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Attorneys for Plaintiffs,
IGNACIO MACIEL, RUTH TORRES, and all others similarly situated

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IGNACIO MACIEL, RUTH TORRES, on
behalf of themselves and all other similarly
situated persons,

Plaintiffs,

vs.

M.A.C. COSMETICS INC., a New York
corporation; and DOES 1-50, inclusive,
Defendants.

Case No.: 3:23-CV-03718-AMO

Assigned to Hon. Magistrate Judge
Araceli Martinez-Olguin

**DECLARATION OF JOHN GLUGOSKI
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AND MOTION FOR ATTORNEY FEES
AND COSTS**

Hearing Date: January 15, 2026

Time: 2:00 p.m.

Courtroom: 10

1 I, **JOHN GLUGOSKI**, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the State of California with Righetti Glugoski,
3 P.C. (Formerly Righetti Law Firm P.C.), attorneys of record for Plaintiffs. I have personal knowledge of
4 the following facts and if called as a witness would testify as follows:

5 **EDUCATION AND EXPERIENCE**

6 2. I graduated from the University of California at Berkeley in 1993 with a degree in Political
7 Science. I then graduated from the University of San Francisco, School of Law in 1997. I am admitted to
8 practice law before the following courts: United States Court of Appeals, Ninth Circuit, United States
9 Court of Appeals, Federal Circuit, United States District Court, Northern, Central, Eastern, and Southern
10 Districts of California, and all of California's state courts.

11 3. I have been practicing law full time for twenty-eight (28) years. My practice has been
12 devoted to complex class action and/or representative action litigation for the past twenty-six years. Much
13 of this litigation has involved class action and representative action prosecution of wage and hour laws
14 (state and federal), state and federal privacy laws (FCRA, CCPA and CCCRA) and consumer laws. A
15 sampling of some of the more significant class/representative action cases (including wage and hour
16 litigation) handled by Righetti Glugoski, P.C., includes:

- 17 • Co-lead counsel in *Rocher v. Sav-On Drug Stores* (Hon. Victoria G. Chaney, Los Angeles County
18 Superior Court); See, *Sav-On Drug Stores, Inc. v. Superior Court*, (2004) 34 Cal.4th 319 (reversing the
19 Second DCA, the California Supreme Court unanimously reinstated the trial court's order granting class
20 certification). The *Sav-On* litigation was settled after the first phase of trial.
 - 21 • Lead counsel in *Gentry v. Circuit City Stores, Inc.*, (2007) 42 Cal.4th 443 (reversing the Court of
22 Appeal, the California Supreme Court set forth the factors for trial courts to use in determining whether
23 or not to enforce bans on class actions in employment arbitration agreements).
 - 24 • Lead counsel in *Crab Addison v. Superior Court*, (2008) 169 Cal.App.4th 958 [affirming the trial
25 court, the Court of Appeal upheld an order compelling defendant to divulge names and contact
26 information of putative class members in wage and hour overtime action].
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- 1 • Lead counsel in *Rutti v. Lojack Corp., Inc.* (2010) 596 F.3d 1046 [granting plaintiffs' petition for
2 rehearing, the Ninth Circuit reversed the district court's summary judgment order setting parameters for
3 the *de minimus* doctrine and compensable "hours worked" under both state and federal law].
- 4 • Co-lead counsel in *In re Trans Union Privacy Litigation* (MDL, Northern District of Illinois).
5 We were appointed by the Hon. Marvin E. Aspen to serve as co-lead counsel in multidistrict litigation
6 against Trans Union. The litigation focused on Trans Union's use of its vast database of financial
7 information, which includes the confidential financial information of most adults in the United States,
8 to create and sell "target marketing" lists to advertisers in violation of the FCRA. After nearly a decade
9 of litigation the case resulted in a settlement with Trans Union valued at more than \$100 million
10 (including \$75 million in cash). The settlement obtained final approval from the Hon. Robert Gettleman
11 on September 17, 2008. In August 2009, all appeals of the order approving the settlement were dismissed
12 and the settlement became final. Pursuant to the terms of the settlement, credit monitoring relief was
13 distributed to class members as well as a cash payment to class members. We believe the Trans Union
14 certified class is the largest class of individuals ever certified in the United States.
- 15 • Counsel in *Elder v. Schwan Foods* (individual exemption misclassification) tried to a jury verdict
16 in the Los Angeles Superior Court. First Appeal: On May 12, 2011, the California Court of Appeal
17 reversed a trial court order that failed to award restitution and penalties following a jury verdict in favor
18 of our client. The Court of Appeal ordered the trial court to reconsider the equitable remedies of
19 restitution and civil penalties. Second Appeal: On February 27, 2013, the employer contended it was
20 deprived of its right to a statement of decision because the trial court did not issue a tentative decision.
21 The Court of Appeal rejected the employer's appeal finding both that there was no prejudicial error and
22 there was sufficient evidence in the record to award restitution and civil penalties for violation of
23 California's overtime laws.
- 24 • Counsel in the matter *Roberto Martinez et al. v. Joe's Crab Shack Holdings et al.*, 231
25 Cal.App.4th 362 (2014) where the Court of Appeal reversed the trial court's denial of class certification
26 in an executive misclassification case.
- 27 • Co-counsel in cases against Home Depot and 99 Cent Only Stores where the trial courts limited
28 the California Private Attorney General Act (PAGA) only to claims under the Labor Code and not to
claims under the IWC Wage Orders. In both cases the Courts of Appeal reversed in published decisions.

