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Attorneys for Plaintiff Kevin Hickey

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

KEVIN HICKEY, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

TRANSFORM SEARS HOME SERVICES,
LLC, a Delaware corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 34-2022-0321759

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Lauri A. Damrell

REPRESENTATIVE ACTION

**NOTICE OF ENTRY OF ORDER
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (PAGA)
SETTLEMENT AND JUDGMENT**

Complaint filed: June 14, 2022

Trial date: None Set

1 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD, AND TO THE
2 LABOR AND WORKFORCE DEVELOPMENT AGENCY:

3 NOTICE IS GIVEN that on March 28, 2025, the Court issued an Order Granting
4 Approval of Private Attorneys General Act (PAGA) Settlement and Judgment. A true and
5 correct copy of this PAGA Settlement Order is attached as Exhibit 1.

6 NOTICE IS FURTHER GIVEN that on March 28, 2025, the Court issued a Minute
7 Order re Hearing on Motion for Approval of Settlement (PAGA), a true and correct copy of
8 which is attached as Exhibit 2.

9 Pursuant to the PAGA Settlement Order and Minute Order, a Compliance Hearing Re:
10 Distribution of Settlement Funds has been scheduled for May 8, 2026 at 10:30 a.m. in
11 Department 22 of the above-captioned court, located at Gordon D. Schaber Courthouse, 720 9th
12 Street, Sacramento, California, 95814. At least 15 calendar days prior to the Compliance
13 Hearing, Class Counsel shall file a declaration regarding the status of the distribution of the
14 settlement funds. If the Court is satisfied that the settlement funds have been fully distributed,
15 no appearance will be required at the compliance hearing.

16 Respectfully submitted,

17 COHELAN KHOURY & SINGER
18 THE MARKHAM LAW FIRM
19 UNITED EMPLOYEES LAW GROUP

20 Dated: March 31, 2025

21 By:  _____

22 Maggie K. Realin

23 Attorneys for Plaintiff KEVIN HICKEY, on
24 behalf of himself and all others similarly situated
25
26
27
28

EXHIBIT 1

THE MARKHAM LAW FIRM

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Attorneys for Plaintiff Kevin Hickey

SUPERIOR COURT OF THE STATE OF CALIFORNIA**COUNTY OF SACRAMENTO**KEVIN HICKEY, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

TRANSFORM SEARS HOME SERVICES,
LLC, a Delaware corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 34-2022-00321759

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Lauri A. Damrell

REPRESENTATIVE ACTION**[PROPOSED] ORDER GRANTING
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (PAGA) SETTLEMENT
AND JUDGMENT**

Date: March 28, 2025

Time: 9:00 a.m.

Dept: 22

Reservation No: A-321759-001

Complaint filed: June 14, 2022

Trial date: None Set

FILED
Superior Court of California
County of Sacramento

03/28/2025

V. Aleman, Deputy

1 This matter came on for hearing on March 28, 2025 Department 22 of this Court on
2 Plaintiff's unopposed Motion for Approval of Private Attorneys General Act ("PAGA")
3 Settlement. Having consider the Motion, all legal authorities and documents submitted in
4 support, the declarations and the fully-executed Representative Action Settlement Agreement
5 and Release ("Settlement Agreement"), and good cause appearing, IT IS ORDERED that the
6 Motion is GRANTED, subject to the following orders:

