

THE MARKHAM LAW FIRM

David R. Markham (SBN 71814)

dmarkham@markham-law.com

Lisa R. Brevard (SBN 323391)

lbrevard@markham-law.com

888 Prospect Street, Suite 200

La Jolla, CA 92037

Telephone: (619) 399-3995/Facsimile: (619) 615-2067

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Maggie K. Realin (SBN 263639)

mrealin@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Facsimile: (619) 595-3000

UNITED EMPLOYEES LAW GROUP

Walter L. Haines (SBN 71075)

whaines@uelglaw.com

8605 Santa Monica Blvd., #63354

West Hollywood, CA 90069

Telephone: (562) 256-1047/Facsimile: (562) 256-1006

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

**DECLARATION OF MICHAEL D. SINGER
IN SUPPORT OF MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL ACT
(PAGA) SETTLEMENT**

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

1 I, Michael D. Singer, declare as follows:

2 1. I am the Managing Partner at the law firm of Cohelan Khoury & Singer, co-
3 counsel of record for Plaintiff Kevin Hickey (“Plaintiff”) in this Action. I submit this
4 declaration in support of the Motion for Approval of Private Attorneys General Act (PAGA)
5 Settlement. The following facts are within my personal knowledge and if called to testify I
6 could and would competently testify to them.

7 2. I am a 1984 Hastings graduate, admitted to the California State Bar in 1984 and
8 the Colorado State Bar in 2001. I have been admitted to practice before the following courts:
9 U.S. Supreme Court; Ninth Circuit Court of Appeals; Southern, Central, Northern, and Eastern
10 Districts of California; and all California State Courts.

11 3. In 1981, Timothy D. Cohelan and Isam C. Khoury formed Cohelan & Khoury, a
12 Partnership of Professional Law Corporations, and within a few years began to focus on class
13 actions. I joined Cohelan & Khoury in 2000 and was named partner in 2003. In 2009, Cohelan
14 & Khoury became Cohelan Khoury & Singer. Our firm represents plaintiffs in complex, class
15 and representative action litigation, including wage and hour, labor and employment, antitrust,
16 consumer protection, construction defect and other public interest type class and representative
17 actions.

18 4. I was admitted as a fellow to the College of Labor and Employment Attorneys in
19 2020, and was named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor
20 and Employment Attorneys. I, along with Isam Khoury, a founding Partner of the firm, and
21 Partner Diana M. Khoury, have also been selected by our peers based on ethics, experience and
22 reputation as Super Lawyers in Civil Litigation by the Southern California Super Lawyers
23 Magazine for the years 2012 through the present.

24 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
25 provide the Mandatory Continuing Legal Education activity titled “Litigating California Class
26 Actions” and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.
27 Cohelan, is the author of Cohelan on California Class Actions (1997-2025, updated annually),
28 part of Thomson Reuters Expert Series. I am a contributing author on the CEB publication

1 California Wage and Hour Law: Compliance and Litigation (2010-2024, updated annually), in
2 which I wrote the opening chapter overview on California Wage and Hour laws, including the
3 public policy underpinnings for those laws, and the Private Attorneys General Act (PAGA)
4 Claim chapter. I am also a contributing author to the CEB Practitioner (2020), including
5 guidelines for oral argument and forms for PAGA litigation. I have served as a columnist for the
6 California State Bar, Litigation Section on wage and hour litigation and have contributed
7 articles on wage and hour and class action issues through the years to numerous California
8 publications.

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

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

23 8. I have participated in over 50 appellate cases and argued writs and appeals
24 before several California District Courts of Appeal, successfully arguing the landmark *Vaquero*
25 appeal for plaintiffs in the Second District Court of Appeal, *Vaquero v. Stoneledge Furniture,*
26 *LLC* (2017) 9 Cal.App5th 98 (requiring employers separately pay commission sales employees
27 for rest periods). As lead counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly
28 reported at (2008) 165 Cal.App.4th 25], I argued before the Fourth District Court of Appeal in

1 May 2008 on transfer from the California Supreme Court, and co-authored the briefing in the
2 successful Supreme Court appeal. I have also argued federal appeals in the Second, Third, and
3 Ninth Circuit Courts of Appeals. In addition, I have drafted numerous appellate briefs as the
4 appellant, respondent, or amicus curiae in various employment class and individual actions. My
5 firm has successfully tried multiple class cases, obtained appellate reversals of class
6 certification denials (*Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and certified
7 multiple consumer and wage and hour class actions.

8 9. I have drafted amicus letters on a range of issues, primarily for the California
9 Employment Lawyers Association (CELA), supporting publication or depublication of Court of
10 Appeal decisions. I have been primarily responsible for dozens of wage and hour class actions,
11 from drafting the complaint, through discovery, dispositive motions, settlement, and settlement
12 approval. I have also acted as lead appellate counsel in the following class action and PAGA
13 action cases: *Maldonado, et al. v. Fast Auto Loans, Inc. dba RPM Lenders* (2021) 60 Cal. App.
14 5th 710 (2021); *Mondragon v. Santa Ana Healthcare & Wellness Ctr., LP* (September 29,
15 2021, B307872) [nonpub. opn.]

16 10. Isam C. Khoury, Founding Partner, is a 1970 graduate of the University of
17 California at San Diego and received a law degree from Hastings School of Law in 1973. Mr.
18 Khoury is a member of the State Bar of California, admitted in 1974, the San Diego County
19 Bar Association, Consumer Attorneys of San Diego and Consumer Attorneys of California. He
20 has successfully litigated numerous complex civil matters to verdict, jury and non-jury. His
21 main areas of practice include civil tort litigation, personal injury, business torts, antitrust
22 and class action cases. In recent years, Mr. Khoury has emphasized wage and hour class action
23 matters, having assisted in the litigation to judgement or settlement of over 300 wage and hour
24 class actions. He has been approved as a CLE lecturer and has participated in seminars on class
25 action wage and hour issues, the complexities of mediation, and the procedural requirements
26 involved in class action settlements. He has argued appeals and been co-counsel in several
27 matters of major import including California Supreme Court decisions including the *Brinker*
28 decision clarifying California meal and rest break requirements.

11. Partner Maggie Realin worked for a certified appellate law specialist in San Diego for five years. Subsequently, she was an associate at a San Diego consumer class action firm, where she represented consumers in class actions against large corporations, specifically in the area of deceptive food labeling. Ms. Realin then joined an employment class action firm in 2013, where she focused on representing employees in wage and hour class actions. On February 26, 2020, Ms. Realin was rated AV Preeminent by Martindale Hubbell. In 2024, Ms. Realin joined Cohelan Khoury & Singer, where her practice continues to focus on employee-side wage and hour class actions.

12. As a part of our overall firm philosophy lawyers perform community service and 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 have served on the Legal Aid at Work Board of Directors since 2010. 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. Partner Diana M. Khoury has been a member of the San Diego County Bar Association, Consumer Attorneys of San Diego, and Consumer Attorneys of California, serving and chairing various committees through the years for these organizations. Partner Maggie Realin has volunteered at the Legal Aid Society of San Diego where she advised clients on preparing and filing civil restraining orders and answers to unlawful detainer, for which she was awarded a Wiley B. Manuel Award for Pro Bono Legal Services in 2010. Partner Jeff Geraci is a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Our firm's 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.

13. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded over 300 state and federal class and

1 representative actions.

2 14. We consider ourselves experienced and qualified to evaluate the claims and
3 viability of the defenses. That experience and those qualifications allowed our firm to assist in
4 achieving an efficient resolution of the claims in this matter for the maximum Gross Settlement
5 Amount of \$1,390,000.00 which is intended to settle all claims, demands, rights, liabilities,
6 and/or causes of action for PAGA penalties pursuant to Labor Code Section 2699 for violations
7 of the California Labor Code. The proposed Settlement is memorialized in the Representative
8 Action Settlement Agreement and Release (“Settlement” or “Agreement”), attached as Exhibit
9 1.

10 15. Plaintiff Kevin Hickey filed a class and representative action complaint on June
11 14, 2022 in Sacramento Superior Court, alleging claims for unpaid wages, including overtime
12 for time spent working off the clock, failure to provide meal and rest periods, derivative wage
13 statement and waiting time penalty claims, and violations of the UCL and PAGA. Plaintiff sent
14 a PAGA letter on April 8, 2022, and the relevant time period for PAGA penalties started on
15 April 8, 2021. Attached as Exhibit 2 is a true and correct copy of Plaintiff’s PAGA Notice.

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

23 17. Transform Sears is in the business of providing and servicing home appliances. It
24 employs Service Technicians who are dispatched to residential locations to provide repair
25 services and make warranty and appliance sales to customers.

26 18. Plaintiff and his counsel conducted extensive investigation and discovery into the
27 claims alleged in this action. Before the mediation, Defendant produced timekeeping and
28

1 payroll data for over 80% of employees (692 employees out of 851), which Plaintiff's expert
2 analyzed, and assisted Plaintiff's counsel in preparing a model of the potential civil penalties.

3 19. In addition, Defendant produced relevant wage-and-hour policies and
4 procedures. Based on this discovery and investigation, Plaintiff's counsel was able to act
5 intelligently and effectively in negotiating the proposed Settlement.

6 20. On October 16, 2024, the Parties participated in a full-day mediation with Hunter
7 Hughes, a very well-regarded mediator vastly experienced in wage and hour class actions.
8 Although Settlement was not reached at the mediation, Mr. Hughes tendered a mediator's
9 proposal that the Parties accepted. After many conversations and emails, a detailed Settlement
10 Agreement was fully signed on February 27, 2025.

11 21. The Gross Settlement Amount of \$1,390,000.00 is consistent with PAGA's goal
12 of penalizing Defendant for the alleged violations, deterring future violations, and providing a
13 benefit to the public through enforcement of state labor laws.

14 22. The Settlement provides a substantial benefit to the State of California, with the
15 LWDA receiving \$677,947.83, as 75% of the Net Settlement Amount, to assist with future
16 enforcement of state labor laws. The Settlement also provides a substantial benefit to the
17 Aggrieved Employees, who will share approximately \$225,982.61 as 25% of the Net Settlement
18 Amount.

