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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

ANGEL CUELLAR, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

NEW BERN TRANSPORT
CORPORATION, a Delaware Corporation;
PEPSI-COLA SALES AND
DISTRIBUTION, INC., a Delaware
Corporation; PEPSICO, INC., a North
Carolina Corporation; and Does 1-10,
Inclusive,

Defendants.

Case No. STK-CV-UOE-2024-0008803
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Robert T. Waters
Department 11B

CLASS ACTION

**DECLARATION OF ISAM C. KHOURY IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Final Approval Hearing:

Date: September 17, 2026

Time: 9:00 a.m.

Dept.: 11B

Complaint filed: July 25, 2024

Trial Date: Not set

1 I, Isam C. Khoury, declare as follows:

2 1. I am a Founding Partner at the law firm of Cohelan Khoury & Singer, co-counsel
3 of record for Plaintiff Angel Cuellar in this action. I submit this declaration in support of
4 Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement. The
5 following facts are within my personal knowledge and if called to testify I could and would
6 competently testify to them.

7 2. I am a 1973 Hastings School of Law graduate and was admitted to the California
8 State Bar in 1974 and am admitted to practice in all state courts in California and in the all
9 federal courts in California, as well as the First Circuit Court of the State of Hawaii and the
10 United States Court of Appeals for Sixth Circuit.

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

17 4. I have been selected by my peers based on ethics, experience and reputation as
18 Super Lawyers in Civil Litigation by the Southern California Super Lawyers Magazine for
19 several years between 2012 through the present. Michael D. Singer, Managing Partner, was
20 named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor and Employment
21 Attorneys and selected to the Southern California Super Lawyers in 2010, 2012-2019. Mr.
22 Singer was admitted as a fellow to the College of Labor and Employment Attorneys in 2020. I
23 am AV – Preeminent rated by Martindale-Hubbell, as are many attorneys in our firm.

24 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
25 provide the Mandatory Continuing Legal Education activity entitled "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 (1997-2026, updated annually),
28 part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing

author on the CEB publication California Wage and Hour Law: Compliance and Litigation (2010-2026 updated annually), in which he wrote the opening chapter overview on California Wage and Hour laws, including the public policy underpinnings for those laws, and the Private Attorneys General Act (“PAGA”) Claim chapter. He is also a contributing author to the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation Section on wage and hour litigation and has contributed articles on wage and hour and class action issues through the years to numerous California publications.

6. Prior to COVID-19, Mr. Singer typically lectured several times per year for continuing education courses on wage and hour and class action issues at events in San Diego, Orange County, Los Angeles, and San Francisco. For over twelve years, he has served as wage and hour amicus co-chair and liaison for the California Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and employment law since 2000, handling well over 300 wage and hour class and PAGA actions and several individual labor cases. He has litigated several types of employment actions, including complex ERISA employee welfare benefit plan cases, as well as wage and hour class

7. actions before Federal and State Courts in California. In 2014, Mr. Singer tried a wage and hour class action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v Penske Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers. Mr. Singer has participated in over 50 appellate cases and argued writs and appeals before several California District Courts of Appeal, arguing for plaintiffs on rehearing in *Brinker International Inc. v. Superior Court* before the Fourth District Court of Appeal, as well as federal appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In addition, Mr. Singer has drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in employment class and individual actions. As co-Class Counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly reported at (2008)165 Cal.App.4th 25], Mr. Singer argued before the Fourth District

1 Court of Appeal in May 2008 on transfer from the California Supreme Court, and co-authored
2 the successful Petition for Review.

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

11 9. My firm has successfully tried class cases, obtained appellate reversals of class
12 certification denials (*e.g. Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and has
13 certified multiple wage and hour class.

