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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CHETERRA YOUNG, an Individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

PFT ALEXANDER, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendant.

Case No. 23STCV07449

ASSIGNED FOR ALL PURPOSES TO:

Hon. Timothy Patrick Dillon

Department 15

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF MICHAEL D. SINGER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND APPROVAL OF
ATTORNEYS' FEES AND COSTS**

Date: March 25, 2026

Time: 10:00 a.m.

Dept.: 15

Complaint filed: April 5, 2023

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 Cheterra Young (“Plaintiff”) in this Action. I submit this
4 declaration in support of the Motion for Final Approval of Class and Representative Action
5 Settlement. The following facts are within my personal knowledge and I could and would
6 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 (2010-2025, 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 before
24 several California District Courts of Appeal, successfully arguing the landmark *Vaquero* appeal
25 for plaintiffs in the Second District Court of Appeal, *Vaquero v. Stoneledge Furniture, LLC*
26 (2017) 9 Cal.App5th 98 (requiring employers separately pay commission sales employees for
27 rest periods). As lead counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly reported
28 at (2008) 165 Cal.App.4th 25], I argued before the Fourth District Court of Appeal in May 2008

1 on transfer from the California Supreme Court, and co-authored the briefing in the successful
2 Supreme Court appeal. I have also argued federal appeals in the Second, Third, and Ninth
3 Circuit Courts of Appeals. In addition, I have drafted numerous appellate briefs as the appellant,
4 respondent, or amicus curiae in various employment class and individual actions. My firm has
5 successfully tried multiple class cases, obtained appellate reversals of class certification denials
6 (*Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and certified multiple consumer and
7 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, 2021,
15 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.
20 He has successfully litigated numerous complex civil matters to verdict, jury and non-jury.
21 His main areas of practice include civil tort litigation, personal injury, business torts,
22 antitrust and class action cases. In recent years, Mr. Khoury has emphasized wage and hour
23 class action matters, having assisted in the litigation to judgement or settlement of over 300
24 wage and hour class actions. He has been approved as a CLE lecturer and has participated in
25 seminars on class action wage and hour issues, the complexities of mediation, and the
26 procedural requirements involved in class action settlements. He has argued appeals and been
27 co-counsel in several matters of major import including California Supreme Court decisions
28 including the *Brinker* decision clarifying California meal and rest break requirements.

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

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

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

1 14. We are experienced and consider ourselves qualified to evaluate the claims and
2 defenses in this Action, and support the efficient resolution of the claims in this matter for a
3 \$225,000 Maximum Settlement Amount with Defendant PFT Alexander, Inc. for a group of 56
4 Participating Class Members who worked for Defendant in California between April 5, 2019
5 and July 30, 2024.

6 15. The average Class Member will receive a settlement payment of approximately
7 \$2,097.79, and the highest settlement payment will be \$4,950.58. In addition, 42 Aggrieved
8 Employees will share in the PAGA Penalties, receiving a highest Individual PAGA Payment of
9 approximately \$101.21, and an average Individual PAGA Payment of approximately \$66.13.

10 16. This Settlement is the product of arm's-length bargaining between attorneys who
11 are highly experienced in complex class actions. Settlement Class Counsel thoroughly evaluated
12 the evidence supporting the claims and defenses at issue, and were very well positioned to
13 evaluate the Settlement's relative strengths and benefits. The parties are well-versed in the
14 evidentiary record upon which Plaintiff's claims are based.

15 17. This Settlement provides substantial relief to all Class Members without further
16 delay, and without the risks associated with arbitration proceedings, trial, and appeal, that would
17 not yield a better result than this settlement.

18 18. The Maximum Settlement Amount of \$225,000.00 is fair and reasonable as it
19 guarantees cash payments to Class Members, without any risks, costs, and uncertainty of
20 prolonged litigation. Plaintiff incorporates by reference the *Kullar* analysis performed in
21 Plaintiff's motion for preliminary approval filed on August 29, 2024. In summary, PFT's
22 maximum potential liability for Plaintiff's direct claims is \$1,412,360.00, and an additional
23 \$622,030.00 for Plaintiff's derivative wage statement and waiting time penalties claims,
24 possible only if Plaintiff prevailed on her underlying claims, for a total of \$2,034,390.00. Thus,
25 the Maximum Settlement Amount of \$225,000.00 represents almost 16% of Defendant's
26 maximum potential liability for Plaintiff's direct claims, and over 11% of Defendant's
27 maximum potential liability for Plaintiff's non-PAGA claims. This result is well within the
28 range of settlements commonly approved by California state and district courts.