19 23. Plaintiff obtained a meaningful amount in civil penalties despite facing
20 significant challenges and risks had the litigation continued. Plaintiff considered several factors
21 in reaching the decision to settle at this point in the litigation, including (a) the risk the Plaintiff
22 would not prevail on his claims in arbitration, foreclosing his ability to represent aggrieved
23 employees and the LWDA in the PAGA case; (b) the risk that the Plaintiff's claims could not be
24 manageably tried; (c) the risk and uncertainty in proving liability and PAGA penalties at trial;
25 (d) the prospect that the Court could substantially reduce any award of civil penalties on the
26 grounds that "to do otherwise would result in an award that is unjust, arbitrary and oppressive,
27 or confiscatory," pursuant to Labor Code § 2699(e)(2); and (e) the risk that Defendant would
28 appeal any unfavorable judgment. Continued litigation would be an expensive, time-consuming

1 and uncertain proposition, and could lead to an unfavorable judgment and/or a lengthy and
2 unsuccessful appeal.

3 24. Defendant's timekeeping policy specifically forbids off-the-clock work, and
4 Defendant paid substantial overtime during the relevant time period. Defendant will further
5 argue that Technicians did not know a full-day schedule ahead of their shifts, so thus, they were
6 not responsible for taking inventory of their vans and restocking the supplies necessary for a full
7 day of work, and in addition, most of the time the supplies were at the warehouse or sent
8 directly to the customer's house, so Technicians would be on the clock when
9 stocking/organizing their vans.

10 25. Plaintiff will further argue that almost 40% of shifts (representing 96% of pay
11 periods) had a missed, short or late meal break, raising a presumption under *Donohue v. AMN*
12 *Servs., LLC* (2021) 11 Cal.5th 58 that meal breaks were not provided. *Id.* at 75-76. However,
13 this violation rate mostly applies to second meal breaks, and Defendant will argue that most
14 employees signed a second meal break waiver, resulting in a decreased violation rate which
15 affects only 54% pay periods.

16 26. Also, the payroll records reveal meal break premiums, which shows Defendant
17 had a policy or practice of paying them. Also, Defendant will likely contend that individualized
18 issues of Service Technicians' meal break practices will be needed to rebut the *Donohue*
19 presumption, which might affect the manageable prosecution of this action. Also, beginning in
20 April 2023, Defendant introduced meal break attestations (requiring employees to confirm if
21 they took compliant meal breaks), which, according to Transform Sears, cuts off all liability
22 after that time.

23 27. To Plaintiff's argument that 88% of shifts (representing 86% of pay periods)
24 show missed rest breaks, Transform Sears will counter-argue that rest break recordings were not
25 mandatory, and hence, those records are not reliable.

26 28. Should the Court accept Defendant's evidence and arguments, the possibility of
27 penalties could be significantly reduced, if not eliminated.

28 ///

29. Considering the risks of continued litigation, the uncertainties involved in the split of authority on the issue of issue preclusion should Defendant prevail on arbitration, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment, it is clear that the non-reversionary settlement amount of \$1,390,000 is fair, adequate, and reasonable in light of PAGA's purpose to remediate present labor law violations, to deter future violations, and to maximize enforcement of the Labor Code.

30. There are 851 Technicians during the PAGA period, 509 former and 342 current employees, who worked a total of 34,669 pay periods during the PAGA Period. Defendant's exposure is as follows:

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

31. The proposed \$1,390,000 settlement obviates all of these risks, and represents 11.7% of Defendant's maximum potential exposure (11.7% of \$11,851,700 maximum exposure), of what may have been obtained through lengthy, expensive, and risky litigation, or 16.7% for Plaintiff's direct unpaid time and meal and rest break claims (16.7% of \$8,299,700). The settlement amount is reasonable, fulfills the purpose of PAGA and provides a substantial amount to the LWDA for education and enforcement.

///

32. The settlement was reached after extensive informal discovery, review and analysis of all relevant policies, expert analysis, and protracted negotiation. Taking all factors into consideration, Plaintiff's Counsel concluded the settlement is more than "fair, reasonable, and adequate," and avoids the risk, that after extended litigation, there could be little or no recovery.

33. Plaintiffs' Counsel requests \$463,333.33 for their attorneys' fees, (33.33% of the GSA), and \$16,936.23 in litigation costs. As of the date of the filing of this Motion, Plaintiff's Counsel will have expended 217.2 hours, a lodestar of \$120,148.50, and \$16,936.23 in litigation costs to obtain approval of the Settlement. Attached as Exhibit 3 is a true and correct copy of a Summary of Time & Costs for all Plaintiff Counsel. Attached as Exhibit 4(A-C) is a true and correct copy of time records from Cohelan Khoury & Singer. Attached as Exhibit 5 is a true and correct copy of costs incurred by Cohelan Khoury & Singer.

34. 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. The client consented to this split in writing.

35. Plaintiff's request for attorneys' fees in the amount of 33.33% of the GSA is reasonable given the significant result achieved on behalf of the State of California and Aggrieved Employee. First, the settlement amount of \$1,390,000 represents 11.7% of the realistic value of the PAGA claims.

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

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

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

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

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

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

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

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

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

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

13 j) *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).

15 k) *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).

17 l) *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).

19 m) *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).

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

23 o) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County
Superior Court, Case No. 34-2018-00237087 (Hon. Lauri A. Damrell – attorneys’ fees of 33-
1/3% of \$325,000 settlement in Class and Representative action).

25 p) *Sanchez, et al. v. Renzenberger, Inc. et al.*, Los Angeles County Superior Court,
Case No. 19STCV46131 (Hon. Yvette M. Palazuelos – attorneys’ fees of 33-1/3% of
\$2,400,000 settlement in Class and Representative action).

27 q) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior
Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack – attorneys’ fees of 33-1/3% of
\$9,000,000 settlement in Class and Representative action).

29 r) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No.
21STCV18635 (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in
Class and Representative action).

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

t) *Foley, et al. v. Yuen;s Enterprise Obe, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVDSI912925 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3% of \$2,824,090.50 settlement in Class and Representative action).

u) *Schiller v. Ashley Distribution Services, LTD.*, San Bernardino County Superior Court, Case No. CIVDS2013264 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3% of \$350,000 settlement in Class and Representative action).

v) *Caracoza, Jr. v. Ashley Furniture Industries, Inc.*, San Bernardino County Superior Court, Case No. CIVDS2012912 (Hon. Corey G. Lee – attorneys’ fees of 33-1/3% of \$2,500,000 settlement in Class and Representative action).

w) *Morris v. The Lincoln National Life Insurance Company.*, Los Angeles County Superior Court, Case No. 22STCV20426 (Hon. Lawrence P. Riff – attorneys’ fees of 33-1/3% of \$500,000 settlement in Class and Representative action).

x) *Augustine, et al. v United Parcel Service, Inc.*, Los Angeles County Superior Court, Case No. BC636468 (Hon. Stuart M. Rice – attorneys’ fees of 33-1/3% of \$5,188,336.88 settlement in Class and Representative action).

y) *Parra, et al. v Aztec Landscaping, Inc.*, San Diego County Superior Court, Case No. 37-2019-00002992 (Hon. James A. Mangione – attorneys’ fees of 33-1/3% of \$3,000,000.00 settlement in a certified Class action).

z) *Butler v. Powerschool Group LLC*, Sacramento County Superior Court, Case No. 34-2021-00299363 (Hon. Jill H. Talley – attorneys’ fees of 33-1/3% of \$898,852.00 settlement in in Class and Representative action).

37. If the fee were calculated using lodestar, rather than a common fund percentage, less than a 4.0 multiplier would be applied. ($\$463,333.33/\$120,148.50 = 3.85$).

38. Plaintiff’s Counsel’s work to obtain a class settlement was reasonable and necessary and is reflected in the excellent result achieved for Aggrieved Employees.

39. Cohelan Khoury & Singer has been awarded equal or greater multipliers in other cases: *McGrath v. Wyndham Resort Dev. Corp.*, (S.D.Cal. Jan. 30, 2018, No. 15cv1631 JM (KSC)) 2018 U.S.Dist.LEXIS 16095*24 [Hon. Jeffrey T. Miller – approving attorneys’ fees of \$2,416,666.67 and **4.8 multiplier**, one-third of \$7,250,000 settlement in a pre-certification wage and hour class action]; *Jones v. Abercrombie & Fitch Trading Co.*, (C.D.Cal. Nov. 19, 2018, No. CV 15-0105 JGB (Ex)) 2018 U.S.Dist.LEXIS 198001 *24-25 [Hon. Jesus G. Bernal – approving attorneys’ fees of \$2,400,000 and **3.7 multiplier**, one-third of \$9,600,000 settlement in a pre-certification wage and hour class action]; *Schaffer v. Rady Children’s Hosptial – San Diego, et al.*, San Diego County Superior Court, Case No. 2015-00022978 (Hon. Joel R.

1 Wohlfeil – approving attorneys’ fees of \$4,166,666 and **3.98 multiplier**, one-third of
2 \$12,500,000 settlement in a certified wage and hour class action); *Rodriguez v. Healthcare*
3 *Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case No. BC541313] Hon.
4 Kenneth Freeman – approving attorneys’ fees of \$2,000,000 and **5.05 multiplier**, one-third of
5 \$6,000,000 settlement in a pre-certification wage and hour class action]; *De Benning v. Costco*
6 *Wholesale Corporation*, Sacramento County Superior Court, Case No. 2021-00309030 [Hon.
7 Jill H. Talley – approving attorneys’ fees of \$3,000,000 and **7.99 multiplier**, one-third of
8 \$9,000,000 settlement in a pre-certification wage and hour class action]; *Tam v. Q Tech*
9 *Corporation*, Los Angeles County Superior Court, Case No. 21STCV18635 [Hon. Elihu M.
10 Berle – approving attorneys’ fees of \$216,666.67 and **3.49 multiplier**, one-third of \$650,000
11 settlement in a pre-certification wage and hour class action].

12 40. Plaintiff’s counsel litigated this case on a contingent basis, incurring almost
13 \$17,000 in costs with no guarantee of recovery and with any payment deferred to the end and
14 entirely contingent on the outcome. Plaintiff’s counsel invested over 217 hours of attorney and
15 support staff time into this action, with payment deferred to the end and entirely contingent on
16 the outcome.