1 See *Home Depot v. Superior Court* (2011) 191 Cal.App.4th 210 (review denied March 16, 2011)
 2 (holding PAGA applicable to seating claims on grounds that Labor Code §1198 incorporates IWC Wage
 3 Order protections); *Bright v. 99 Cents Only Stores* (2010) 189 Cal.App.4th 1472 (review denied
 4 February 16, 2011) (same).

5 • Co-counsel in a PAGA action against Bank of America on behalf of California bank tellers. The
 6 case was twice dismissed by Judge Real. Judge Real's orders were both reversed by the Ninth Circuit
 7 – *Green v. Bank of America, N.A.* (9th Cir. 2013) __ Fed. Appx., 2013 WL _____ and *Green v. Bank*
 8 *of America, N.A.* (9th Cir. 2015) 634 Fed.Appx. 188. On remand the Ninth Circuit removed the case
 9 from the docket of Judge Real and re-assigned the case to Judge Percy Anderson.

10 • Class counsel in the certified class action *Hall v. Rite Aid Corporation* in San Diego County
 11 Superior Court. In 2014 the Fourth District Court of Appeal reversed the trial court's decertification
 12 order. See, *Hall v. Rite Aid Corporation*, 226 Cal.App.4th 278 (2014, review denied August 27, 2014).
 13 The case settled for \$18M on the day of trial.

14 • We were co-counsel in litigation against Wal-Mart, JPMorgan Chase Bank and CVS Pharmacy
 15 Inc. (*Henderson v. JPMorgan Chase Bank* (C.D. Cal.), No. 2:11-CV-03428), *Brown v. Wal-Mart, Inc.*
 16 (N.D. Cal.), No. 5:09-cv-03339-EJD, and *Kilby v. CVS Pharmacy, Inc.* (S.D. Cal.), No. 09-CV-2051-
 17 MMA. The district court in *Wal-Mart* granted class certification based on plaintiffs' construction of the
 18 law, while the district courts in *CVS* and *JPMorgan Chase* denied class certification after rejecting
 19 plaintiffs' construction of the same law. All three cases were then appealed and coordinated before the
 20 Ninth Circuit in December 2013. The Ninth Circuit panel asked the California Supreme Court to accept
 21 certification of three questions of statutory construction (739 F.3d 1192). More than two years later,
 22 after extensive briefing by the parties and *amici*, the California Supreme Court in April 2016 issued its
 23 unanimous opinion in *Kilby* setting forth its definitive construction of the law. *Kilby v. CVS* (2016) 63
 24 Cal.4th 1. Based on this construction by the California Supreme Court, the Ninth Circuit affirmed the
 25 grant of class certification in *Wal-Mart* (2016 WL 3212265) and reversed the district court orders in
 26 *CVS* and *JPMorgan Chase*. Wal-Mart settled for \$65M.