14 10. As a part of our overall firm philosophy lawyers perform community service and
15 pro bono work. Firm volunteer work includes service through Legal Aid at Work, San Diego
16 Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of
17 San Diego. I am a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Mr.
18 Singer has served on the Legal Aid at Work Board of Directors since 2011. Mr. Cohelan served
19 as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits
20 on the Board as past Chair. He completed 24 years of volunteer judicial service as a Judge Pro
21 Tem of the San Diego Superior Court. Since admission to the California Bar, Partner Diana M.
22 Khoury has been a member of the San Diego County Bar Association, Consumer Attorneys of
23 San Diego, Consumer Attorneys of California, and American Association for Justice serving
24 and chairing various committees through the years for these organizations. For six years from
25 2010 through 2015, Ms. Khoury served on the Board of Directors for Consumer Attorneys of
26 San Diego. Since 2013, Ms. Khoury actively serves on the Board of Directors for the San Diego
27 County Bar Foundation, the 501(c)(3) charitable arm of the San Diego County Bar Association
28 providing access to justice to the underserved and impoverished in the San Diego County

1 region. Our firm's pro bono victories include a settlement which prohibits the City of San Diego
2 from targeting homeless people for illegal lodging tickets under Penal Code Section 467(j).
3 (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer*
4 settlement had the effect of increasing the number of available shelter beds in San Diego.

5 11. Cohelan Khoury & Singer has been certified Class Counsel in the following
6 contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court
7 Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court
8 Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*,
9 Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND*
10 *HOURLY EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of
11 Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*,
12 United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v.*
13 *Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California
14 Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the
15 Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*,
16 Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United
17 States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les*
18 *Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-
19 300000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and*
20 *PICS*, Los Angeles County Superior Court Case No. BC472891; *Gutierrez v. Save Mart*
21 *Supermarkets*, San Mateo County Superior Court Case No. CIV530955; *Wilcox v Albertsons*,
22 San Diego County Superior Court Case No. GIC833922; *Gonzalez, et al. v. Freedom*
23 *Communications, Inc. d/b/a The Orange County Register*, Orange County Superior Court Case
24 No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.*, United States District Court,
25 Southern District of California Case No. 10CV0672 (FLSA Conditional Certification); *Hicks v.*
26 *Kaufman and Broad Home Corp.*, Los Angeles County Superior Court Case No. B198414;
27 *Hohnbaum, et al. v. Brinker Restaurant Corporation, et al.*, San Diego County Superior Court
28 Case No. GIC834348; *KEMP, et al. v. CSEA, et al.*, Circuit Court of the First Circuit, State of

Hawaii Case No. 98-3815-08; *LIBERTY MUTUAL OVERTIME CASES*, Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and Marketing Company*, United States District Court, Central District of California Case No. 11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 10CV0634; and *Weigle v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others, as well as being appointed Class Counsel in connection with well over 300 class action settlements.

12. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded numerous state and federal class and representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the resolution of over 300 such cases, including the following, which have received court approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A.*,

1 *Inc.*, Los Angeles County Superior Court Case No. BC577885, Hon. Elihu M. Berle; (c)
2 *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California
3 Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYs*, United States
4 District Court, Central District of California Case No. 18-cv-00415, Hon. David O. Carter; (e)
5 *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court Case No. BC472891,
6 Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County
7 Superior Court Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce*
8 *Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu
9 M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court
10 Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*,
11 Orange County Superior Court Case No. 2018-01017838; (j) *Klein v. Loomis Armored US,*
12 *LLC*, San Bernardino County Superior Court Case No. CIVDS1704547, Hon. David Cohn; (k)
13 *Laureano v. The Art of Shaving*, Los Angeles County Superior Court Case No. BC550093, Hon.
14 Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States
15 District Court, Southern District of California Case No. 17-CV-010624 JM, Hon. Jeffrey T.
16 Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No.
17 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development*
18 *Corporation, et al.*, United States District Court, Southern District of California Case. No. 15-
19 CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles
20 County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The*
21 *Los Angeles Country Club*, Los Angeles County Superior Court Case No. BC566493, Hon.
22 William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara
23 County Superior Court Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v.*
24 *Aramark Services, Inc.*, Santa Clara County Superior Court Case No. 2015-1-CV-288310, Hon.
25 Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court
26 Case No. CIVDS1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, United States District
27 Court, Northern District of California Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney;
28 (u) *Rivas v. ESA Management*, United States District Court, Central District of California Case

No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County Superior Court Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, United States District Court, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among many others.