17 41. Cohelan Khoury & Singer’s skill and experience support their hourly rates:
18 Founding Partner, Isam C. Khoury \$925; Managing Partner, Michael D. Singer - \$995; Partner,
19 Maggie Realin - \$700; Certified Paralegal, Amber Worden - \$200; Certificated Paralegal,
20 Matthew Atlas - \$175. Laffey Matrix would actually provide for a rate increase: Founding
21 Partner, Isam C. Khoury - \$1,141 (20+ years out of law school); Managing Partner, Michael D.
22 Singer - \$1,141 (20+ years out of law school); Partner, Maggie Realin - \$948 (11-19 years out
23 of law school; Certified Paralegal, Amber Worden - \$258; Certificated Paralegal, Matthew
24 Atlas - \$258. Attached as Exhibit 6 is a true and correct copy of the Laffey Matrix (accessed
25 February 24, 2025, available at <http://www.laffeymatrix.com/see.html>).

26 42. Further, the fees sought for paralegals Amber Worden and Matthew Atlas are
27 appropriate because each meets the requirements of Business & Professions Code section 6450
28 *et seq*, including qualifications and continuing education and their hourly billing rates and hours

1 worked are reasonable and usual for the services rendered.

2 43. The Settlement provides for reimbursement of costs not to exceed \$20,000.
3 Plaintiff's Counsel seeks reimbursement of actual costs of \$16,936.23. These costs are
4 reasonable and were necessary to prosecute this case. Attached as Exhibit 5 is a true and correct
5 copy of Cohelan Khoury & Singer's Itemized Costs.

6 44. Defendant's arbitration agreements prevented Plaintiff from bringing individual
7 damages claims in court.

8 45. As with the representative PAGA claims, Defendant strongly denies the merits
9 of the individual claims, asserted credible defenses, and resolved the claims only to buy peace
10 and avoid the inconvenience and expense of arbitration.

11 46. Subject to the usual litigation risks, the settlement amount is less than what
12 Plaintiff may have reasonably obtained in arbitration if successful. If considered only as a
13 payment for a general release of claims, no part of the payment is consideration for agreeing to
14 settlement of PAGA claims.

15 47. Pursuant to Local Rule 2.99.05, Plaintiff's Counsel has reviewed the checklist
16 and the motion briefing complies with the checklist.

17 48. On the same date this motion is filed with the Court, it will be served upon
18 Defendant and provided to the Labor and Workforce Development Agency ("LWDA")
19 electronically through the LWDA's website using the appropriate intake form. Attached as
20 Exhibit 7 is a true and correct copy of the LWDA's Confirmation of Receipt.

21 I declare under the penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct and this declaration is executed on March 4, 2025 in San Diego,
23 California.

24 
25 Michael D. Singer
26
27
28

EXHIBIT 1

SEYFARTH SHAW LLP
Andrew M. Paley (SBN 149699)
apaley@seyfarth.com
Brian P. Long (SBN 232746)
bplong@seyfarth.com
Michael A. Sigall (SBN 305849)
msigall@seyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

Attorneys for Defendant Transform Sears Home Services LLC

THE MARKHAM LAW FIRM
David R. Markham (SBN 07184)
dmarkham@markham-law.com
Lisa Brevard (SBN 323391)
lbrevard@markham-law.com
888 Prospect Street, Suite 200
La Jolla, California 92037
Telephone: (619) 399-3995
Facsimile: (619) 615-2067

Attorneys for Plaintiff, on behalf of himself and all others similarly situated

COHELAN KHOURY & SINGER
Isam C. Khoury (SBN 58759)
ikhoury@ckslaw.com
Michael D. Singer (SBN 115301)
msinger@ckslaw.com
Maggie K. Realin (SBN 263639)
mrealin@ckslaw.com
605 C Street, Suite 200
San Diego, California 92101
Telephone: (619) 595-3001
Facsimile: (619) 595-3000

Attorneys for Plaintiff, on behalf of himself and all others similarly situated

UNITED EMPLOYEES LAW GROUP
Walter Haines (SBN 071075)
walter@uelglaw.com
8605 Santa Monica Blvd., #63354
West Hollywood, California 90069
Telephone: (888) 474-7242
Facsimile: (562) 256-1006

Attorneys for Plaintiff, on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

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

Plaintiffs,

v.

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

Defendants.

Case No. 34-2022-00321759

JUDGE: LAURI A. DAMRELL DEPT. 22

**REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint filed: June 14, 2022

REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

This Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) is made and entered into by and between Defendant Transform Sears Home Services LLC (“Defendant”) and Plaintiff Kevin Hickey (“Plaintiff”), on behalf of the State of California and other Aggrieved Employees as defined below (collectively with Defendant, the “Parties”). By executing this Agreement, the Parties intend to settle the lawsuit entitled *Kevin Hickey v. Transform Sears Home Services LLC*, Sacramento Superior Court, Case No. 34-2022-00321759, filed on June 14, 2022, involving claims brought under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, et seq. (the “Action”).

1. DEFINITIONS

As used herein, for the purposes of this Agreement only, the following terms shall be defined as set forth below:

1.1 “**Aggrieved Employees**” means 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.

1.2 “**Aggrieved Employee Settlement Amount**” means 25% of the PAGA Payment (as defined below).

1.3 “**Approval Order**” means the approval order issued and entered by the Court following a Motion For Approval Of The PAGA Settlement.

1.4 “**Attorneys’ Fees and Costs**” means the payment, as approved by the Court, to be made to Plaintiff’s Counsel (as defined below) in full satisfaction of all claims Plaintiff may have for reasonable attorneys’ fees, litigation costs, and expenses incurred in this Action. Attorneys’ Fees and Costs are to be taken from the Gross Settlement Amount (as defined below). The amount of attorneys’ fees awarded to Plaintiff’s Counsel may not exceed one third of the Gross Settlement Amount, or \$463,333.33 and the amount of attorneys’ costs shall not exceed \$20,000.

1.5 “**Court**” refers to the Sacramento County Superior Court presiding over the Action.

1.6 “**Data List**” means a complete list of all Aggrieved Employees that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator (as defined below) within 14 calendar days after the date of the Approval Order. The Data List will be

formatted in Microsoft Office Excel and will include each individual's full name, last known mailing address and telephone number (if available), Social Security number, number of workweeks or bi-weekly pay periods, and all necessary information to prepare and calculate Individual Settlement Payments (as defined below) to Aggrieved Employees. For purposes of this Agreement, the Data List provided by Defendant shall be considered the official information to be used for this Settlement.

1.7 **"Defense Counsel"** refers to Andrew M. Paley, Brian P. Long, and Michael A. Sigall of Seyfarth Shaw LLP.

1.8 **"Effective Date"** means the date upon which all of the following have occurred: date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Court overseeing the Action, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the Settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date on which the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court and/or petition for writ of certiorari to the U.S. Supreme Court, or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

1.9 **"Individual Settlement Payments to Aggrieved Employees"** means the individual payments that shall be made to each Aggrieved Employee, which in the aggregate total the Aggrieved Employee Settlement Amount. Individual Settlement Payments to Aggrieved Employees are taken from the Net Settlement Amount (as defined below).

1.10 **"Judgment"** means a judgment entered by the Court that approves this Settlement and, incorporates by reference the terms and conditions of this Agreement.

1.11 **"LWDA"** refers to the California Labor and Workforce Development Agency.

1.12 **"LWDA Payment"** means 75% of the Net Settlement Amount (as defined below), made to the LWDA.

1.13 **"Notice to Aggrieved Employees With Distribution of PAGA Payment"** refers to the statement the Settlement Administrator (as defined below) will include with the distribution of the

Individual Settlement Payments to Aggrieved Employees. A form of the Notice to Aggrieved Employees With Distribution of PAGA Payment is attached hereto as Exhibit A

1.14 “**Gross Settlement Amount**” or “GSA” means the amount that the Parties negotiated and agreed upon for the resolution of the Action and Released Claims, in an amount not to exceed \$1,390,000.00. The GSA shall be inclusive of (i) the Attorneys’ Fees and Costs; (ii) the Net Settlement Amount; and (iii) the Settlement Administrator’s Expenses (as defined below). The GSA is a material term of this Agreement and Defendant shall not be required to pay more than the GSA, subject to the provision in paragraph 4.1.1.

1.15 “**Net Settlement Amount**” (“NSA”) shall be the GSA minus the Attorneys’ Fees and Costs, and the Settlement Administrator’s Expenses approved by the Court. The Net Settlement Amount shall be allocated as follows: 75% of the NSA (i.e., the LWDA Payment) will be paid to the LWDA, and 25% of the NSA (i.e., the Aggrieved Employee Settlement Amount) will be paid to the Aggrieved Employees based on the number of bi-weekly pay periods worked during the PAGA Period (as defined below).

1.16 “**PAGA**” refers to the Private Attorneys General Act of 2004.

1.17 “**PAGA Period**” shall mean the time period from April 8, 2021 through the date of the Approval Order.

1.18 “**Pay Periods**” refers to the number of bi-weekly periods that each Aggrieved Employee worked for Defendant during the PAGA Period in California. Defendant’s employment records will be determinative for purposes of calculating the Pay Periods and any payments under the Settlement. If an individual worked during any day of the Pay Period, the Pay Period shall be included in their pro rata share of the Aggrieved Employee Settlement Amount.

1.19 “**Plaintiff’s Counsel**” means the David Markham and Lisa Brevard of the Markham Law Firm; Isam Khoury, Michael Singer, and Maggie Realin of Cohelan, Khoury & Singer; and Walter Haines of United Employees Law Group.

1.20 “**Qualified Settlement Fund**” means a fund established by the Settlement Administrator pursuant to U.S. Treasury Regulation Section 468B-1.

1 1.21 **“Released PAGA Claims”** shall mean any and all claims that were asserted or that could
2 have been asserted based on the facts alleged in the Action, based on the facts or claims alleged in any
3 version of the filed complaints or enumerated in the letter sent by Plaintiff to the LWDA, irrespective of
4 the underlying theory of recovery supporting the claim for PAGA penalties. The released claims
5 include, but are not limited to, PAGA claims based on any alleged failure to pay all wages due
6 (including minimum wage, overtime, and double time wages), failure to pay for all hours worked
7 (including off-the-clock work), failure to provide meal periods, failure to authorize and permit rest and
8 recovery periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest
9 periods, failure to pay or properly compensate meal or rest break premiums, failure to provide accurate
10 and itemized wage statements, record keeping violations (including failure to maintain adequate and
11 accurate payroll records), failure to pay wages timely during employment, failure to pay final wages
12 upon separation of employment, claims related to, pre and post-shift work, and failure to properly
13 calculate or pay the regular rate of pay, claims derivative and/or related to these claims. The Released
14 PAGA Claims shall be released by Plaintiff, the State of California, the LWDA, and all Aggrieved
15 Employees, without any option to submit any Request for Exclusion.