27 4. Righetti Glugoski, P.C. acted as trial counsel in what we believe are the only four class
 28 action overtime cases ever to have been tried under the quantitative executive exemption standard
 articulated in *Ramirez v. Yosemite Water Company*, (1999) 20 Cal.4th 785. We were trial counsel in a

1 class action tried in Los Angeles County Superior Court before the Hon. J. Stephen Czuleger, resulting
2 in a finding that U-Haul had misclassified all California salaried “General Managers” as exempt from
3 overtime. We were also trial counsel in a certified class action tried in San Diego County Superior Court
4 before the Honorable Patricia Cowett, resulting in a judgment finding that Party City had misclassified
5 salaried employees as exempt and an award of class wide damages, fees and costs. In the third case, we
6 were trial counsel in the *Sav-on* overtime litigation where, following remand after appeal, we completed
7 the first phase of trial before the Honorable Victoria G. Chaney in Los Angeles County Superior Court
8 (complex). The case was then settled before the second phase of trial. In the fourth trial, we were class
9 counsel in a certified class action against Taco Bell alleging that its restaurant general managers were
10 misclassified as exempt under California law. The case was tried in the San Diego County Superior
11 Court before the Hon. Kevin Enright and settled after four weeks of trial.

12 5. I was also honored as one of the Daily Journal’s Top Labor & Employment Lawyers for
13 2010 for my work on *Rutti v. Lojack*. I speak on panels that involve class action, representative action
14 and employment issues such as trial methodology, class certification, discovery and privacy issues,
15 arbitration agreements and releases, mediation and settlement and recent developments in the field.
16 Speaking engagements are typically for organizations such as California Employment Lawyers
17 Association, Bridgeport CEB, and a wide range of Bar associations.

18 6. Over the years litigating these kinds of cases, we have developed a good deal of appellate
19 experience. It is quite common for our cases to traverse through the appellate courts during the course
20 of proceedings. We have also represented plaintiffs in many other appellate court decisions in state and
21 federal court and at the NLRB. Righetti Glugoski also represents various amicus groups on occasion in
22 court of appeal proceedings. We have handled appeals throughout California and in the federal courts
23 of the Ninth Circuit, the Seventh Circuit, the Fourth Circuit and the Federal Circuit.

24 7. We have been working with Reuben Nathan from Nathan & Associates, APC during the
25 entirety of this litigation. Mr. Nathan has extensive experience litigating class actions, including in the
26 area wage and hour litigation. I believe Mr. Nathan is well qualified to evaluate the claims in this case.
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1 **8. Notice to LWDA**

2 In 2016, the PAGA was amended to require the Court to “review and approve any settlement of
3 any civil action filed pursuant to this part.” (Cal. Labor Code § 2699(1)(2).) The amendment also
4 required that the “proposed settlement shall be submitted to the agency at the same time that it is
5 submitted to the court.” As such, the Settlement and this Motion have been concurrently submitted to
6 the LWDA in accordance with this section. A true and correct copy of the verification from the LWDA
7 of the submission to the LWDA of the proposed settlement is marked as **Exhibit 1**.

8 9. The Court appointed ILYM Group, Inc., as the third-party claim administrator (“Claims
9 Administrator”) and approved a comprehensive notice program for dissemination to the class members.
10 Defendant provided the Claims Administrator with the names, last known mailing addresses, and relevant
11 dates of employment of the 3,436 Class Members. The Claims Administrator commenced mailing by
12 sending the notice packets to the 3436 class members on September 2, 2025. See ¶ 7, of the Decl. of
13 Cassandra Polites from Claims Administrator ILYM Group. The opt out, opt in and objection deadline
14 was October 17, 2025. As noted above, no class member objected and only three members of the Class
15 submitted timely opt-out forms. See ¶ 11, Decl. of Cassandra Polites.

16 10. Prior to filing the initial complaint and throughout the litigation, Class Counsel
17 diligently pursued an investigation of the claims of Class Members against Defendant. There has been
18 a considerable amount of formal and informal investigation by both parties. Over the course of this
19 litigation, the parties have obtained an abundance of information to assist them in properly analyzing
20 their respective positions. This investigation has afforded both sides with ample opportunity to evaluate
21 the veracity and probable success of the class and individual claims. Counsel for the Parties have further
22 invested extensive time investigating the applicable law as it relates to class certification, Plaintiffs’
23 liability claims and damages, and the defenses thereto.