- 7 1. The Court approves the Gross Settlement Amount of \$1,390,000.00;
- 8 2. The Court approves that this Settlement be paid out in installments as agreed in
9 paragraph 9.1 of the Settlement Agreement;
- 10 3. The Court orders 75% of the Net Settlement Fund, \$677,947.83, be paid to the
11 California Labor and Workforce Development Agency as PAGA penalties;
- 12 4. The Court orders 25% of the Net Settlement Amount, \$225,982.61, be paid to
13 the Aggrieved Employees in pro rata shares based on the number of pay periods worked from
14 April 8, 2021 to the date of this order, as PAGA penalties;
- 15 5. The Court approves and awards Plaintiff's Counsel, Cohelan Khoury & Singer,
16 The Markham, Law Firm and United Employees Law Group, attorneys' fees of \$463,333.33,
17 and litigation costs of \$16,936.23;
- 18 6. The Court finds the payment of \$5,800.00 to the Administrator, Simpluris, Inc.,
19 for expenses incurred in the administration of this Settlement, is fair and reasonable, and orders
20 the Administrator to make this payment to itself in accordance with the Agreement;
- 21 7. If any Aggrieved Employee fails to negotiate their settlement check within 180
22 calendar days after mailing, Simpluris, Inc. will send the amount of such settlement checks to
23 the California State Controller for deposit in the Unclaimed Property Fund in the name of the
24 employee.

25 **JUDGMENT**

- 26 1. In accordance with, and for the reasons stated in this Order, judgment shall be
27 entered whereby named Plaintiff and all Aggrieved Employees shall take nothing from
28 Defendants, except as expressly set forth in the Representative Action Settlement Agreement

1 and Release (“Settlement Agreement”), which was filed as part of Plaintiff’s Motion for Order
2 Granting Approval of a Private Attorneys General Act (“PAGA”) Settlement, and except as
3 specified in Plaintiff’s Individual Settlement and Release Agreement.

4 2. Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of
5 the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over
6 this action, the named Plaintiff, the Aggrieved Employees, and Defendants, for the purposes of:

7 3. Supervising the implementation, enforcement, construction, and interpretation
8 of the Settlement Agreement, the Order Granting Approval of a PAGA Settlement, and the
9 Judgment; and

10 4. Supervising distribution of amounts paid under this Settlement.

11 5. This document shall constitute a judgment for purposes of Rules of Court, Rule
12 3.769(h).

13 6. A Compliance Hearing is set for Friday, ^{May 8, 2026} ~~October 31, 2024~~ at 10:30 a.m. At least
14 15 days prior to the settlement compliance hearing, counsel shall file a declaration regarding
15 the status of the distribution of the settlement funds. If the Court is satisfied that the settlement
16 funds have been fully distributed, no appearance will be required at the settlement compliance
17 hearing.

18 **IT IS SO ORDERED.**

19
20 Dated: 3.28.25



A handwritten signature in cursive script, appearing to read "Lauri A. Damrell".

Honorable Lauri A. Damrell
Judge of the Superior Court

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court, Department 22

JUDICIAL OFFICER: HONORABLE LAURI A. DAMRELL

Courtroom Clerk: V. Aleman
Court Attendant: J. Flores

CSR: NONE

34-2022-00321759-CU-OE-GDS

March 28, 2025
9:00 AM

**Kevin Hickey vs. Transform Sears Home Services , LLC,
a Delaware corporation**

MINUTES

APPEARANCES:

No Appearances

**NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of
Settlement (PAGA)**

COURT RULING:

There being no request for oral argument the Court affirmed the tentative ruling.

TENTATIVE RULING:

Plaintiff Kevin Hickey's ("Plaintiff") motion for approval of the Parties' Private Attorneys General Act ("PAGA") settlement and related motion to file certain documents under seal are UNOPPOSED and GRANTED, as follows.

In the interests of judicial economy and efficiency, the Court combines its rulings on these motions into a single Tentative Ruling.

Status Conference (Compliance Hearing) is scheduled for 05/08/2026 at 10:30 AM in Department 22 at Gordon D. Schaber Superior Court.

The Court has provided specific direction on the information and argument the Court requires to grant a motion for approval of a PAGA action settlement. The Parties shall carefully review the Checklist for Approval of Class Action Settlements and fully comply with each applicable item to ensure a prompt ruling from the Court.

Motion to Seal

Plaintiff applies for an order permitting the individual settlement agreement between

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Plaintiff and Defendant Transform Sears Home Services LLC (“Defendant”) and the declaration of Shane Hansen be filed under seal. (Notice re Sealing, p. 1:2-8.) Plaintiff argues that (1) there is an overriding interest in keeping the terms of Plaintiff’s individual settlement and Defendant’s financial information confidential, which supports sealing the records; (2) a substantial probability exists that the Parties’ interests in confidentiality will be prejudiced if the records are not sealed; and (3) the proposed sealing is narrowly tailored and there is no less restrictive means to achieve the overriding interests in confidentiality. (Mot. re Sealing, pp. 5:11-6:13; see also Sigall Decl., ¶¶ 2-3.)