16 1.22 **“Released Parties”** shall mean Defendant, its former, present and future owners, parents,
17 subsidiaries and affiliates, and all of its current, former and future officers, directors, members,
18 shareholders, managers, human resources representatives, employees, agents, principals, heirs,
19 representatives, accountants, auditors, consultants, insurers and reinsurers, and attorneys of the entities
20 listed in this paragraph.

21 1.23 **“Settlement Administrator”** refers to Simpluris, Inc.

22 1.24 **“Settlement Administrator’s Expenses”** refers to the costs payable from the GSA to the
23 Settlement Administrator for administering this Settlement, including, but not limited to, printing,
24 distributing, and tracking documents for this Agreement, distributing the GSA, establishing a separate
25 employer identification number and creating a Qualified Settlement Fund (as defined below), and
26 providing necessary reports and declarations, as requested by the Parties. The Settlement
27 Administrator’s Expenses are currently estimated to be \$5,800. The Settlement Administrator shall use
28 its own Tax Payer Identification Number to issue to Aggrieved Employees Form-1099s for all amounts

1 paid under this settlement. The Settlement Administrator shall establish a Qualified Settlement Fund
2 account pursuant to Section 468B(g) of the Internal Revenue Code for the purpose of administering the
3 settlement, into which the GSA will be deposited and calculate all settlement checks required under law
4 based on information that will be confidentially furnished by Defendant.

5 **2. RECITALS**

6 2.1.1 On April 8, 2022, Plaintiff submitted a PAGA Notice to the LWDA, alleging
7 various Labor Code violations and applicable Industrial Welfare Commission Wage Order.

8 2.1.2 On June 14, 2022, Plaintiff filed a class and PAGA representative action against
9 Defendant in Sacramento County Superior Court, entitled *Hickey v. Transform Sears Home Services*
10 *LLC*, Case No. 34-2022-00321759.

11 2.1.3 On March 30, 2023, the Parties stipulated to dismiss the class claims and stay the
12 remaining PAGA representation action pending the California Supreme Court's decision in *Adolph v.*
13 *Uber Technologies, Inc.*

14 2.1.4 On July 31, 2023, the Parties stipulated to arbitration of Plaintiff's individual
15 PAGA claims and stay the representative PAGA claims following the completion of the individual
16 PAGA arbitration.

17 2.1.5 After commencement of the arbitration, the Parties agreed to mediate with Hunter
18 Hughes, a highly-respected and experienced mediator in employment class and representative action
19 cases.

20 2.1.6 As part of the informal discovery process, Defendant provided Plaintiff with all of
21 the relevant written policies and procedures and time records and electronic pay records for the
22 Aggrieved Employees.

23 2.1.7 Defendant also furnished Plaintiff with data points for the PAGA Period, showing
24 the number of Aggrieved Employees and the number of pay periods worked by Aggrieved Employees.

25 2.1.8 Plaintiff's Counsel represents that they have thoroughly investigated Plaintiff's
26 claims against Defendant. Plaintiff's Counsel further represents they have conducted their own
27 investigation into the underlying facts, events, and issues related to the subject matter of the Action,
28 including the review of the records produced by Defendant. In addition, Plaintiff's Counsel represents

1 that they have further undertaken an extensive analysis of the legal principles applicable to the claims
2 asserted against Defendant, and the potential defenses thereto. All Parties have had ample opportunity
3 to evaluate their respective positions on the merits of the claims asserted.

4 **2.2 Private Mediation**

5 2.2.1 On October 16, 2024, the Parties attended a full-day mediation with Mr. Hughes.

6 2.2.2 After a full-day mediation, the Parties did not reach a settlement. Mr. Hughes
7 then issued a mediator's proposal that the Parties agreed to on October 24, 2024.

8 2.2.3 The Parties executed a Memorandum of Understanding ("MOU") on November
9 12, 2024 memorializing the principal terms of the settlement between the Parties.

10 2.2.4 The Parties have agreed to settle the Action for an amount not to exceed
11 \$1,390,000.00 (i.e., the Gross Settlement Amount). The entire Gross Settlement Amount will be
12 disbursed pursuant to the terms and conditions of this Agreement, and none of it will revert to
13 Defendant.

14 **2.3 The Settlement Is The Result of Arm's Length Negotiations.** Based on the foregoing
15 investigation and evaluation, Plaintiff's Counsel is of the opinion that the terms set forth in this
16 Agreement are fair, reasonable, adequate, and in the best interests of the State of California and the
17 Aggrieved Employees. The terms of the Settlement also reflect extensive exchange of information and
18 data between the Parties, which allowed Plaintiff's Counsel to fully evaluate the potential risks in
19 pursuing the underlying claims on the merits. This Agreement was reached after extensive arm's length
20 negotiations, and it was negotiated in light of all known facts and circumstances, including the risks of
21 significant delay and uncertainty associated with litigation, the risk that the Action would not be
22 permitted to proceed on a representative basis, various defenses asserted by Defendant, and numerous
23 potential appellate issues.

24 **2.4 The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever settle,
25 compromise, and discharge any and all claims, rights, demands, charges, complaints, obligations or
26 liability of any and every kind that were or could have been pled based on the factual allegations in the
27 operative complaint in the Action and/or notice letter to the LWDA arising during the PAGA Period,
28

including, but not limited to, the Released PAGA Claims. The Parties also intend to effectuate the full scope of the Released PAGA Claims in this Agreement.

3. NON-ADMISSIONS OF LIABILITY

3.1 Defendant denies and continues to deny all of the allegations made by Plaintiff in the Action, and denies and continues to deny that it is liable or owes any damages, penalties or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims, and contends that, during all relevant times, it complied with all applicable California and federal law. Nonetheless, without admitting or conceding any liability or damages whatsoever, and without admitting that a representative action is appropriate except for settlement purposes alone, Defendant has agreed to settle the Action on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing with litigation.

3.2 The Parties understand and agree that this Agreement and any exhibits thereto are settlement documents and shall be inadmissible for the purpose of showing liability against Defendant or the Released Parties. However, the Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

4. FINANCIAL TERMS OF THE SETTLEMENT

4.1 **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, Defendant shall pay the Gross Settlement Amount not to exceed \$1,390,000.00, which includes Attorneys' Fees and Costs, Net Settlement Amount, and Settlement Administrator's Expenses to Settlement Administrator. The Gross Settlement Amount is a material term of the Agreement and shall not be increased for any reason.

4.1.1 Based on its records, Defendant estimates that the number of pay periods worked by the Aggrieved Employees from April 8, 2021 through October 16, 2024 (the date of mediation) is 34,669. If the number of pay periods worked during the PAGA Period increases by more than 10% over the current estimate (i.e., more than 38,136 pay periods) by the time the Approval Order, Defendant

1 shall have the option to either cut off the PAGA Period as of the date that there are 38,136 pay periods
2 worked during the PAGA Period, or increase the GSA on a proportional basis equal to the percentage
3 increase in the pay periods above the 10% (i.e., if there is a 12% increase in the number of pay periods
4 during the PAGA Period, Defendant has the option to increase the GSA by 2% to cover the entire
5 PAGA Period).

6 **4.2 Attorneys' Fees And Costs.** Plaintiff's Counsel will apply to the Court for an award of
7 attorneys' fees not to exceed one third of the Gross Settlement Amount – i.e. \$463,333.33 – and
8 reasonable documented costs directly incurred for purposes of the Action, not to exceed \$20,000, as
9 supported by declarations. Except as provided in this Agreement, Defendant shall have no liability for
10 any other attorneys' fees, costs or expenses in connection with the Action.

11 4.2.1 Plaintiff's Counsel will be responsible for submitting all documents to support
12 their request for attorneys' fees, costs, and expenses in connection with the Action.

13 4.2.2 The Court's approval of the Attorneys' Fees And Costs is not a material term of
14 the Agreement. If the Court does not approve, or approves only a lesser amount than that requested by
15 Plaintiff's Counsel for Attorneys' Fees And Costs, the other terms of the Agreement shall still apply.
16 Plaintiff's Counsel retains the right to appeal the Court's award. The Court's refusal to approve the
17 Attorneys' Fees And Costs requested by Plaintiff's Counsel does not give the Plaintiff, Aggrieved
18 Employees, or Plaintiff's Counsel any basis to abrogate the Agreement. Any amount of Attorneys' Fees
19 And Costs requested by Plaintiff's Counsel but unapproved by the Court shall be part of the Net
20 Settlement Amount.

21 4.2.3 The Attorneys' Fees and Costs are not a material term of the Agreement. If the
22 Court reduces the amount of Attorneys' Fees and Costs, all other terms of this Agreement shall remain
23 in effect.

24 **4.3 Settlement Administration Cost.** Subject to the Court's approval, the Settlement
25 Administrator's costs are estimated to be \$5,800, for the administration of this Settlement. The
26 Settlement Administrator's Expenses shall be paid from the GSA. Any reduction by the Court or any
27 unused amount shall be added to the Net Settlement Amount. The Settlement Administrator shall assist
28 in all aspects of the settlement process for the Action, including, but not limited to:

1 4.3.1 Establishing a separate employer identification number and a Qualified
2 Settlement Fund, tax reporting, making tax payments, providing required 1099 forms;

3 4.3.2 Calculating and distributing Attorneys' Fees and Costs, Net Settlement Amount,
4 including Aggrieved Employee Settlement Amount and LWDA Payment, and Settlement
5 Administration Cost;

6 4.3.3 Printing, distributing, tracking, sending, and resending of Notice to Aggrieved
7 Employees With Distribution of PAGA Payment pursuant to the terms of this Agreement; and

8 4.3.4 Tracking and distributing any unclaimed Qualified Settlement Funds to the
9 California State Controller's Office pursuant to California's Unclaimed Property Law.