1 19. The Parties carefully investigated the claims and facts alleged in this action, and
2 Plaintiff has made a thorough study of the legal principles applicable to the claims asserted
3 against Defendant. Defendant produced its employee handbook containing policies at issue in
4 this action, and a 5% class sample of time and pay records for class members (Plaintiff and two
5 other employees). This sample is sufficient for purposes of this settlement, because Defendant
6 does not dispute that until approximately April 26, 2023, it did not record meal break periods
7 for *any* employee, nor paid any meal or rest break premiums. As a result of investigation and
8 discovery, the Parties had a clear understanding of their respective claims and defenses.

9 20. Defendant would likely assert that whether the policy states a meal break will be
10 provided before the start of the 6th hour of work as opposed to before the end of 5th hour of
11 work is a distinction without a difference, as both variations mean the same thing. Defendant
12 will argue there is nothing unlawful in requiring overtime pre-approval, and that its policy
13 specifically prohibits off-the-clock work. Further, records Defendant produced showed it paid
14 substantial overtime.

15 21. With respect to Plaintiff's rest break claims, Defendant will argue that the law
16 does not require that employees be advised about their entitlement to premiums. Further,
17 damages and penalties calculations could present complicated issues, as employees did not have
18 to clock out to take rest breaks, or otherwise record them.

19 22. Lastly, with respect to wage statement and untimely wages claims, they are
20 derivative of Plaintiff's unpaid time, and meal and rest break claims, so if Plaintiff does not
21 prevail on the underlying claims, her derivative claims would also fail. Defendant will likely
22 assert that wages that were not paid cannot form the basis of these derivative claims.

23 23. The Parties engaged in mediation before experienced neutral, Kevin Barnes, Esq.
24 At the time of mediation, the Parties understood their respective positions.

25 24. Class Counsel has extensive experience in wage and hour class actions, having
26 worked on and settled hundreds of complex employment law cases for decades. Through their
27 extensive investigation, discovery, motion practice, and settlement, Class Counsel have a
28 thorough understanding of this action and believe this Settlement meets the standard required

1 for the Court's approval. Class Counsel's experience and endorsement of this Settlement
2 warrants final approval.

3 25. The Class Notice informed Class Members how all of the Settlement funds
4 would be allocated and the Class Members' estimated individual recovery. Specifically, the
5 Class Notice explained the payment to the Class Members would be calculated based on the
6 number of workweeks worked during the Settlement Class Period. This formula is realistic
7 because Settlement Class Members' individual recovery is proportionate to the amount of time
8 they were employed with Defendant.

9 26. Settlement checks will be valid and negotiable for 180 days. Any funds
10 associated with checks that have not been cashed within 180 calendar days, will become void
11 and the Individual Settlement Amount associated with the uncashed check will be remitted
12 pursuant to Code of Civil Procedure section 384 to the California State Controller for deposit in
13 the Unclaimed Property Fund in the name of the individual whose check was uncashed. In no
14 event will any of the funds revert to Defendant.

15 27. As the Court has already preliminarily approved the allocation of \$11,250.00 to
16 cover claims for civil penalties under PAGA when the Court granted Plaintiff's Motion for
17 Preliminary Approval, the Court need not engage in any further analysis of the "governmental
18 participant" factor. The LWDA was timely served with the proposed Settlement Agreement in
19 this action and did not object to the amount of PAGA penalties.

20 28. By this motion, Plaintiff and Class Counsel seek an award of attorneys' fees in
21 the sum of \$75,000.00 representing one-third (1/3) of the Maximum Settlement Amount. In
22 addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable
23 costs of \$7,500.00 (although actual costs total \$8,256.41) associated with Class Counsel's
24 prosecution of the Action.