The Court agrees. Plaintiff’s motion to seal is GRANTED.

Background

On April 8, 2022, Plaintiff provided notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of Plaintiff’s intent to seek penalties under PAGA. (Singer Decl., ¶ 15, Exh. 2.) Plaintiff filed a class and representative action complaint on June 14, 2022, alleging claims for unpaid wages, including overtime for time spent working off the clock, failure to provide meal and rest periods, derivative wage statement and waiting time penalty claims, and violations of the UCL and PAGA. (*Ibid.*)

Upon discovery of an arbitration agreement, on March 30, 2023, Plaintiff voluntarily dismissed his class action claims without prejudice and amended the complaint to a PAGA-only action on April 10, 2023. (Singer Decl., ¶ 16.) Following the California Supreme Court’s decision in *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104, on July 31, 2023, Plaintiff agreed to submit his individual PAGA claims to individual arbitration, and Plaintiff filed a petition for arbitration on August 31, 2023. (*Ibid.*) Shortly after initiating the proceedings, the parties agreed to stay arbitration pending mediation. (*Ibid.*)

Plaintiff seeks approval of the Parties’ Representative Action Settlement Agreement and Release (“Agreement”). (Singer Decl., ¶ 14, Exh. 1 (“SA”).) Concurrent with the filing of the instant motion, Plaintiff provided notice of the settlement to the LWDA and served a copy of the motion on the LWDA. (*Id.*, ¶ 48, Exh. 7.)

Legal Standard

The purpose of PAGA is to “create a means of ‘deputizing’ citizens as private attorneys general to enforce the Labor Code.” (*Brown v. Ralphs Grocery Co.* (2011) 197 Cal.App.4th 489, 501.) A PAGA plaintiff is an “aggrieved employee” who brings a civil action “personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations” as the “proxy or agent of the state’s labor law enforcement agencies.” (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380; Labor Code, § 2699.) The settlement of a PAGA claim requires court approval pursuant to the operative PAGA statute, which states that the “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

part.” (Lab. Code, § 2699(l)(2).) Such review and approval must “ensur[e] that any negotiated resolution is fair to those affected.” (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

Aside from the requirement that the court “review and approve” a settlement in a civil action filed under PAGA (§ 2699, subd. (l)(2)), PAGA itself does not provide a standard for this review and approval in the majority of PAGA cases. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 75 (*Moniz*) [citing *Flores v. Starwood Hotels & Resorts Worldwide* (C.D. Cal. 2017) 253 F.Supp.3d 1074, 1075 “[PAGA] is surprisingly short on specifics”].) In *Moniz*, the First District Court of Appeal clarified that a trial court “should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Id.*, at p. 77.) Because many of the factors used to evaluate class action settlements bear on a settlement’s fairness – including the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount – these facts can be useful in evaluating the fairness of a PAGA settlement. (*Ibid.*)

Analysis

Under the terms of the Agreement, Defendant denies liability, but agrees to pay a Gross Settlement Amount (“GSA”) of \$1,390,000 to resolve Plaintiff’s claims on behalf of all Aggrieved Employees. (SA, ¶¶ 1.14, 3.1, 4.1.) An Aggrieved Employee is “all current and former non-exempt, hourly-paid service technician employees of Defendant within the State of California at any time during the PAGA Period.” (*Id.*, ¶ 1.1.) The PAGA Period means the period from April 8, 2021 through the date of the Approval Order. (*Id.*, ¶ 1.17.) The GSA shall be distributed without a claims process or an opportunity to object or opt out. (*Id.*, ¶ 6.2.)