10 4.4 **Net Settlement Amount.** After deducting (i) the court-approved Attorneys' Fees And
11 Costs, and (ii) the court-approved Settlement Administrator's Expenses, the remainder of the Gross
12 Settlement Amount is the Net Settlement Amount, which consists of the LWDA Payment and the
13 Aggrieved Employee Settlement Amount. For tax purposes, the Parties agree that the Aggrieved
14 Employee Settlement Amount shall be considered payment for alleged penalties, for which a Form 1099
15 will be issued to reflect these payments. Aggrieved Employees will be responsible for paying any
16 personal income taxes owed on the amounts they receive. Funds contained in the settlement checks that
17 are returned as undeliverable and in settlement checks uncashed for more than 180 days after issuance
18 will be tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in the
19 name of the Aggrieved Employee.

20 4.5 **No Impact On Employee Benefit Plans.** None of the payments made pursuant to the
21 Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or
22 contributions to any benefit plan, including, without limitation, all plans subject to the Employee
23 Retirement and Income Security Act of 1974 ("ERISA"). Any distribution of payments to Plaintiff and
24 Aggrieved Employees shall not be considered as a payment of wages or compensation under the terms
25 of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount
26 of any past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts
27 paid will not impact or modify any previously credited hours of service or compensation taken into
28 account under any benefit plan sponsored or contributed to by Defendant or any jointly-trusted benefit

plan. For purposes of this Agreement, “benefit plan” means each and every “employee benefit plan,” as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, sick time or pay, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

5. RELEASES

5.1 Release By Plaintiff, The State Of California, And The Aggrieved Employees.

Plaintiff, on behalf of himself, the State of California, and the Aggrieved Employees fully and finally release and forever discharge the Released Parties from any and all Released PAGA Claims during the PAGA Period. As a result of this release, Plaintiff, the State of California, and the Aggrieved Employees will not be able to bring a claim or seek civil penalties based on the Released PAGA Claims that took place during the PAGA Period.

5.2 Within 5 business days after the Effective Date, Plaintiff shall file a dismissal with JAMS of the arbitration entitled *Kevin Hickey v. Transform Sears Home Services LLC*, JAMS Case Reference No. 5130000544.

6. COMPUTATION OF SETTLEMENT PAYMENTS TO AGGRIEVED EMPLOYEES

6.1 **Payments Based On Pay Periods.** The Aggrieved Employee Settlement Amount will be distributed to Aggrieved Employees based on their number of Pay Periods worked during the PAGA Period. Defendant shall provide records (i.e., the Data List) to the Settlement Administrator, showing the total Pay Periods of Aggrieved Employees during the PAGA Period. Defendant’s records shall be determinative for purposes of calculating the number of Pay Periods worked and any payments to the Aggrieved Employees.

6.2 **Distribution Of Aggrieved Employee Settlement Amount.** 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. The Settlement Administrator will issue appropriate tax forms for all payments issued under this

1 Agreement. The payments shall be distributed without a claims process or an opportunity to object or
2 opt out.

3 **7. SETTLEMENT APPROVAL PROCEDURE**

4 **7.1 Approval Of Settlement Terms.** Upon execution of this Agreement, Plaintiff's Counsel
5 shall promptly prepare the Motion For Approval of PAGA Settlement to be filed in the Action. The
6 Motion For Approval of PAGA Settlement shall seek an order to approve the proposed settlement
7 according to the terms in this Agreement. The Motion For Approval of PAGA Settlement also shall
8 seek an order that provides for the Notice to be sent to Aggrieved Employees as specified in this
9 Agreement. The Motion For Approval of PAGA Settlement shall include the bases for the GSA and
10 why the amount is reasonable in light of the facts and controlling authorities pertaining to the claims
11 alleged in the Action. Plaintiff's Counsel will provide a draft of the Motion For Approval of PAGA
12 Settlement to Defense Counsel at least 5 business days prior to the filing of the motion, so that
13 Defendant can review and make comment on this motion, which Plaintiff's Counsel will accept,
14 provided they are consistent with this Agreement.

15 **7.2 Entry Of Judgment.** The Parties shall request that the Court issue Judgment in
16 accordance with this Agreement and without further fees or costs to any party except as expressly set
17 forth in this Agreement. In the event either the Court fails to enter final judgment in accordance with
18 this Agreement, or such final judgment is vacated or reversed, the Parties shall revert to their respective
19 position before the Settlement was reached, as if no settlement had been attempted, unless the Parties
20 jointly agree to seek reconsideration or appellate review of the ruling or approval of a renegotiated
21 settlement.

22 **7.3 Notice To The LWDA.** Plaintiff's Counsel shall give written notice of the PAGA
23 Settlement to the LWDA simultaneously with the filing of the Motion For Approval of PAGA
24 Settlement in the Action pursuant to Labor Code section 2699(1)(2).

25 **8. NOTICE TO AGGRIEVED EMPLOYEES**

26 **8.1 Data List.** Defendant shall provide the Settlement Administrator with the Data List with-
27 in 14 calendar days after the Court grants approval of the proposed Settlement. The Data List shall be
28 provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall

1 treat the information as private and confidential and take all necessary precautions to maintain the
2 confidentiality of Data List. This information is to be used only to carry out the Settlement
3 Administrator's duties as specified in this Settlement.

4 **8.2 Mailing Of Notice To Aggrieved Employees With Distribution of PAGA Payment.**

5 The Settlement Administrator shall use First Class U.S. Mail to mail the Notice to Aggrieved Employees
6 With Distribution of PAGA Payments within 15 calendar days of the receipt of the Data List, using the
7 most current, known mailing address for each Aggrieved Employee based on information provided by
8 Defendant. The mailing addresses contained in the Data List will be processed and updated utilizing the
9 National Change of Address Database ("NCOA") maintained by the U.S. Postal Service.

10 **8.3 Non-Delivered Notices Or Checks.** Any mailing returned to the Settlement
11 Administrator as undeliverable shall be re-mailed within five calendar days via First Class U.S. Mail to
12 the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
13 Administrator shall attempt to determine the correct address using the National Change of Address Data-
14 base maintained by the United States Postal Service for a single re-mailing via First Class U.S. Mail
15 within five calendar days. If the National Change of Address Database does not provide a correct
16 address, the Settlement Administrator shall attempt to determine the correct address using the Aggrieved
17 Employee's Social Security number and any available information provided by Defendant.

18 **9. FUNDING AND DISTRIBUTING OF THE GROSS SETTLEMENT AMOUNT**

19 **9.1 Funding Of Gross Settlement Amount.** Defendant shall fund the GSA in three equal
20 tranches, each deposited in an interest-bearing account at a federal insured banking institution of the
21 Settlement Administrator's choice with all accrued interest to be added to the GSA.

22 9.1.1 Defendant shall fund the first tranche within six months after the Effective Date.

23 9.1.2. Defendant shall fund the second tranche within three months after the first tranche
24 has been funded.

25 9.1.3 Defendant shall fund the third tranche within three months after the second
26 tranche has been funded.

27 **9.2 Timing Of Disbursement Of Net Settlement Amount.**
28

1 9.2.1 Subject to Court approval, the Settlement Administrator shall make distributions
2 to the Aggrieved Employees, the Settlement Administrator, and Plaintiff's counsel for litigation costs
3 within 15 calendar days after receipt of the funds from the first tranche.

4 9.2.2 Subject to Court approval, the Settlement Administrator shall make distributions
5 to the LWDA within 15 calendar days after receipt of the funds from the second tranche.

6 9.2.3 Subject to Court approval, the Settlement Administrator shall make distributions
7 to Plaintiff's counsel for attorneys' fees within 15 calendar days after receipt of the funds from the third
8 tranche.

9 **9.3 Undeliverable Or Uncashed Checks.**

10 9.3.1 The Settlement Administrator shall maintain a list of the postmark date for the
11 original mailing of the Individual Settlement Payments to Aggrieved Employees checks, if any, to the
12 Aggrieved Employees, the postmark date of any subsequent mailing to any Aggrieved Employees, and a
13 list of any individuals who did not receive the settlement checks due to the inability to locate a valid
14 address using the procedures described herein above in Section 8.3 or who otherwise could not be
15 located within two attempts at mailing.

16 9.3.2 All Individual Settlement Payments to Aggrieved Employees checks will remain
17 valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After
18 180 calendar days from the date of mailing, the checks shall become null and void, and any monies
19 remaining in the distribution account shall be distributed by the Settlement Administrator to the
20 California State Controller's Office pursuant to California's Unclaimed Property Law. No part of the
21 PAGA Payment shall be returned to Defendant.

22 9.3.3 For any Aggrieved Employees for whom the settlement checks were deemed
23 undeliverable, the funds associated with the settlement payment will be distributed to the California
24 State Controller's Office pursuant to California's Unclaimed Property Law.

25 **10. MISCELLANEOUS PROVISIONS**

26 10.1 **Interim Stay Of Proceedings.** The Parties agree to refrain from further litigation in the
27 Action, except such proceedings necessary to implement and to obtain approval of the terms of the
28 Agreement. If the Settlement is not finally approved, the Parties agree that they will revert to their

positions in the lawsuit prior to the time the Agreement was reached, and no terms set forth in this Agreement will be admissible in any future proceedings in this case or any other action.

10.2 Stipulation To Representative Action For Settlement Purposes Only. The Parties agree to stipulate that the representative action is appropriate for purposes of the settlement only. If, for any reason, the settlement is not approved, the stipulation will be void, and Defendant shall have the full opportunity to file any motion to challenge liability for the PAGA claims or to challenge the appropriateness of the litigating the PAGA claims on a representative basis. The Parties further agree that the stipulation is not an admission or waiver by Defendant to challenge the propriety of the PAGA claims, including whether PAGA claims are appropriate for adjudication on a representative basis.

10.3 Mutual Cooperation. Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and taking such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement.

10.4 Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein. It is agreed that this Agreement may be executed on behalf of the State of California and the Aggrieved Employees and by Plaintiff and Plaintiff's Counsel.

10.5 Binding Effect Of Settlement. Although some Aggrieved Employees might not receive the notice as provided under this Agreement, due to inability to locate their current address following the procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of this Agreement and the order approving the Settlement.

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement, with the exception of Plaintiff's Individual Settlement and Release Agreement executed concurrently with this PAGA Settlement Agreement.

1 **10.7 Arms' Length Transaction; Materiality Of Terms.** The Parties have arrived at this
2 Agreement as a result of arm's length negotiations. Except as otherwise stated in this Agreement, all
3 terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this
4 Agreement and have been relied upon by the Parties in entering into this Agreement.