25 29. Plaintiff gave written contest to apportion fees between Class Counsel as
26 follows: Cohelan Khoury & Singer shall receive Seventy-Nine Percent (79%) of any fee
27 awarded, and The Markham Law Firm shall receive Twenty-One Percent (21%) of any Fee
28 awarded.

30. To bring this matter to final approval, Class Counsel will have expended 149.7 hours of attorney and para-professional time prosecuting the case, resulting in a lodestar fee of \$80,452.75, and actual costs of \$8,256.41, as shown in the below Lodestar & Cost Chart. Attached as Exhibit 1(A-C) is a true and correct copy of Cohelan Khoury & Singer's Time Records for each attorney that worked on this case.

ATTORNEYS/ PARAPROFESSIONALS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
Isam C. Khoury, Founding Partner	1974	4.4	\$1,100	\$4,840.00
Michael D. Singer, Managing Partner	1984	2.1	\$1,250	\$2,625.00
Maggie Realin, Partner	2009	59.6	\$700	\$41,720.00
Amber Worden, Certified Paralegal	N/A	3.2	\$200	\$640.00
Matthew Atlas, Paralegal	N/A	4.1	\$175	\$717.50
TOTAL:		73.4		\$50,542.50

FIRM/ ATTORNEYS/PARALEGAL	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
THE MARKHAM LAW FIRM				
David Markham, Founding Partner	1976	8.0	\$815	\$6,520.00
Lisa Brevard, Associate	2018	25.0	\$500	\$12,500.00
Maggie Realin, Former Partner	2009	6.3	\$700	\$4,410.00
Noor Haleem, Paralegal	N/A	10.8	\$175	\$1,890.00
Leeanna Carcione, Former Paralegal	N/A	26.2	\$175	\$4,590.25
TOTAL:		76.3		\$29,910.25

Total Aggregate Hours: 149.7	Total Lodestar: \$80,452.75
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LITIGATION EXPENSES	
COHELAN KHOURY & SINGER	\$4,095.36
THE MARKHAM LAW FIRM	\$4,161.05
TOTAL COSTS	\$8,256.41

1 31. Further, Class Counsel will incur additional billable hours of at least 10-20 hours
2 to oversee the settlement distribution process

3 32. Counsel's request for one-third of the common fund is in the mid-range of
4 awards which commonly range from 20% to 50%, and is fair compensation for undertaking
5 complex, risky, litigation on a contingent basis, and for the result achieved for the Class.

6 33. Some courts have found 33% of a common fund is the California "benchmark."
7 The request is consistent with market rates and been award to Class Counsel numerous times.

8 34. Since 2020, Cohelan Khoury & Singer has been awarded attorneys' fee of one-
9 third of a common fund state and federal courts in many class and representative actions:

10 a) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No.
11 2018-01017838 (Hon. Glenda Sanders – approving attorneys' fees of 33-1/3% of \$175,000
settlement in a PAGA action).

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

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

16 d) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-
17 2018-00997260 (Hon. Randall J. Sherman –attorneys' fees of 33-1/3% of \$1,485,000 Class
action settlement).

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

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

22 g) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern
23 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).

24 h) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case
25 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).

26 i) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599
27 (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).

1 j) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case
2 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).

3 k) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court,
4 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).

5 l) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case No.
6 37-2019-00051447 (Hon. Katherine Bacal –attorneys’ fees of 33-1/3% of \$600,000 settlement
in Class and Representative action).

7 m) *Lopez, et al. v. PG&E Company*, San Francisco County Superior Court, Case No.
8 CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –33-1/3% of \$350,000 Class/PAGA settlement).

9 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).

10 o) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County
11 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).

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

14 q) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior
15 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).

16 r) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No.
17 21STCV18635 (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in
Class and Representative action).

18 s) *Mireles v. Lodi Memorial Hospital Association, Inc., et al.*, San Joaquin County
19 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).

20 t) *Foley, et al. v. Yuen;s Enterprise Obe, Inc., et al.*, San Bernardino County
21 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).

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

24 v) *Caracoza, Jr. v. Ashley Furniture Industries, Inc.*, San Bernardino County
25 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).

