480 F. Supp.
18 1195(S.D.N.Y. 1979), aff'd, 622 F.2d 1106 (2d Cir. 1980) (in a Sherman Act case, approximately
19 53%); *In re Heritage Bond*, 2005 WL 1594389, at *20 (C.D. Cal. June 10, 2005) (award of
20 attorneys' fees of one-third of \$27,783,000-the Settlement Fund is fair and reasonable);
21 *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM (SHx), 2008 WL 8150856,
22 at *16 (C.D. Cal. July 21, 2008) (awarding 34% in fees of common fund); *Martin v. FedEx*
23 *Ground Package Sys., Inc.*, No. C06-6883 VRW, 2008 WL 5478576, at *8 (N.D. Cal. Dec. 31,
24 2008) (truck driver meal break class action where the court approved attorneys' fees of 1/3 of
25 common fund); *Singer v. Becton Dickinson & Co.*, No. 08-CV-821-IEG (BLM), 2010 WL
26 2196104, at *8 (S.D. Cal. Jun. 1, 2010) (noting that an award of 33.33% of common fund for
27 wage and hour class action settlement "falls within the typical range of 20% to 50% awarded in
28 similar cases").

39. Since 2018, Cohelan Khoury & Singer has been awarded one-third of a common fund, in many class and representative action settlements, including:

a) *McGrath v. Wyndham*, USDC Southern District of California, Case No. 15-CV-1631 JM (Hon. Jeffrey T. Miller fees of 33-1/3% of \$7,250,000 in pre-certification wage and hour class action).

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

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

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

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

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

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

h) *Klein v. Loomis*, San Bernardino Superior Court, Case No. CIVDS1704547 (Hon. David Cohn –attorneys’ fees of 33-1/3% of \$1,014,000, pre-certification wage and hour class action).

i) *Gutierrez v. Southern Counties Oil*, San Diego County Superior Court, Case No. 2017-00040850 (Hon. Ronald F. Frazier – approving attorneys’ fees of 33-1/3% of \$1,912,500 in a pre-certification wage and hour class action).

j) *Lawson v. Staples*, Los Angeles County Superior Court, Case No. BC542237 (Hon. Kenneth R. Freeman – approving attorneys’ fees of 33-1/3% of \$175,000 in a pre-certification wage and hour class action).

k) *Hanson v. Leisure Sports, Inc.*, Contra Costa County Superior Court, Case No. MSC17-00078 (Hon. Edward G. Weil – approving attorneys’ fees of 33-1/3% of \$600,000 in a pre-certification wage and hour class action).

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

m) *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 33-1/3% of \$12,500,000 in a certified wage and hour class action).

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

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

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

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

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

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

19 t) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern
20 District of California, Case No. 3:19-cv-01366-GPC-MSB (Hon. Gonzalo P. Curiel –attorneys’
21 fees of 33-1/3% of \$900,000 settlement in a pre-certification wage and hour class action).

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

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

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

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

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

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

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

1 bb) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior Court,
2 Case No. 37-2020-00038101 (Hon. Gregory W. Pollack –attorneys’ fees of 33-1/3% of
\$3,000,000 settlement in Class and Representative action).

3 40. In very large settlements, courts have awarded fees of 30%, rather than one-third.
4 *Gallen v. Gambro Healthcare, Inc.*, Orange County Superior Court, Case No. 04CC00571 [Hon.
5 Nancy Wieben Stock – approving attorneys’ fees of \$5,250,000, 30% of \$17,500,000 settlement
6 in Class action]; and *Fairley v. Kaiser Foundation Hospitals*, Alameda County Superior Court,
7 Case No. RG19021099 [Hon. Evelio Grillo – approving attorneys’ fees of \$6,555,000, 30% of
8 \$21,850,000 settlement in Class and Representative action].