5 **10.8 Counterparts.** This Agreement may be executed in counterparts, and when each party
6 has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and
7 when taken together with other signed counterparts, shall constitute one signed Agreement, which shall
8 be binding upon and effective as to all Parties.

9 **10.9 DocuSign Or Scanned Signatures.** Any party may sign and deliver this Agreement by
10 signing on the designated signature block and transmitting that signature page via DocuSign or as an
11 imaged attachment. Any signature made and transmitted by DocuSign or as an imaged attachment for
12 the purpose of executing this Agreement shall be deemed an original signature for purposes of this
13 Agreement and shall be binding upon the party who transmits the signature page.

14 **10.10 Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to
15 Plaintiff, the State of California, the LWDA, Aggrieved Employees, their spouses, children, rep-
16 representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns.

17 **10.11 Construction.** The determination of the terms and conditions of this Agreement has
18 been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
19 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be,
20 construed against any party by virtue of draftsmanship.

21 **10.12 Severability Clause For Invalidity Of Any Provision.** Before declaring any provision
22 of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
23 extent possible consistent with applicable precedents so as to render all provisions of this Agreement
24 valid and enforceable.

25 **10.13 No Prior Assignments Or Undisclosed Liens.** Plaintiff represents and warrants that he
26 has not assigned, transferred, conveyed, or otherwise disposed of, or purported to assign, transfer,
27 convey, or otherwise dispose of, any Released Claims or the attorneys' fees and costs to be paid
28 pursuant to this Agreement. Plaintiff further represents and warrants that there are not any liens or

1 claims against any of the amounts to be paid by Defendant pursuant to this Agreement. Plaintiff agrees
2 to defend, to indemnify, and to hold Defendant harmless from any liability, losses, claims, damages,
3 costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these representations
4 or from any lien or assignment.

5 **10.14 Confidentiality.** Plaintiff and Plaintiff's Counsel will not make any public disclosure of
6 the Settlement, except thorough the public filings to approve the Settlement. Neither Plaintiff nor
7 Plaintiff's Counsel will publicize the Settlement in any way that reasonably identifies Defendant.
8 Neither Plaintiff nor Plaintiff's Counsel will initiate any communications (directly or indirectly) with the
9 media regarding the Action. Notwithstanding the foregoing, the Plaintiff's Counsel may, in response to
10 a communication initiated by the media, direct the inquiring media member to the public records of the
11 Action on file with the Court. Nothing herein will restrict Plaintiff's Counsel from submitting filings
12 with the Court or the LWDA in furtherance of obtaining approval of the Settlement. Nor shall anything
13 herein restrict Plaintiff's Counsel from including publicly available information regarding this
14 Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience or
15 otherwise allowing the Judgment to become known to Aggrieved Employees.

16 **10.15 Plaintiff's Individual Settlement Agreement.** The Parties agree to disclose to the Court
17 the fact that Plaintiff has currently entered into an individual settlement agreement and general release to
18 the extent necessary to obtain approval of this Settlement. The Parties agree to request permission to
19 lodge with the Court the terms of the individual settlement agreement under seal.

20 **10.16 Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of
21 this Agreement as well as any and all matters arising out of, or related to, the implementation of this
22 Agreement and settlement. The Court shall not have jurisdiction to modify the terms of the Agreement
23 without the consent of all of the Parties.

24 **10.17 Modification.** The Agreement may not be changed, altered, or modified, except in
25 writing and signed by the Parties hereto or their counsel of record. After approval of the Settlement has
26 been granted, the Settlement may not be modified except by a writing signed by the Parties hereto or
27 their counsel of record, and approved by the Court.
28

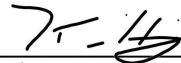
1 10.18 **Disputes.** If the Parties have a dispute with regard to the language of this Agreement,
2 they agree to first attempt to resolve the dispute informally through good faith negotiations, but if those
3 efforts are unsuccessful, they agree to mediate any such dispute, with Mr. Hughes, the mediator that
4 helped the Parties reach the Settlement. The Parties will split the costs of the mediator, and all parties
5 will bear their own fees and costs.

6 10.19 **Governing Law.** This Agreement was made and entered into in the State of California.
7 All terms of this Agreement shall be governed by and interpreted according to the substantive laws of
8 the State of California and the procedural laws of the United States of America.

9 10.20 **Compliance with PAGA's Procedural Requirements.** Plaintiff agrees that Plaintiff's
10 Counsel will notify the LWDA of the Settlement and perform any and all statutory tasks as required by
11 law necessary to effectuate consummation and approval of this Settlement. Plaintiff will promptly
12 submit this Agreement to the LWDA and prior to the filing of the Motion For Approval Of The PAGA
13 Settlement.

14 **SO AGREED AND STIPULATED.**

15
16 DATED: 02/26, 2025

17 By: 
18 Plaintiff Kevin Hickey

19 DATED: _____, 2025

20 By: _____
21 Transform Sears Home Services LLC
22 Luke Valentino, Secretary
23
24
25
26
27
28

10.18 **Disputes.** If the Parties have a dispute with regard to the language of this Agreement, they agree to first attempt to resolve the dispute informally through good faith negotiations, but if those efforts are unsuccessful, they agree to mediate any such dispute, with Mr. Hughes, the mediator that helped the Parties reach the Settlement. The Parties will split the costs of the mediator, and all parties will bear their own fees and costs.

10.19 **Governing Law.** This Agreement was made and entered into in the State of California. All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of California and the procedural laws of the United States of America.

10.20 **Compliance with PAGA's Procedural Requirements.** Plaintiff agrees that Plaintiff's Counsel will notify the LWDA of the Settlement and perform any and all statutory tasks as required by law necessary to effectuate consummation and approval of this Settlement. Plaintiff will promptly submit this Agreement to the LWDA and prior to the filing of the Motion For Approval Of The PAGA Settlement.

SO AGREED AND STIPULATED.

DATED: _____, 2025

By: _____
Plaintiff Kevin Hickey

DATED: 2/13/2025, 2025

Signed by:
Luke Valentino
By: _____
B0C4DE44981A4A4
Transform Sears Home Services LLC
Luke Valentino, Secretary

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 DATED: February 27, 2025

SEYFARTH SHAW LLP

4
5 By: 

6 Andrew M. Paley
7 Attorneys for Defendant
8 Transform Sears Home Services LLC

9
10 DATED: February 27, 2025

COHELAN KHOURY & SINGER

11 By: 

12 Maggie Realin
13 Attorneys for Plaintiff
14 Kevin Hickey

15
16 DATED: February 26, 2025

THE MARKHAM LAW FIRM

17 By: 

18 David R. Markham
19 Attorneys for Plaintiff
20 Kevin Hickey

21
22 DATED: _____, 2025

UNITED EMPLOYEES LAW GROUP

23 By: _____
24 Walter L. Haines
25 Attorneys for Plaintiff
26 Kevin Hickey

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 DATED: _____, 2025

SEYFARTH SHAW LLP

4
5 By: _____

6 Andrew M. Paley
7 Attorneys for Defendant
8 Transform Sears Home Services LLC

9
10 DATED: _____, 2025

COHELAN KHOURY & SINGER

11 By: _____

12 Maggie Realin
13 Attorneys for Plaintiff
14 Kevin Hickey

15 DATED: _____, 2025

THE MARKHAM LAW FIRM

16 By: _____

17 David R. Markham
18 Attorneys for Plaintiff
19 Kevin Hickey

20 DATED: February 26, 2025

UNITED EMPLOYEES LAW GROUP

21 By:  _____

22 Walter L. Haines
23 Attorneys for Plaintiff
24 Kevin Hickey

EXHIBIT A

Date: [redacted]/[redacted]/2025

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

**Re: Settlement Payment from Kevin Hickey v. Transform Sears Home Services LLC
Superior Court of California for the County of Sacramento
Case No. 34-2022-00321759**

Dear [redacted] [redacted]: The enclosed check is your share of a court-approved representative action settlement between Plaintiff Kevin Hickey (“Plaintiff”) and Defendant Transform Sears Home Services, LLC (“Defendant”) in the matter of *Kevin Hickey v. Transform Sears Home Services LLC*, Sacramento Superior Court, Case No. 34-2022-00321759, filed on June 14, 2022 (the “Action”). Among the claims asserted in the Action was a claim brought pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”); the remaining claims have been dismissed.

The PAGA claim was brought on behalf of the State of California and all non-exempt, hourly-paid service technicians employed by Defendant at any time from April 8, 2021 to [redacted] (“Aggrieved Employees”). The Action alleged Defendant owed civil penalties under PAGA for violations of the California Labor Code. Defendant denies it violated this, or any other provision of California law.

The Parties agreed to settle this matter, and the Court approved the amount to be paid in civil penalties. A majority of the civil penalty settlement amount (75%) is required to go to the State of California’s Labor and Workforce Development Agency, while a smaller portion (25%) is allocated to all Aggrieved Employees based on the number of pay periods worked by each Aggrieved Employee during the period from April 8, 2021 to [redacted].

The settlement is not an admission of wrongdoing by Defendant or an indication that any law was violated. Indeed, the Court has not ruled on the merits of the claim, and by approving the settlement, the Court is not suggesting which side would win or lose this case if it went to trial.

The enclosed check is your share of the settlement, based on the number of pay periods you worked in the relevant time frame. This amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the State of California Unclaimed Property Fund in your name.

As an Aggrieved Employee, there is no opportunity to opt-out of this PAGA settlement, and you are covered by this settlement and release the following claims against Defendant:

All claims under PAGA, California Labor Code sec. 2698, et seq., that are based on violations of California Labor Code for 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, 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 California Labor and Workforce Development Agency.

If you have any questions, please contact the court-approved settlement administrator, [REDACTED], using the information below:

[REDACTED]
<<Address>>

<<City>> <<State>> <<Zip>>

Tel: ([REDACTED]) [REDACTED] - [REDACTED]

Email: [REDACTED]

DO NOT CONTACT THE COURT ABOUT THIS SETTLEMENT.