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

1 x) *Augustine, et al. v United Parcel Service, Inc.*, Los Angeles County Superior
2 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).

3 y) *Parra, et al. v Aztec Landscaping, Inc.*, San Diego County Superior Court, Case
4 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).

5 z) *Butler v. Powerschool Group LLC*, Sacramento County Superior Court, Case No.
6 34-2021-00299363 (Hon. Jill H. Talley – attorneys’ fees of 33-1/3% of \$898,852 settlement in
in Class and Representative action).

7 35. If the fee award were calculated using the lodestar, rather than the common fund
8 method, no multiplier would be needed. The request represents a “negative multiplier” of 0.93.
9 (\$75,000/\$80,452= 93.2%).

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

13 37. Unlike Defense counsel, who are regularly paid fair-market hourly rates, Class
14 Counsel received no compensation, or expense reimbursement, since the case began almost
15 three years ago. The contingent representation, and risks of the litigation which could result in
16 no fee, support approval of the fee request.

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

20 39. Class Counsel’s skill and experience support their hourly rates: **Cohelan**
21 **Khoury & Singer**: Founding Partner, Isam C. Khoury - \$1,100; Managing Partner, Michael D.
22 Singer - \$1,250, Maggie Realin - \$700.

23 40. The current Laffey Matrix would actually provide for some rate increases:
24 **Cohelan Khoury & Singer**: Founding Partner, Isam C. Khoury - \$1,227 (20+ years out of law
25 school); Partner, Maggie Realin - \$1,019 (11-19 years out of law school); Paralegals, Amber
26 Worden and Matthew Atlas - \$277. **The Markham Law Firm**: Founding Partner, David
27 Markham - \$1,227 (20+ years out of law school); Maggie Realin, Former Partner - \$1,019 (11-
28 19 years out of law school); Associate, Lisa Brevard - \$625 (4-7 years out of law school);

Paralegal, Noor Haleem - \$277; Paralegal, Leeanna Carcione - \$277. Attached as Exhibit 2 is a true and correct copy of the Laffey Matrix (accessed March 3, 2026, available at <http://www.laffeymatrix.com/see.html>).

41. Further, the fees sought for paralegals Amber Worden and Matthew Atlas are appropriate because they meet the requirements of Business & Professions Code sections 6450, *et seq*, including qualifications and continuing education and their hourly billing rate and hours worked are reasonable and usual for the services rendered.

42. To prosecute and bring this matter to final approval, Cohelan Khoury & Singer has incurred **\$4,095.36** in reasonable and necessary actual costs, as described below:

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
2/9/2024	One Legal	Association of Attorney	\$19.71
2/13/2024	One Legal	Notice of Change of Address	\$19.71
3/25/2024	Kevin Barnes Mediations	Mediation Fee	\$1,975.00
4/5/2024	Case Anywhere	1/1/24-3/31/24	\$95.79
5/24/2024	One Legal	Notice of Settlement	\$19.71
5/24/2024	One Legal	Stip and Order	\$40.30
6/18/2024	Express Network	Stipulation and Prop Order Class Cert	\$44.00
7/2/2024	One Legal	Notice	\$19.71
7/8/2024	Case Anywhere	4/1/24-6/30/24	\$165.00
8/30/2024	One Legal	Preliminary Approval	\$81.48
8/30/2024	One Legal	Preliminary Approval - Courtesy Copy	\$77.21
10/7/2024	Case Anywhere	7/1/24-9/30/2024	\$207.00
1/23/2025	Case Anywhere	10/1/24-12/31/24	\$147.00
3/3/2025	Case Anywhere	1/1/25-1/31/25	\$49.00
3/26/2025	LASC	Copy	\$2.00
3/26/2025	One Legal	Notice of Continuance	\$23.44
4/17/2025	Case Anywhere	2/1/25-2/28/25	\$49.00
4/17/2025	Case Anywhere	3/1/25-3/31/25	\$55.00
5/8/2025	Case Anywhere	4/1/25-4/30/25	\$49.00
6/4/2025	Case Anywhere	5/1/25-5/31/25	\$49.00
7/7/2025	Case Anywhere	6/1/25-6/30/25	\$49.00
8/5/2025	Case Anywhere	7/1-7/31/25	\$49.00
9/11/2025	One Legal	Notice of Continuance	\$61.95
9/12/2025	One Legal	Notice of Continuance	\$29.63
9/30/2025	Case Anywhere	8/1-8/31/25	\$49.00
10/23/2025	Case Anywhere	9/1-9/30/25	\$49.00