The following amounts will be paid from the GSA:

- An attorneys’ fee award not to exceed one-third of the GSA which is currently estimated to be \$463,333.33 and reasonable documented costs directly incurred for purposes of this action not to exceed \$20,000. (SA, ¶ 4.2.)
- A Settlement Administrator’s payment not to exceed \$5,800. (*Id.*, ¶ 4.3.)

Counsel attests that their actual litigation costs are \$16,936.23. (Singer Decl., ¶ 33, Exh. 5; Markham Decl., ¶ 17.) The remaining amount – the Net Settlement Amount (“NSA”) – is therefore \$903,930.44 and will be paid 25% (\$225,982.61) to the Aggrieved Employees as Individual Settlement Payments and 75% (\$677,947.83) to the LWDA as the LWDA Payment. (SA, ¶¶ 1.9, 1.12, 1.15, 4.4.) The Aggrieved Employee Settlement Amount will be distributed to Aggrieved Employees based on their number of Pay Periods worked during the PAGA Period. (*Id.*, ¶ 6.1.) Specifically, the Individual Settlement Payments to Aggrieved Employees will be determined by dividing the Aggrieved Employee Settlement Amount by the total number of Pay Periods worked by all Aggrieved Employees, and then multiplying the resulting figure by the number of Pay Periods of each Aggrieved Employee during the PAGA Period. (*Id.*, ¶ 6.2.) For tax

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

purposes, the Parties agree that the Aggrieved Employee Settlement Amount shall be considered payment for alleged penalties, for which a Form 1099 will be issued to reflect these payments. (*Id.*, ¶¶ 4.4, 6.2.)

Within 14 calendar days after the Court grants approval of the proposed settlement, Defendant shall provide the Administrator with the Data List. (SA, ¶ 8.1.) The Administrator shall use First Class U.S. Mail to mail the Notice to Aggrieved Employees with distribution of PAGA Payments within 15 calendar days of the receipt of the Data List, using the most current, known mailing address for each Aggrieved Employee based on information provided by Defendant. (*Id.*, ¶ 8.2.) The mailing addresses contained in the Data List will be processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. (*Ibid.*) Any mailing returned to the Administrator as undeliverable shall be re-mailed within five calendar days to the forwarding address affixed thereto. (*Id.*, ¶ 8.3.) If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address using the NCOA for a single re-mailing via First Class U.S. Mail within five calendar days. (*Ibid.*) If the National Change of Address Database does not provide a correct address, the Settlement Administrator shall attempt to determine the correct address using the Aggrieved Employee’s Social Security number and any available information provided by Defendant. (*Ibid.*) Funds contained in the settlement checks that are returned as undeliverable and in settlement checks uncashed for more than 180 days after issuance will be tendered to the California State Controller’s Office – Unclaimed Property Fund, to be held in the name of the Aggrieved Employee. (*Id.*, ¶¶ 4.4, 9.3.2.)

Defendant shall fund the GSA in three equal tranches, each deposited in an interest-bearing account at a federal insured banking institution of the Settlement Administrator’s choice with all accrued interest to be added to the GSA. (SA, ¶ 9.1.) Defendant shall fund the first tranche within six months after the Effective Date, which is effectively the date the Court’s order granting approval of the settlement becomes final. (*Id.*, ¶¶ 1.8, 9.1.1.) Defendant shall fund the second tranche within three months after the first tranche has been funded. (*Id.*, ¶ 9.1.2.) Defendant shall fund the third tranche within three months after the second tranche has been funded. (*Id.*, ¶ 9.1.3.) The Parties agreed to these installment payments due to Defendant’s financial condition. (Mot., p. 8:1-4; Hansen Decl., ¶ 3, Exh. A)

The Settlement Administrator will disburse the NSA as follows:

- The distributions to the Aggrieved Employees, the Settlement Administrator, and Plaintiff’s counsel for litigation costs will be made within 15 calendar days after receipt of the funds from the first tranche. (SA, ¶ 9.2.1.)
- The distributions to the LWDA will be made within 15 calendar days after receipt of the funds from the second tranche. (*Id.*, ¶ 9.2.2.)
- The distributions to Plaintiff’s counsel for attorneys’ fees will be made within 15 calendar days after receipt of the funds from the third tranche. (*Id.*, ¶ 9.2.3.)

“Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees fully

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

and finally release and forever discharge the Released Parties from any and all Released PAGA Claims during the PAGA Period.” (SA, ¶ 5.1.) The “Released PAGA Claims” means “any and all claims that were asserted or that could have been asserted based on the facts alleged in the Action, based on the facts or claims alleged in any version of the filed complaints or enumerated in the letter sent by Plaintiff to the LWDA, irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. The released claims include, but are not limited to, PAGA claims based on any alleged failure to pay all wages due (including minimum wage, overtime, and double time wages), failure to pay for all hours worked (including off-the-clock work), failure to provide meal periods, failure to authorize and permit rest and recovery periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to provide accurate and itemized wage statements, record keeping violations (including failure to maintain adequate and accurate payroll records), failure to pay wages timely during employment, failure to pay final wages upon separation of employment, claims related to, pre and post-shift work, and failure to properly calculate or pay the regular rate of pay, claims derivative and/or related to these claims. The Released PAGA Claims shall be released by Plaintiff, the State of California, the LWDA, and all Aggrieved Employees, without any option to submit any Request for Exclusion.” (*Id.*, ¶ 1.21.)

Plaintiff and his counsel conducted extensive investigation and discovery into the claims alleged in this action. (Singer Decl., ¶ 18.) Before the mediation, Defendant produced timekeeping and payroll data for over 80% of employees (692 employees out of 851), which Plaintiff’s expert analyzed, and assisted Plaintiff’s counsel in preparing a model of the potential civil penalties. (*Ibid.*) In addition, Defendant produced relevant wage-and-hour policies and procedures. Based on this discovery and investigation, Plaintiff’s counsel was able to act intelligently and effectively in negotiating the proposed Settlement. (*Id.*, ¶ 19.) On October 16, 2024, the Parties participated in a full-day mediation with Hunter Hughes, a very well-regarded mediator experienced in wage and hour class actions. (*Id.*, ¶ 20.) Although Settlement was not reached at the mediation, Mr. Hughes tendered a mediator’s proposal that the Parties accepted. (*Ibid.*)

Plaintiff calculated Defendant’s exposure as follows, based on 851 Aggrieved Employees, including 509 former and 342 current employees, who worked a total of 34,669 pay periods during the PAGA Period:

- Failure to pay wages including overtime: 34,669 total pay periods x \$100 = \$3,466,900;
- Failure to provide meal periods: 18,547 pay periods subject to the 1st meal break violation x \$100 = \$1,854,700;
- Failure to provide rest periods: 29,781 affected pay periods (85.9% of 34,669 total pay periods with no rest break recorded) x \$100 = \$2,978,100;
- Failure to provide wage statements: 34,669 total pay periods x \$100 = \$3,466,900;
- Failure to pay wages at termination of employment: 509 former employees x \$100 = \$50,900.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

- Failure to provide timely earned wages (§ 204): 342 current employees x \$100 = \$34,200.

(Singer Decl., ¶ 30.) Accordingly, Defendant's maximum exposure is \$11,851,700. (*Id.*, ¶¶ 30-31.) The Court notes that this calculation assumes that "stacking" PAGA penalties is permissible. Counsel describes Plaintiff's PAGA claim, Defendant's arguments, and the risks associated with continued litigation. (*Id.*, ¶¶ 24-28.) Plaintiff considered several factors in reaching the decision to settle at this point in the litigation, including (a) the risk the Plaintiff would not prevail on his claims in arbitration, foreclosing his ability to represent aggrieved employees and the LWDA in the PAGA case; (b) the risk that the Plaintiff's claims could not be manageably tried; (c) the risk and uncertainty in proving liability and PAGA penalties at trial; (d) the prospect that the Court could substantially reduce any award of civil penalties on the grounds that "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory," pursuant to Labor Code § 2699(e)(2); and (e) the risk that Defendant would appeal any unfavorable judgment. (*Id.*, ¶ 23.) Here, the GSA represents approximately 11.7% of Defendant's maximum exposure. (*Id.*, ¶ 31.)