13. We are experienced and consider ourselves qualified to evaluate the claims and defenses in this Action, and support the efficient resolution of the claims in this matter for a \$999,999.00 Settlement Amount against Defendant New Bern Transport Corporation (“New Bern” or “Defendant”) for a group of 1,900 Participating Settlement Class Members who were employed by Defendant in California between July 25, 2020 and December 3, 2025 excluding any weeks covered by the settlement in *Stevens v. PepsiCo, Inc. et al.*, Case No. 22-cv-00802 (S.D.N.Y).

14. The settlement in *Stevens v. PepsiCo, Inc. et al.*, Case No. 22-cv-00802 (S.D.N.Y) is a global nationwide hybrid FLSA/State law common fund settlement, with Class and Collective Members who were employed by a number of entities, including New Bern, “during the seventeen pay periods between December 5, 2021 and April 8, 2022.” The *Stevens* release covers “any and all claims under state laws relating to or arising out of the Kronos

1 Outage, including, without limitations, all state and local claims for unpaid wages (including,
2 but not limited to minimum wage and overtime), failure to timely pay wages, failure to record
3 hours worked, paystub requirements, reimbursement, and all related claims for statutory
4 damages or penalties, interest, liquidated damages, attorneys' fees, costs, expenses, and all other
5 such amount."

6 15. In this settlement, 100% of the money will be paid out as there is no reversion to
7 Defendant. The response to the Settlement is overwhelmingly positive, there are no objections
8 and only two opt outs. The average Class Member will receive a settlement payment of
9 approximately \$298.95, and the highest settlement payment will be \$586.74.

10 16. Class Counsel thoroughly evaluated the evidence supporting the claims and
11 defenses at issue, and were very well positioned to evaluate the Settlement's relative strengths
12 and benefits. The parties are well-versed in the evidentiary record upon which Plaintiff's claims
13 are based. At the time of mediation, the parties understood their respective positions.

14 17. The Parties conducted a thorough investigation of the claims and facts alleged in
15 this action, and we analyzed the legal principles applicable to Plaintiff's claims against New
16 Bern. Defendant produced over 25,000 pages of documents and other information, including
17 policies, handbooks, data points, in discovery, and a 5% class sample of time and pay records
18 for mediation purposes. We engaged an expert to prepare a class-wide damages model. As a
19 result of this careful investigation, the Parties developed a clear understanding of their
20 respective claims and defenses.

21 18. After some litigation and discovery, the Parties attended a private mediation on
22 September 4, 2025 with Steven Serratore, Esq. The case eventually settled. The involvement of
23 a mediator further supports the finding that the settlement was free of collusion.

24 19. The Gross Settlement Amount of \$999,999 is fair and reasonable as it guarantees
25 cash payments to Class Members, without any risks, costs, and uncertainty of prolonged
26 litigation.

27 20. Although Plaintiff remains confident in his position, he recognizes several risks
28 in prevailing on the certification and the merits.

21. In 2019, New Bern resolved a similar action involving its California drivers for \$5,000,000 in *Helton v. Pepsi-Cola Sales and Distribution, Inc., et al.*, Case No. 3:17-cv-01135-EMC (N.D. Cal.). That settlement occurred before the Federal Motor Carrier Safety Administration (“FMCSA”)’s preemption of California’s meal and rest break claims took effect. New Bern will contend that, following *Helton*, it had already implemented measures to address the pay and break practices at issue in the present case, substantially reducing its liability in this action.