EXHIBIT 2

THE MARKHAM LAW FIRM

- 888 Prospect Street, Suite 200 • La Jolla, California 92037 •
- Phone: (619) 399-3995 • Fax: (619) 615-2067 •
- Email: *contact@markham-law.com* •

April 8, 2022

Via Online Filing:

<https://dir.tfaforms.net/260>

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612

Re: Wage/Hour Claims of Kevin Hickey (“Employee”), on behalf of himself and other aggrieved employees in California against Transform Sears Home Services, LLC (“Sears” or “Employer”)

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency
 (“LWDA”)

From: Kevin Hickey (“Employee”), on behalf of himself and other aggrieved employees in California, who was subjected to the wage and hour practices as set forth below

Pursuant to California Labor Code § 2699.3, this letter is intended to provide written notice of intent to file a representative civil action by an aggrieved employee pursuant to subdivisions (a) and (f) of California Labor Code § 2699. The aggrieved employee is Kevin Hickey. The provisions of the California Labor Code that have been violated, including the facts and theories to support the alleged violation, are set forth below. For a more detailed explanation.

Mr. Hickey is a resident of the State of California. During the applicable time period, Mr. Hickey was employed in California by Sears as a non-exempt, hourly-paid Service Technician servicing Employer’s customers located in Northern California. Mr. Hickey was only supposed to service Shasta County, California; however, he was assigned jobs in Sacramento County, Siskiyou County, Tehama County, and Butte County, all of which required Mr. Hickey to spend several hours of his workday commuting. Mr. Hickey worked specifically in appliance and refrigeration repair, and his job consisted of being dispatched to residential areas to repair customers’ appliances, provide customer service, sell warranty for every job, and keep a clean, organized, inventory truck.

Sears employs numerous non-exempt, hourly-paid Service Technicians in the State of California, which are aggrieved employees in this proposed action. During the relevant time period, the Employer utilized consistent policies and procedures regarding the Employee and others similarly

situated, in violation of Labor Code §§ 201-203, 204, 226(a), 226.7, 510, 512, 1194, 1197, and 1198 as follows:

First, Employer did not pay Employee and other aggrieved employees for all hours worked. Employee and other aggrieved employees were dispatched from their home to various locations as directed by Employer, and Employee worked a significant number of hours each day, but those hours, including traveling time between appointments, were not accurately reflected on his paystubs and/or paid at the appropriate overtime and/or double-time rate. As such, in violation of Labor Code §§ 510(a), 1194, 1197 and 1198 and the applicable Industrial Wage Orders, the Employer, by failing to pay the Employee and all others similarly situated for all hours worked, failed to timely pay all straight time, overtime and double-time wages due.

Second, Employer's policies and procedures prevented Employee and other aggrieved employees from taking timely and uninterrupted meal breaks. Sears' meal break policy is facially unlawful as it states that "all associates working more than 5 ½ hours in any day are required to take a lunch period." This contravenes Labor Code section 512 which states that "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period..." Lab. Code, §512(a). In addition, Employee typically had 7 to 10 jobs per day to complete along with very long travel time. Employee did not have time to take a timely and uninterrupted meal break. Employee was often completing a job when the time to take his meal break came due, and he was not able to stop the job and instead was required to complete the job before any break could be taken. Employee then had to commute to his next job location, leaving no time for him to take his meal break at all. This violates Labor Code § 512(a), which provides that: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of at least 30 minutes..." Employee and other aggrieved employees were not paid meal break premiums for those missed meal breaks, in violation of Labor Code § 226.7(c).

Further, Employee was directed to work through his meal breaks and record them on his timesheet as if he had taken them to make the record appear compliant, otherwise he would get a mark on his record. After so many marks, Employee could face termination.

Additionally, for the same reasons Employee was not able to take his meal breaks, as detailed above, often, Employee was not allowed to take rest breaks as provided by Labor Code § 226.7 and the applicable Wage Order. Employee and other aggrieved employees were not paid rest break premiums for those non-complaint rest breaks, in violation of Labor Code § 226.7(c).

Further, California Labor Code § 226(a) provides that every employer is required to furnish each employee with accurate itemized statements in writing showing, in part, "gross wages earned," (Labor Code § 226(a)(1)), "net wages earned" (Labor Code § 226(a)(5)), and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee..." (Labor Code § 226(a)(9)). Here, because the Employer failed to pay for all regular and/or overtime hours worked at the appropriate straight time, overtime and/or double-time rate, and failed to pay meal and rest break premiums, improper paystubs were issued to Employee and other aggrieved employees. Employee alleges that the Employer has violated Labor Code § 226(a) and Employee is entitled to recover civil penalties pursuant to Labor Code § 226.3.

Further, Employer failed to pay all aggrieved employees, whose employment with Sears terminated within the applicable time period, all their earned wages, specifically meal and rest period premiums not paid for missed or interrupted meal and rest periods, and wages for all hours worked, including overtime, either at the time of discharge or within seventy-two hours of their leaving Employer's employ, in violation of California Labor Code § 201, 202, and 203. To the extent allowed by law, Employee seeks wages as penalties pursuant to Labor Code § 558 and expressly preserves Employee's right to do so.

Employer also failed to pay all wages due to employees within the time period specified by Labor Code § 204—specifically, meal and rest break premium wages and overtime wages. California Labor Code section 204 requires all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee are due and payable between the 1st and 10th day of the following month. California Labor Code section 204 also requires all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Employee and other aggrieved employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210, 218.5, 218.6, and/or 2699(a), (f)-(g).

Mr. Hickey, as an aggrieved employee and on behalf of himself and all other current or former non-exempt, hourly paid Service Technicians, seeks all penalties or remedies as may be allowed under PAGA, and by this letter gives written notice of his PAGA claim pursuant to Labor Code § 2699.3. Please advise within sixty (60) calendar days of the postmark date of this Notice whether the LWDA intends to investigate the violations alleged above. We understand that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this Notice that the LWDA intends to investigate these allegations, the aggrieved Employee may immediately thereafter commence a civil action against the Employer pursuant to Labor Code § 2699.

Mr. Hickey is represented in this matter by The Markham Law Firm and United Employees Law Group.

cc: (via Certified Mail)

CT Corporation System
Agent for Service of Process for
Transform Sears Home Services LLC
330 N Brand Blvd, Ste 700
Glendale, CA 91203

Transform Sears Home Services LLC
Attn: Legal Department
3333 Beverly Rd.
Hoffman Estates, IL 60179

Very truly yours,

THE MARKHAM LAW FIRM



David R. Markham
Maggie K. Realin
Lisa Brevard

cc: (via email)

walter@nelglaw.com

EXHIBIT 3

SUMMARY OF TIME AND COSTS

Hickey v. Transform Sears Home Services

Sacramento Superior Court Case No. 34-2022-00321759

Total Attorneys' Hours: 217.2
Total Lodestar: \$120,148.50
Total Costs: \$ 16,936.23

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Partner	1974	12.6	\$925	\$11,655.00
Michael D. Singer, Managing Partner	1984	2.3	\$995	\$2,288.50
Maggie K. Realin, Partner	2009	55.5	\$700	\$38,850.00
Amber Worden, Certified Paralegal	N/A	0.9	\$200	\$180.00
Matthew Atlas, Certificated Paralegal	N/A	4.1	\$175	\$717.50
TOTAL:		75.4		\$53,691.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
The Markham Law Firm				
David R. Markham, Partner	1976	16.5	\$815	\$13,447.50
Maggie K. Realin, Partner	2009	10.8	\$700	\$7,560.00
Lisa R. Brevard, Associate	2018	52.3	\$400	\$20,920.00
Leeanna D. Carcione, Paralegal	N/A	23.6	\$175	\$4,130.00
Noor Haleem, Paralegal	N/A	13.3	\$175	\$2,327.50
TOTAL:		116.5		\$48,385.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
United Employees Law Group				
Walter L. Haines, Attorney	1976	25.3	\$725	\$18,342.50
TOTAL:		25.3		\$18,342.50

Total Aggregate Hours: 217.2			Total Lodestar: \$120,148.50	
-------------------------------------	--	--	-------------------------------------	--

SUMMARY OF TIME AND COSTS
Hickey v. Transform Sears Home Services
Sacramento Superior Court Case No. 34-2022-00321759

LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$12,587.64
The Markham Law Firm	\$4,348.59
United Employees Law Group	\$0.00
TOTAL COSTS	\$16,936.23

EXHIBIT 4

EXHIBIT 4-A

**ATTORNEY TIME
ISAM C. KHOURY**

Hickey v. Transform Sears Home Services
Sacramento Superior Court Case No. 34-2022-00321759
Attorney Time – Isam C. Khoury

Date	Activity	Time
3/28/2024	Note mediation overture and file review	0.4
4/29/2024	Discuss mediator selection and email suggestions. Status update w/ MR	0.5
5/7/2024	Status update on mediator selection and defense	0.1
10/9/2024	Review edit brief, review policy manual and discuss w/ MR	1.0
10/14/2024	Discuss mediation data and submission to defense of damage model w/ MR	0.2
10/14/2024	Review brief and materials, prepare outline for presentation, analogize Donahue argument re rest periods.	1.2
10/15/2024	Mediation prep and Donahue research re: rest periods and supporting decisions	2.1
10/16/2024	Attend mediation pre-mediation prep	6.5
10/17/2024	Review release language discuss proposal	0.3
10/24/2024	Accept proposal and discuss delayed payment	0.3
	Total:	12.6

EXHIBIT 4-B

**ATTORNEY TIME
MICHAEL D. SINGER**

Hickey v. Transform Sears Home Services
Sacramento Superior Court Case No. 34-2022-00321759
Attorney Time – Michael D. Singer

Date	Activity	Time
2/24/2025	Review Settlement Motion; Review/Revised Declaration ISO Motion for Settlement	2.3
	Total:	2.3

EXHIBIT 4-C

**ATTORNEY TIME
MAGGIE REALIN**

Hickey v. Transform Sears Home Services
Sacramento Superior Court Case No. 34-2022-00321759
Attorney Time – Maggie K. Realin