Counsel further attests to their experience litigating similar claims. (Singer Decl., ¶¶ 2-13, 36; Markham Decl., ¶¶ 3-9; Haines Decl., ¶ 3.) The Court finds the Settlement fair, reasonable, and adequate as required under California Labor Code section 2698 *et seq.* The Court also finds that the Settlement Agreement provides a recovery that creates an effective substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and the LWDA.

Aggrieved Employee Notice

The Administrator will provide notice with the distribution of the PAGA Payment to the Aggrieved Employees. (SA, ¶ 1.13; Exh. A.) The Notice fairly describes the Agreement and the Aggrieved Employees' release. The notice should include the following language at the top in bold letters: **"This settlement does not release any individual claims that you might have against Defendant."** With this revision, the notice is approved.

Given the minor nature of the revision, the Court need not review a revised copy.

Settlement Administrator

The Agreement designates Simpluris, Inc. ("Simpluris") as Administrator. (SA, ¶ 1.23.) The Agreement provides for an Administrator Expenses Payment not to exceed \$5,800. (*Id.*, ¶ 1.24; Islas Decl., ¶ 8, Exh. C.)

Simpluris is appointed Settlement Administrator, and the costs are reasonable and approved.

Attorneys' Fee Award and Costs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

The Agreement provides for an attorneys' fees award of not more than one-third of the GSA (\$463,333.33) and litigation expenses of not more than \$205,000. (SA, ¶ 4.2.) The fee split is as follows: 50.34% is allocated to Cohelan, Khoury & Singer, 16.33% to The Markham Law Firm, and 33.33% to United Employees Law Group. (Singer Decl., ¶ 34.) Plaintiff consented to this split in writing. (*Ibid.*) Plaintiff argues that the requested fees are reasonable because PAGA provides for the recovery of reasonable attorneys' fees, the California Supreme Court has affirmed the granting of attorneys' fees in common fund cases based on a percentage of the recovery, and Courts routinely award attorneys' fees equaling one-third or more of the common fund. (Mot., pp. 15:1-15, 15:26-17:12.) Plaintiff also argues that the fee request is supported by the results achieved. (*Id.*, p. 15:17-24.) Finally, Plaintiff argues that the request is supported by a lodestar cross-check. (*Id.*, pp. 17:14-20:4.)

Counsel attests that their combined lodestar is \$120,148.50, based on 217.2 hours. (Singer Decl., ¶ 33, Exh. 3.) The lodestar is broken down as follows:

Cohelan Khoury & Singer				
Attorney	Year Admitted	Hourly Rate	Hours	Lodestar
Isam C. Khoury (Partner)	1974	\$925	12.6	\$11,655.00
Michael D. Singer (Managing Partner)	1984	\$995	2.3	\$2,288.50
Maggie K. Realin (Partner)	2009	\$700	55.5	\$38,850.00
Amber Worden (Paralegal)	N/A	\$200	0.9	\$180.00
Matthew Atlas (Paralegal)	N/A	\$175	4.1	\$717.50
		Total:	75.40	\$53,691.00

The Markham Law Firm				
Attorney	Year Admitted	Hourly Rate	Hours	Lodestar
David R. Markham (Partner)	1976	\$815	16.5	\$13,447.50
Maggie K. Realin (Former Partner)	2009	\$700	10.8	\$7,560.00
Lisa R. Brevard (Associate)	2018	\$400	52.3	\$20,920.00
Leeanna D. Carcione (Paralegal)	N/A	\$175	23.6	\$4,130.00
Noor Haleem	N/A	\$175	13.3	\$2,327.50

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

(Paralegal)				
		Total:	116.50	\$48,385.00

United Employees Law Group				
Attorney	Year Admitted	Hourly Rate	Hours	Lodestar
Walter L. Haines (Attorney)	1976	\$725	25.3	\$18,342.50
		Total:	25.3	\$18,342.50