24 11. During all settlement discussions, the parties conducted their negotiations at arms’ length,
25 and, despite a mutual desire to resolve the case, always in an adversarial manner. Defendant strongly
26 denied liability and alleged a phalanx of affirmative defenses on both procedural and substantive grounds.
27 In addition, Plaintiffs had to surmount numerous roadblocks before achieving the desired result for the
28 Class. For instance, Plaintiffs first would have to prevail on their motion for class certification, which

1 was going to be heavily contested by Defendant. If the certification battle was lost, then the Class would
2 get nothing, barring a successful appeal in the Ninth Circuit which would take years and comes with the
3 risk that the trial court ruling will not be overturned. Even assuming Plaintiffs succeeded at certification,
4 Plaintiffs would likely face successive decertification motions and, in any event, a summary judgment
5 motion. Assuming Plaintiffs were able to defeat such motions, Plaintiffs would have to try the case to
6 verdict as a class action, which is, like all trials, fraught with uncertainties, particularly involving the use
7 of statistical sampling, not to mention the expense of identifying and transporting fact and expert
8 witnesses to testify at trial. The recovery for each Class Member is on fair and reasonable terms – taking
9 into consideration the amounts received, the risks inherent in litigation of this genre as discussed in detail
10 in the Preliminary Approval motion, and the reasonable tailoring of each Class Member’s claim to the
11 potential value of each claim. The parties have been able to construct a settlement that, given the
12 constraints and realities of the case, is fair, reasonable, adequate, and is in the best interests of the Class.

LITIGATION EFFORTS

13 12. The prosecution of this class action case involved a significant financial risk because Class
14 Counsel took this case on a pure contingency basis (meaning no guarantee of ever being paid, if the case
15 is lost), at the same time advancing all litigation costs out of their own pockets, while incurring ongoing
16 costs of paying overhead and salaries of employees who are working on this case. Class Counsel have
17 worked diligently to advance the interests of the class with no duplication of effort. Class Counsel
18 recommends settlement on the proposed terms.

19 13. The work in this case involved California wage and hour laws. This is a difficult area of
20 law based on overlapping state and federal statutes and agency interpretations. Work of this type requires
21 specialized learning, experience, and the willingness to take large risks. We attempted to efficiently
22 litigate the claims in this matter using a high level of skill in the difficult questions that arose in this case.
23 Even with four attorneys working on this case we were outnumbered by defense counsel at every stage.

24 14. A practice like ours can only properly litigate so many cases at one time. There is no
25 question that we were required to assign out and/or turn down work in other cases in order to meet the
26 demands of this case because there is a finite amount of resources available to work on active cases.
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1 the rates set forth in the fee application are fully consistent with the market rate for attorneys with
2 comparable expertise, experience and qualifications.

3 21. I am aware of hourly rates (or their historical equivalents) for other plaintiff counsel
4 approved by courts, including in *Carrillo v. Schneider Logistics Transloading & Distribution, Inc., et*
5 *al.*, No. CV 11-8557 CAS (DTBx) (C.D. Cal.) (September 24, 2015 order approving 2015 rates of
6 \$895/hr for partners, \$775/hr for a 1994 law graduate, \$650/hr for a 2000 law graduate, \$630/hr for a
7 2001 law graduate, \$550/hr for a 2004 law graduate, and \$450/hr for a 2008 law graduate, and 2015 rates
8 for Law Clerks (\$275/hr) and Paralegals (\$250/hr)); *Brooks v. U.S. Bank, N.A.*, Case No. C12-4935-EMC
9 (N.D. Cal) (June 16, 2014 order approving 2014 rate of \$895/hr for partner, and 2014 rates of \$775/hr
10 for a 1992 law graduate, \$610/hr for a 2001 law graduate, \$540/hr for a 2004 law graduate, \$275/hr for
11 law clerks, and \$250/hr for paralegals); *Luquetta v. Regents of the University of California*, Case No.
12 CGC-05-443007 (San Francisco County Superior Court) (October 31, 2012 Order approving 2012 rate
13 of \$850/hr for partner, and 2012 rates of \$700/hr for a 1994 law graduate, \$570/hr for a 2000 law school
14 graduate, \$250/hr for law clerks, and \$215/hr for paralegals); *Vasquez v. State of California*, Case No.
15 GIC 740832 (San Diego County Superior Court) (October 1, 2012 Order approving 2012 rate of \$850/hr
16 for partner in civil rights case and 2012 rate of \$375/hr for 2008 law school graduate); *Div 15 Tech v.*
17 *Sheet Metal Workers' International Association, Local 104*, Case Nos. No. C 10-05309 JSW, C 10-05312
18 JSW (approving 2011 rates, including \$545/hr for 2000 law school graduate and \$215/hr for paralegals);
19 *Air Line Pilots Ass'n Int'l v. United Airlines, Inc.*, CGC-07-468937 (JAMS Ref. No. 1100061566) (San
20 Francisco County Super. Ct.) (2011 rates of \$825/hr (partner)); *Zalua v. Tempo Research Corp.*,
21 BC319156 (Los Angeles County Super. Ct.) (2011 rates of \$825/hr (partner)).