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

12 42. Unlike Defense counsel, who are regularly paid a fair-market hourly rate, Class
13 Counsel received no compensation, and no reimbursement of expenses, since the case began.
14 The contingent representation, and risks of the litigation, fully warrant approval of the fee request.

15 43. If the fee award were calculated using the lodestar, rather than the common fund
16 method, a multiplier of 7.9 would be applied. ($\$3,000,000/\$359,118 = 7.99$).

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

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

23 46. Mr. Majarian has devoted a significant portion of his practice to employment law
24 and class actions, and has been appointed co-class counsel for plaintiff in no less than 300 wage
25 and hour class actions.

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47. Further, Class Counsel's rates (Cohelan Khoury & Singer: Founding Partner, Timothy D. Cohelan - \$900; Founding Partner, Isam C. Khoury - \$900; Managing Partner, Michael D. Singer - \$900; Partner, Jeff Geraci - \$790) (Law Offices of Sahag Majarian II: Principal Sahag Majarian II - \$850; Associate, Garen Majarian - \$375) are warranted based and their years of experience in a highly specialized area of law and is line with those typically approved in wage-and hour class action litigation in California the Laffey Matrix. In fact, the Laffey Matrix would provide for an increase of hourly rates. (Cohelan Khoury & Singer: Founding Partner, Timothy D. Cohelan, 20+ years' experience - \$997; Founding Partner, Isam C. Khoury, 20+ years' experience - \$997; Managing Partner, Michael D. Singer 20+ years' experience - \$997; Partner, Jeff Geraci 20+ years' experience - \$997. Law Offices of Sahag Majarian II: Principal Sahag Majarian II, 20+ years' experience - \$997; Associate, Garen Majarian, 1-3 years' experience - \$413). Attached as Exhibit 3 is a true and correct copy of the Laffey Matrix (accessed January 6, 2023, available at [matrix \(laffeymatrix.com\)](https://laffeymatrix.com)).

48. Use of a multiplier is not required, to calculate, or to cross-check, a common fund fee award.

49. The Settlement allows Class Counsel to recover \$20,000 in costs. Counsel seeks \$18,335, in reasonable and necessary costs, actually incurred.

50. The settlement of PAGA penalties for \$300,000.00, of which \$225,000.00 (75%) will be paid to the LWDA and \$75,000.00 (25%) to aggrieved employees, is reasonable and appropriate. The Parties negotiated a good faith amount for PAGA penalties, which was not the result of self-interest at the expense of Class Members.

51. Class Counsel provided the LWDA with the Motion for Preliminary Approval and the Agreement. The LWDA did not object. Attached as Exhibit 4 is a true and correct copy of the LWDA Confirmation of Receipt, August 17, 2022.

52. The Class received notice Plaintiff would request \$10,000 for "prosecuting this case, undertaking risks for the payment of costs in the event this case had been lost, and a general release of all her claims." No Class Member objected to the requested amount.

///

1 53. On the same date this motion and its supporting documents and exhibits are filed
2 with the Court, they will be served upon Defendant and provided to the LWDA via the LWDA's
3 website, using the appropriate intake form. Attached as Exhibit 5 is a true and correct copy of the
4 LWDA confirmation of Receipt.

5 I declare under the penalty of perjury under the laws of the State of California the foregoing
6 is true and correct and this declaration is executed January 19, 2023, in San Diego, California.

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9 _____
10 Jeff Geraci
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EXHIBIT 1

SUMMARY OF TIME AND COSTS
De Benning v. Costco Wholesale Corporation
Sacramento Superior Court Case No. 34-2021-00309030

Total Attorneys' Hours: 479.0
Total Lodestar: \$375,468.00
Total Costs: \$ 18,335.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Timothy D. Cohelan, Founding Partner	1974	2.6	\$900	\$2,340.00
Isam C. Khoury, Founding Partner	1974	10.7	\$900	\$9,630.00
Michael D. Singer, Managing Partner	1984	98.5	\$900	\$88,650.00
Jeff Geraci, Partner	1990	196.1	\$790	\$154,919.00
Amber Worden, Certified Paralegal	N/A	2.0	\$200	\$400.00
Matthew Atlas, Paralegal	N/A	15.2	\$170	\$2,584.00
TOTAL:		325.1		\$258,523.00