(Singer Decl., ¶ 33, Exh. 3; Markham Decl., ¶¶ 11-16, Exh. 1; Haines Decl., ¶¶ 6-9.) Counsel confirms that the fees sought for their paralegals are appropriate because each meets the requirements of Business & Professions Code section 6450 *et seq.* (Singer Decl., ¶ 42; Markham Decl., ¶ 16.) Counsel also provides a description of the tasks performed by each billing professional and the time spent on each task. (Singer Decl., ¶ 33, Exh. 3; Markham Decl., ¶ 11, Exh. 1; Haines Decl., ¶¶ 6, 8.)

Counsel's combined lodestar requires a multiplier of approximately 3.86. (Singer Decl., ¶ 37.) Plaintiff argues that this multiplier is reasonable and consistent with multipliers awarded in Counsel's other cases. (Mot., p. 18:7-16; Singer Decl., ¶ 39.) While this multiplier is higher than this Court typically approves, the Court is persuaded that the requested award of one-third of the GSA is reasonable and appropriate under the circumstances and in light of the substantial PAGA settlement obtained.

Counsel attests that they seek reimbursement of actual costs of \$16,936.23, including \$12,587.64 incurred by Cohelan Khoury & Singer and \$4,348.59 incurred by the Markham Law Firm. (Singer Decl., ¶ 43, Exh. 5; Markham Decl., ¶¶ 11, 17, Exh. 1.) The Court finds these actual costs reasonable and appropriate under the circumstances.

Plaintiff's Individual Settlement

Defendant's arbitration agreements prevented Plaintiff from bringing individual damages claims in court. (Singer Decl., ¶ 44.) Plaintiff released all claims in this Action, and waived Civil Code section 1542, in exchange for a monetary compensation as specified in a separate confidential settlement agreement. (Mot., pp. 20:26-21:1.) This release does not extend to Plaintiff's claims asserted against the Released Parties in Plaintiff's separate action for discrimination and failure to accommodate claims under FEHA. (*Id.*, p. 21:1, fn 1, referring to *Hickey v. Transform Sears Home Services LLC, et al.*, Los Angeles Superior Court Case No. 23STCV23723.) While the Agreement does not provide for a service award, Plaintiff describes his efforts and attests that he spent approximately 71 hours on this matter. (Hickey Decl., ¶ 11-13.)

Having reviewed the individual settlement agreement filed under seal, the Court has no concerns.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Disposition

Finding no objection, the Court GRANTS Plaintiff's motion. The Court will sign the Proposed Order and Proposed Judgment submitted with Plaintiff's moving papers, correcting the compliance hearing date in Paragraph 6.

The Court sets a further Compliance Hearing for **May 8, 2026 at 10:30 a.m.** At least 15 days prior to the hearing, Counsel shall file a declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required.

To request oral argument on this matter, you must call Department 22 at (916) 874-5762 by 4:00 p.m., the court day before this hearing and notification of oral argument must be made to the opposing party/counsel. If no call is made, the tentative ruling becomes the order of the court. (Local Rule 1.06.)

Parties requesting services of a court reporter may arrange for private court reporter services at their own expense, pursuant to Government code §68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf>. The list of Court Approved Official Reporters Pro Tempore is available at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf>.

If you are not using a reporter from the Court's Approved Official Reporter Pro Tempore list, a Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) must be signed by each party, the private court reporter, and the Judge. The signed form must be filed with the clerk prior to the hearing.

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211). The form must be filed with the clerk at least 10 days prior to the hearing or at the time the hearing is scheduled if less than 10 days away. Once approved, the clerk will forward the form to the Court Reporter's Office and an official reporter will be provided.

If oral argument is requested, the Parties are encouraged to appear via Zoom with the links below:

To join by Zoom link - <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone dial (833) 568-8864 ID 16184738886

Counsel for Plaintiff is directed to notice all parties of this order.

Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

<https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.

/s/ V. Aleman

By: V. Aleman, Deputy Clerk

Minutes of: 03/28/2025
Entered on: 03/28/2025