11/3/2025	One Legal	Notice	\$23.44
11/11/2025	Case Anywhere	10/1-10/31/25	\$61.00
11/13/2025	One Legal	Declaration	\$23.44
11/14/2025	One Legal	Declaration	\$87.76
11/21/2025	One Legal	Notice	\$61.95
11/21/2025	One Legal	Notice	\$23.44
12/10/2025	Case Anywhere	11/1-11/30/25	\$67.00
1/14/2026	Case Anywhere	12/1-12/31/25	\$49.00
2/3/2026	Case Anywhere	1/1-1/31/26	\$49.00
<i>est</i>	<i>One Legal</i>	<i>Final Approval</i>	<i>\$81.48</i>
<i>est</i>	<i>One Legal</i>	<i>Final Approval - Courtesy Copy</i>	<i>\$92.21</i>
	In House	Postage	\$0.00
	In House	Photocopies @.25	\$0.00
	Total		\$4,095.36

43. As Cohelan Khoury & Singer has done since its entry into this matter, we will continue to fulfill our responsibility to the Plaintiff and the members of the class through final approval of the settlement and the final accounting of the distribution.

44. No member of Cohelan Khoury & Singer has any conflicts of interest with the class or with the Plaintiff, nor are they related to Plaintiff. We do not represent opposing factions within the class, in that all claims are predicated upon the same theories of liability and benefit all class members equally.

45. My firm fully endorses the terms and conditions of the proposed Settlement. We respectfully request that the Court grant final approval of the Class and Representative Action Settlement.

46. On the same date this declaration and supporting motion documents are filed with the Court, they were served upon Defendant and provided to the LWDA. Attached as Exhibit 3 is a true and correct copy of the LWDA confirmation of Receipt.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on March 3, 2026 in San Diego, California.

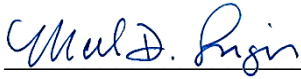

Michael D. Singer

EXHIBIT 1
TIME RECORDS

EXHIBIT 1-A

TIME RECORD

ISAM C. KHOURY

FOUNDING PARTNER

Young v. PFT Alexander, Inc.
Los Angeles Superior Court Case No. 23STCV07449
Attorney Time – Isam C. Khoury

Date	Activity	Time
3/5/24	Discuss mediation and selection and dates, file review	0.4
5/1/24	Mediation and prep	4.0
	Total	4.4

EXHIBIT 1-B

TIME RECORD

**MICHAEL D. SINGER
MANAGING PARTNER**

Young v. PFT Alexander, Inc.
Los Angeles Superior Court Case No. 23STCV07449
Attorney Time – Michael D. Singer

Date	Activity	Time
9/9/2024	Review/Revise Preliminary Approval PA/Declaration	0.9
3/1/2026	Review/Revise Final Approval PA/Declaration	1.2
	Total	2.1

EXHIBIT 1-C

**TIME RECORD
MAGGIE REALIN
PARTNER**

Young v. PFT Alexander, Inc.
Los Angeles Superior Court Case No. 23STCV07449
Attorney Time – Maggie Realin