FIRM / ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
LAW OFFICES OF SAHAG MAJARIAN II				
Sahag Majarian	1990	124.7	\$850	\$105,995.00
Garen Majarian	2021	29.2	\$375	\$10,950.00
TOTAL:		153.9		\$116,945.00

Total Aggregate Hours: 479.0	Total Lodestar: \$375,468.00
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LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$18,335.00
Law Offices Of Sahag Majarian II	\$0 (waived)
TOTAL COSTS	\$18,335.00

EXHIBIT 2

COHELAN KHOURY SINGER

Litigation Cost

**De Benning v. Costco Wholesale Corporation
Sacramento Superior Court Case No. 34-2021-00309030**

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
8/30/2021	LWDA	PAGA Fee Notice	\$75.00
9/30/2021	Express Network	Summons; Complaint;CCCS; Efile Fee	\$1,673.50
11/8/2021	Express Network	First Amended Complaint	\$95.00
11/17/2021	Mark S. Rudy, APC	Mediation Fee	\$11,000.00
12/10/2021	Sac Court	Document	\$9.80
1/4/2022	Express Network	Proof of Service of Summons	\$105.00
5/2/2022	Consultant	Economic Damages	\$4,250.00
8/3/2022	Sac Court	Document	\$1.00
8/5/2022	Express Network	Notice of Order re: Case Reassignment	\$95.00
8/17/2022	Express Network	Notice of Motion; P&A; Decs	\$267.00
9/1/2022	Express Network	Stipulation and Order	\$160.00
<i>Est</i>	<i>Express Network</i>	<i>Service (Final Approval Motion)</i>	<i>\$150.00</i>
<i>Est</i>	<i>Express Network</i>	<i>Final Approval Motion</i>	<i>\$250.00</i>
<i>Est</i>	<i>Express Network</i>	<i>Supplemental Briefing</i>	<i>\$150.00</i>
	In House	Postage	\$23.70
	In House	Photocopies (120@.25)	\$30.00
	Total:		\$18,335.00

EXHIBIT 3

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 +
6/01/22- 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)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 4

From: [DIR PAGA Unit](#)
To: [Matthew Atlas](#)
Subject: [External] Thank you for your Proposed Settlement Submission
Date: Wednesday, August 17, 2022 11:41:07 AM

08/17/2022 11:40:26 AM

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_CdpnVfiiMM&r=CkmVEddukKLexsqU9o1LOYeca1vZAEC-MO6PZ1f0-Jc&m=SD_GIrjVYqYmMRqX4RLd2x9JWB0qWT_JbnrfAv0CkPE&s=o29Y7aAjaW6QruDTDG5a6m9u42OypmxG1zV21YB9Tk4&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 *

Sacramento Superior Cour

Court Case Number *

34-2021-00309030

Hearing Date (if any)

10/28/2022

Hearing Time

9:00 am

Hearing Location

Number of aggrieved employees *

50000

Gross settlement amount *

9000000

Gross penalty amount *

300000

Penalties to LWDA *

225000

Date of proposed settlement *

10/28/2022

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File 1. NOM.pdf

Other Attachment (if any)

Choose File 2. Points and Authorities.pdf

Other Attachment (if any)

[Remove](#)

Choose File 3. Geraci Dec.pdf

Other Attachment (if any)

[Remove](#)

Choose File 4. Majarian Dec.pdf

Other Attachment (if any)

[Remove](#)

Choose File 5. De Benning Dec.pdf

Other Attachment (if any)

[Remove](#)

Choose File 6. Longley Dec.pdf

Other Attachment (if any)

[Remove](#)

Choose File 7. Order.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

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EXHIBIT 5