22 22. In the course of my practice, I have reviewed the hourly rates of dozens of law firms in
23 California and elsewhere. The rates in this fee application are consistent with the market rates for
24 comparably qualified and experienced counsel handling similar civil litigation.

25 23. Consistent with the scope of this action and nature of the relief granted to the Class, and
26 the amount of time expended in prosecution of the case, Plaintiff and Class Counsel hereby move for an
27 award of \$4,200,000.00 in attorney's fees and \$40,394.93 in costs.
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24. In preparing this fee application, I reviewed the firm's time records, files and emails. I have spent 922.8 hours on this case. Based on my review of these records, I can attest that all of the time set forth was reasonably devoted to pursuing the Plaintiffs' interests and otherwise would have been billed to a fee-paying client. To calculate the lodestar for the time spent on this case, I personally reviewed and summarized the billing records incurred in prosecuting the matter. I eliminated any time entries by me that could be considered duplicative or inefficient. Righetti Glugoski's time records are attached to the Declaration of M. Righetti as Exhibit 2.

25. My partner Matthew Righetti and co-counsel Reuben Nathan of Nathan & Associates, APC have also provided declarations attesting to the hours each spent on this case in these various categories.

26. It is estimated that Class Counsel will expend (in total) an additional 15 hours attending the final approval hearing, overseeing the completion of administration of this Settlement including communicating with numerous Class Members, monitoring the distribution of proceeds, following up on missing payments, etc.

27. The total lodestar for Class Counsel (Righetti Glugoski, P.C. and Nathan & Associates) is \$3,553,895. The total lodestar for Righetti Glugoski is \$1,866,020. A true and correct copy of the lodestar for the entire Righetti Glugoski firm is marked and attached to the Declaration of Matthew Righetti. The lodestar breakdown for the law firm is as follows: Partner Matthew Righetti - \$998,250, Partner John Glugoski - \$830,520, law clerk Katherine Acosta - \$37,250.00. The amount of time spent on this case is reasonable given the complexity and novelty of the issues involved, the vigorous defense provided originally by Morgan Lewis & Bockius and followed by the Littler firm, the length and intensity of the litigation, and the results obtained. Based on Class Counsel's lodestar

28. I have reviewed the time and cost summaries submitted to the Court in the declarations of Mr. Nathan and Mr. Righetti. I attest to the amount of work performed by our two firms as well as the high quality of work and professional standards for both our firms.

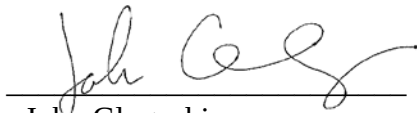
COUNSEL'S COSTS

29. Righetti Glugoski, P.C. incurred \$27,158.91 in costs. The costs incurred were both necessary and reasonable in litigating this matter. The costs incurred are for case filing fees, case

1 administration and service of process costs. A true and correct copy of the breakdown of the costs
2 reasonably incurred by the Righetti Glugoski, P.C. firm in this case is marked and attached as Exhibit 3
3 to the Declaration of M. Righetti.

4 I declare under penalty of perjury under the laws of the United States of America and the State of
5 California that the foregoing is true and correct. Executed this 17th day of November, 2025 at San
6 Francisco, CA.

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8 **RIGHETTI GLUGOSKI, P.C.**

9 By: 
10 John Glugoski
11 Attorney for Plaintiffs,
12 IGNACIO MACIEL, RUTH TORRES, and all
13 others similarly situated
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