Date	Activity	Time
11/7/24	Email to defense counsel re MOU	0.1
1/10/25	Email to LB re edits to settlement documents	0.1
2/2/24	Email to attys re arbitrator selection	0.1
2/5/24	Meet with IK re arbitration	0.2
2/6/24	Draft status report	0.3
2/9/24	Meet with MS re arbitrator selection	0.1
2/12/24	Review arbitrator info, research re arb selection	0.8
2/12/24	Draft memo re arbitrator selection	0.2
2/12/24	Review Lowes' decision and further research re PAGA standing	1.2
2/13/24	Review case status	0.1
2/15/24	Review order granting stip to continue CMC	0.1
2/28/24	Call with LB re arbitration	0.1
2/29/24	Review arb petition, email exchange with LB re same	0.3
2/29/24	Add PAGA cause of action to Hickey arbitration demand	0.7
2/29/24	Meet with MS re amending arbitration petition	0.1
2/29/24	Review amended petition for arb, further edits, email exchange with LB	0.6
3/14/24	Review D's answer to FAC	0.3
3/18/24	Review email from admin re arb	0.1
3/28/24	Review email from defense re potential mediation	0.1
3/28/24	Call with DRM re potential mediation	0.2
4/9/24	Email exchange with DRM re mediation	0.1
4/10/24	Review JPA	0.2
4/11/24	Email exchange with DRM and LB re mediation	0.2
4/11/24	Draft stip and PO to continue CMC	0.3
4/18/24	Review email re mediation	0.1
4/29/24	Meet with IK re mediation	0.2
4/29/24	Review email from arbitrator re cmc, and the attached documents	0.3
4/29/24	Review email from defense re mediators	0.1
4/29/24	Meet with IK re case status	0.1
5/1/24	Email exchange with co counsel re mediation	0.1
5/1/24	Email to defense re mediation	0.1
5/1/24	Call with DRM re mediation	0.1
5/7/24	Email to defense re mediation	0.1
5/14/24	Edit stip to continue CMC	0.2
5/14/24	Email exchange with defense counsel re stip to continue CMC dates	0.2
5/15/24	Edit CMC statement, email to defense	0.3
5/16/24	Review and finalize stip to continue CMC	0.2
5/16/24	Email to defense re stip to continue CMC	0.1

Hickey v. Transform Sears Home Services
Sacramento Superior Court Case No. 34-2022-00321759
Attorney Time – Maggie K. Realin

5/17/24	Email to arbitrator re arbitration	0.1
5/30/24	Review order continuing CMC	0.1
5/30/24	Review notice of order continuing CMC	0.1
9/17/24	Review email from LB re mediation	0.1
9/20/24	Review email to defense re mediation data	0.1
9/24/24	Review dockets/complaints of related actions	0.5
9/26/24	Call with client's individ. Atty re claims	0.3
9/30/24	Email exchange with LB re mediation data	0.1
10/1/24	Call with DRM and LB re data analysis	0.2
10/1/24	Review case status	0.3
10/1/24	Meet with MS re mediation data	0.1
10/7/24	Call with LB and plaintiff re mediation	0.5
10/8/24	Review and edit mediation brief	1.2
10/8/24	Call with expert and LB re mediation data analysis	0.3
11/8/24	Draft motion for PAGA settlement approval	1.0
11/11/24	Draft motion for PAGA settlement approval	2.3
11/14/24	Review admin bid from Apex	0.1
11/14/24	Review admin bid from CPT	0.1
11/14/24	Review notice of entry of order continuing CMC	0.1
10/9/24	Review edits to mediation brief	0.3
10/9/24	Email exchange with LB re expert analysis	0.2
10/9/24	Review expert analysis	0.2
10/9/24	Edit mediation brief, review D's documents	1.2
10/9/24	Meet with IK re mediation brief	0.2
10/11/24	Final review of mediation brief	0.4
10/11/24	Prepare penalties calculations to share with defendant	0.2
10/11/24	Email exchange with defense counsel re mediation	0.1
10/14/24	Email exchange with mediator's office re mediation	0.1
10/14/24	Meet with IK re mediation	0.2
10/15/24	Call with DRM re mediation	0.3
10/15/24	Meet with IK re mediation	0.2
10/15/24	Call with DRM re mediation	0.3
10/16/24	Attend mediation	5.0
10/16/24	Call with DRM re mediator's proposal	0.2
10/17/24	Review and edit release language	0.2
10/17/24	Review mediator's proposal	0.1
10/17/24	Meet with IK re mediator's proposal	0.2
10/21/24	Email to mediator re mediator's proposal	0.1
10/21/24	Call with LB and client re mediator's proposal	0.2
10/24/24	Call with mediator re proposal	0.1

Hickey v. Transform Sears Home Services
Sacramento Superior Court Case No. 34-2022-00321759
Attorney Time – Maggie K. Realin

10/24/24	Call with MS re mediator's proposal	0.1
10/24/24	Call with DRM and LB re mediator's proposal	0.1
10/24/24	Email to mediator re mediator's proposal	0.1
10/29/24	Email exchange with mediator re proposal	0.1
10/29/24	Call with LB and DRM re mediator's proposal	0.2
10/30/24	Review and edit MOU	1.1
10/30/24	Email exchange with co-counsel re edits to MOU	0.2
10/30/24	Review emails with Hickey's individ. Atty re release in the MOU	0.2
10/30/24	Further edits to MOU	0.3
10/30/24	Review and edit stip to continue CMC	0.2
10/30/24	Email to defense counsel re stip to continue CMC	0.1
10/31/24	Review final version of stip to continue CMC	0.1
10/31/24	Edit MOU	0.3
10/31/24	Email to defense counsel re MOU	0.1
11/4/24	Review email from defense counsel re MOU	0.1
11/4/24	Call with DRM re MOU	0.1
11/6/24	Email to defense counsel re MOU	0.1
11/6/24	Email exchange with LB re MOU	0.1
11/12/24	Draft motion for PAGA settlement approval	5.5
11/12/24	Review admin bid requests	0.2
11/12/24	Email exchange with defense re settlement agreement and admin bids	0.2
11/13/24	Draft motion for PAGA settlement approval, cont'd	2.3
11/13/24	Edit motion for PAGA settlement approval	1.2
11/13/24	Review admin bid of Simpluris	0.1
11/15/24	Email to defense counsel re admin bids	0.1
11/18/24	Draft proposed PAGA approval order	0.7
12/11/24	Email to defense re status of the settlement agreement	0.1
1/2/25	Email to defense counsel re settlement agreement	0.1
1/10/25	Review and edit settlement agreement	1.8
1/10/25	Review notice to aggrieved employees	0.1
1/10/25	Review and edit individual settlement agreement	0.8
1/10/25	Edit motion for PAGA settlement approval	1.1
1/10/25	Edit proposed order granting PAGA approval	0.3
1/9/25	Email exchange with defense counsel re status of the SA	0.2
1/13/25	Email exchange with defense counsel re hearing re settlement approval	0.2
1/13/25	Email to administrator re decl iso settlement approval	0.1
1/13/25	Review email to clerk re hearing date	0.1
1/13/25	Review edits to notice to employees	0.2
1/13/25	Review email from clerk re hearing dates	0.1

Hickey v. Transform Sears Home Services
Sacramento Superior Court Case No. 34-2022-00321759
Attorney Time – Maggie K. Realin

1/13/25	Email to defense counsel re hearing date	0.1
1/13/25	Exchange with LB re settlement documents and hearing dates	0.2
1/13/25	Review and edit decl of adm re PAGA settlement approval	0.7
1/14/25	Review further edits to individual PAGA settlement, email exchange with LB	0.4
1/14/25	Review further edits to PAGA settlement agreement	0.3
1/14/25	Call with DRM re edits to PAGA settlement agreements	0.2
1/14/25	Review further edits to proposed PAGA approval order	0.2
1/14/25	Review further edits to motion for PAGA approval	0.3
1/14/25	Call with LB re PAGA approval motion	0.2
1/14/25	Email exchange with defense counsel re settlement docs & hearing	0.2
1/14/25	Review LB's email re counsel dec requirements	0.1
1/16/25	Call with LB re PAGA approval motion	0.1
1/16/25	Email to defense counsel re PAGA apprvl hearing	0.1
1/16/25	Review email from defense counsel re PAGA apprv hearing	0.1
1/27/25	Review D's edits to PAGA settlement agreement	0.2
1/27/25	Review D's edits to individual agreement	0.2
2/3/25	Review email from defense counsel re CMC	0.1
2/3/25	Email exchange with LB re individ SA	0.2
2/4/25	Review further edits to individual settlement agreement	0.3
2/4/25	Email exchange with LB re edits to SA	0.2
2/4/25	Further edit individual settlement agreement	0.5
2/4/25	Email to defense counsel re settlement documents	0.1
2/11/25	Review D's further edits to individual SA	0.2
2/11/25	Email to LB re edits to individual SA	0.1
2/19/25	Email to client re status of the settlement	0.1
2/20/25	Call with client re settlement agreements	0.2
2/20/25	Call with LB re settlement	0.1
2/25/25	Review D's edit to settlement approval motion	0.6
2/25/25	Email exchange with co-counsel re finalizing the settlement approval motion	0.2
3/3/25	Review and edit motion for settlement approval and supporting docs	3.5
	Total:	55.5

EXHIBIT 5

COHELAN KHOURY SINGER
Litigation Cost
Hickey v. Transform Sears Home Services
Sacramento Superior Court Case No. 34-2022-00321759
2/24/25

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
<u>Filing Fees</u>			
2/13/2024	One Legal	Notice of Change of Address	\$18.43
2/13/2024	One Legal	Association of Attorney	\$18.43
5/16/2024	One Legal	Stipulation and Order	\$48.28
5/17/2024	One Legal	Notice of Remote Appearance	\$28.72
5/31/2024	One Legal	Notice	\$28.72
10/31/2024	One Legal	Stipulation and Order	\$51.06
11/14/2024	One Legal	Notice	\$29.37
2/3/2025	One Legal	Stipulation and Order	\$42.80
2/5/2025	One Legal	Notice	\$31.44
2/6/2025	One Legal	Notice of Settlement	\$31.44
<i>est.</i>	<i>One Legal</i>	<i>PAGA Motion</i>	<i>\$74.95</i>
		Subtotal	\$403.64
<u>Expert</u>			
10/16/2024	JTC Corporation	Statistician	\$2,932.50
		Subtotal	\$2,932.50
<u>Mediation</u>			
9/24/2024	HunterADR, LLC	Mediation Fee	\$9,240.00
		Subtotal	\$9,240.00
<u>Miscellaneous</u>			
9/23/2024	SB-Court	Documents	\$11.50
		Subtotal	\$11.50
		Total	\$12,587.64

EXHIBIT 6

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 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

* $i_c \frac{1}{2}$ Years Out of Law School $i_c \frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $i_c \frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_c \frac{1}{2}$ 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 $i_c \frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_c \frac{1}{2}$ 4-7" on June 1, 1999, and tier $i_c \frac{1}{2}$ 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 7