Date	Activity	Time
2/5/24	meet with IK re mediation	0.3
2/5/24	email exchange with MS and LB re mediation	0.2
2/23/24	email exchange with defense counsel and LB re discussing mediation	0.2
2/23/24	call with LB re mediation / possible class cert	0.1
3/5/24	review D's handbook & mediation communication in prep for call with defense	0.7
3/5/24	call with defense and LB re mediation	0.2
3/5/24	call with LB re mediation	0.2
3/5/24	email to MS re mediation	0.1
3/12/24	email exchange with defense counsel and mediator re mediation	0.2
3/13/24	review email from defense re mediation	0.1
3/15/24	review JPA	0.2
3/15/24	email to MS re JPA	0.1
3/25/24	review email exchange with client re mediation	0.1
4/3/24	email to LB re mediation	0.1
4/4/24	draft mediation brief	2.9
4/4/24	email to defense counsel re mediation data	0.1
4/5/24	draft mediation brief	3.8
4/5/24	review and edit mediation brief	1.1
4/5/24	draft MOU	1.8
4/8/24	email exchange with defense counsel re mediation data	0.1
4/18/24	email to co-counsel re mediation data	0.1
4/23/24	email exchange with defense counsel re mediation brief	0.2
4/24/24	meet with IK re draft MOU	0.2
4/24/24	edit mediation brief based on updated data points	0.8
4/24/24	final review of mediation brief	0.4
4/24/24	email to defense counsel re MOU	0.1
4/25/24	review mediation agreement	0.1
4/29/24	call with the client re mediation	0.2
5/1/24	attend mediation	4
5/1/24	prepare for mediation	1.5
5/2/24	review mediator's proposal	0.1
5/2/24	call with co-counsel re mediator's proposal	0.1
5/2/24	edit MOU	0.6
5/3/24	review email from mediator re mediation result	0.1
5/3/24	email MOU to defense	0.1
5/3/24	review email from defense counsel re MOU	0.1
5/7/24	email to defense re MOU	0.1
5/7/24	review email from defense counsel re MOU	0.1

Young v. PFT Alexander, Inc.
Los Angeles Superior Court Case No. 23STCV07449
Attorney Time – Maggie Realin

5/8/24	call with client re settlement terms	0.3
5/8/24	email to client re MOU	0.1
5/8/24	email to defense counsel re MOU	0.1
5/8/24	review and finalize MOU	0.3
5/8/24	draft notice of settlement	0.3
5/8/24	review local rules re settlement approval	0.2
5/8/24	review edits to ntc of settlement	0.1
5/8/24	review stip to continue cmc dates due to settlement	0.2
5/8/24	email exchange with client re MOU	0.1
5/9/24	email to defense counsel re MOU	0.1
5/13/24	email to defense counsel re MOU	0.1
5/14/24	review settlement approval guidelines	0.6
5/15/24	email from defense re MOU	0.1
5/15/24	draft Ps and As iso preliminary approval	3.7
5/16/24	draft motion for preliminary approval	3.4
5/16/24	edit and review motion for preliminary approval	0.9
5/17/24	email to defense counsel re MOU	0.1
5/23/24	review email from defense counsel re MOU	0.1
5/23/24	email to defense counsel re notice of settlement	0.1
5/23/24	edit stip to continue case management dates due to settlement	0.1
5/24/24	review final version of notice of settlement and stip to vacate cmc dates	0.1
5/24/24	email exchange with defense counsel re settlement agreement	0.1
5/29/24	review and compare administrator bids	0.3
5/30/24	review email from defense re administrators	0.1
6/5/24	email to defense re status of the settlement agreement	0.1
6/19/24	review court order re preliminary approval	0.1
6/28/24	email exchange with defense counsel re status of the SA	0.1
7/2/24	review notice of order re prelim approval	0.1
7/7/24	review and edit settlement agreement	2.1
7/8/24	review and edit class notice	0.9
7/8/24	review and edit share form	0.3
7/8/24	further edit the SA	0.2
7/8/24	edit motion for preliminary approval	0.7
7/8/24	email to co-counsel re settlement documents	0.1
7/9/24	call with LB re settlement docs	0.1
7/9/24	call with DRM re settlement agreement	0.2
7/9/24	edit SA	0.2
7/9/24	edit proposed order granting prelim approval	0.2
7/30/24	review email from defense counsel re edits to settlement docs	0.1
8/5/24	call with LB re edits to settlement docs	0.3

Young v. PFT Alexander, Inc.
Los Angeles Superior Court Case No. 23STCV07449
Attorney Time – Maggie Realin

8/5/24	call with defense re edits to settlement docs	0.3
8/5/24	edit settlement agreement	0.3
8/5/24	edit settlement notice	0.2
8/5/24	review further edits to settlement notice	0.2
8/5/24	email to defense counsel re edits to settlement documents	0.1
8/12/24	Review D's email re settlement documents	0.1
8/12/24	review and finalize SA	0.6
8/12/24	review and finalize class notice	0.3
8/12/24	Edit motion for preliminary approval	0.4
8/13/24	email exchange with defense counsel re finalizing settlement docs	0.2
8/13/24	email to client re settlement agreement	0.1
8/13/24	email to settlement administrator re declaration	0.1
8/13/24	email to LB re plaintiff's declaration	0.1
8/14/24	review and edit decl of MR iso prelim approval	0.6
8/14/24	review decl of MS iso preliminary approval	0.3
8/14/24	review decl. of client re prelim approval	0.4
8/14/24	review edits to motion for preliminary approval	0.4
8/14/24	review notice of motion	0.2
8/14/24	email to defense counsel re settlement agreement	0.1
8/14/24	review email from client re settlement agreement	0.1
8/15/24	email to LB re client's dec iso prelim approval	0.1
8/19/24	email to defense counsel re status of the settlement agreement	0.1
8/28/24	review fully executed SA	0.1
8/28/24	email exchange with defense counsel re SA	0.1
8/28/24	email exchange with LB re DRM dec iso prelim approval	0.1
8/29/24	review finalized preliminary approval documents	0.7
9/19/24	review minutes re prelim approval	0.1
9/20/24	edit message to clerk re preliminary approval hearing	0.1
9/20/24	email exchange with defense counsel re prelim approval hearing	0.1
12/5/24	email exchange with client re status of the prelim approval mot	0.2
3/26/25	review order re prelim approval hearing	0.1
3/26/25	call with LB re order re prelim approval hearing	0.2
3/26/25	call with LB and client re prelim apprvl hearing	0.2
3/26/25	call with LB re prelim approval hearing	0.2
3/26/25	draft message to court re prelim approval hearing	0.3
3/26/25	edit message to court re prelim approval hearing	0.1
3/26/25	email exchange with defense counsel re prelim approval hearing	0.2
3/26/25	review ntc of order re continuance of prelim approval hearing	0.1
9/9/25	review order re prelim approval hearing	0.2
9/10/25	communication with client re prelim approval hearing	0.2

Young v. PFT Alexander, Inc.
Los Angeles Superior Court Case No. 23STCV07449
Attorney Time – Maggie Realin

9/10/25	review notice of continuance of prelim apprvl hearing	0.2
10/7/25	prepare for prelim approval hearing	1.6
10/8/25	review notice re prelim approval hearing	0.1
10/8/25	communication with client re prelim approval hearing	0.2
10/8/25	review minute order re prelim approval hearing	0.1
10/8/25	review ntc of entry order re prelim approval hearing	0.1
10/27/25	prepare for prelim approval hearing	0.4
10/28/25	appear at prelim approval hearing	0.6
10/30/25	email exchange with defense counsel re revised SA	0.2
10/30/25	finalize revised settlement agreement	0.2
10/30/25	further edit class notice	0.2
10/31/25	email to client re settlement agreement	0.1
11/3/25	email exchange with defense counsel re revised SA and notice	0.2
11/6/25	email exchange with defense counsel re decl iso revised SA	0.2
11/6/25	email exchange with defense counsel re revised SA	0.2
11/10/25	review and edit supplemental submission re prelim approval	0.3
11/10/25	email to defense counsel re edits to proposed order	0.1
11/18/25	review order granting prelim approval	0.3
11/19/25	review notice of order re prelim approval	0.2
12/18/25	review lass notice (finalized)	0.3
1/16/26	review admin report re class notice	0.1
2/6/26	review class admin report re class notice	0.1
2/12/26	email exchange with LB re atty fee motion	0.1
2/18/26	review and edit mtn final approval and atty fees	1.4
2/18/26	review and edit proposed order granting final approval	0.4
2/18/26	review and edit stipulation to exceed page limit and proposed order	0.3
2/23/26	review decl of admin re notice process	0.3
2/23/26	email to client re decl iso incentive award	0.1
2/23/26	(est.) edit, review and finalize motion for final approval and supporting docs	2
2/23/26	(est.) prepare for FH	1
2/23/26	(est.) appear at FH	0.5
	Total	59.6

EXHIBIT 1

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 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
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)

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