22. With respect to Plaintiff’s off-the-clock claims, New Bern is expected to argue that its written policies are compliant and expressly prohibit any off-the-clock work, including during meal periods, and that employees are provided with contact information for an anonymous HR hotline to report any violations. Further, New Bern contends that drivers were required by Department of Transportation Regulations to record all on-duty time. New Bern also contends that all drivers were issued company devices capable of clocking in remotely, eliminating any need to wait to use the timeclock inside the building. Additionally, New Bern argues driver shift start times were staggered, thereby reducing or eliminating any alleged delays or lines at the timeclock.

23. Regarding meal and rest period claims, New Bern asserts that these claims are preempted under the FMCSA. New Bern further argues that it had no actual or constructive knowledge of Plaintiff working during breaks, which its policies expressly prohibit.

24. As to Plaintiff’s claim that he was paid sick pay at his base rate rather than his regular rate of pay, New Bern argues that the evidence shows only a single occurrence in which Plaintiff was paid two different hourly rates and received sick pay at the lower rate. According to New Bern, this happened because Plaintiff received a raise mid-week and took sick leave during that same week—an exceedingly rare circumstance. Therefore, New Bern will contend that this claim is *de minimis* in value, at best.

25. With respect to unreimbursed business expenses under Labor Code section 2802, New Bern argues that it did not require employees to use personal phones for work, as all drivers were issued company phones. Moreover, if any employee used a personal phone for

1 business purposes, New Bern maintains that it had an internal portal through which employees
2 could submit reimbursement requests.

3 26. Regarding Plaintiff's claim for unreimbursed uniform maintenance costs, New
4 Bern asserts that it provides each employee with five sets of pants, shorts, and vests, along with
5 one pair of shoes every year, at no cost.

6 27. To the extent Plaintiff or other drivers did not request reimbursement for such
7 expenses, New Bern asserts the claim is subject to summary adjudication.

8 28. Plaintiff's wage statement and untimely wage claims are derivative of his
9 underlying unpaid time, meal, and rest break claims. New Bern asserts that unpaid wages cannot
10 serve as the basis for derivative penalties under *Maldonado v. Epsilon Plastics (2018) Inc.*, 22
11 Cal. App. 5th 1308, 1336–37.

12 29. The LWDA was timely served with the proposed Settlement Agreement in this
13 action and did not object to the amount of PAGA penalties.

14 30. The Class Notice informed Class Members how all of the Settlement funds
15 would be allocated and the Class Members' estimated individual recovery. Specifically, the
16 Class Notice explained the payment to the Class Members would be calculated based on the
17 number of workweeks worked during the Settlement Class Period. This formula is realistic
18 because Settlement Class Members' individual recovery is proportionate to the amount of time
19 they were employed with Defendant.

20 31. Settlement checks will be valid and negotiable for 140 days. After that time, the
21 Parties will seek the Court's approval to donate the funds represented by uncashed checks, plus
22 interest, to the State Controller's Unclaimed Property Fund to permit the affected class members
23 to claim the funds in the future. In no event will any of the funds revert to Defendants.

24 32. By this motion, Plaintiff and Class Counsel seek an award of attorneys' fees in
25 the sum of \$329,999.67, representing one-third (1/3) of the Gross Settlement Amount. In
26 addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable
27 costs of \$25,000.00 (although actual costs total \$25,033.74) associated with Class Counsel's
28 prosecution of the Action.

33. Plaintiff gave written contest to apportion fees between Class Counsel as follows: 33.3% to Cohelan Khoury & Singer, 33.33% to D.Law, Inc., and 33.33% to Mara Law Firm.

34. To bring this matter to final approval, Class Counsel will have expended 390.2 hours of attorney and para-professional time prosecuting the case, resulting in a lodestar fee of \$298,587.00, and actual costs of \$25,033.74, as shown in the below Lodestar & Cost Chart.

FIRM/ ATTORNEYS/PARALEGAL	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	12.9	\$1,100	\$14,190.00
Maggie Realin, Partner	2009	131.6	\$700	\$92,120.00
Amber Worden, Certified Paralegal	N/A	19.1	\$200	\$3,820.00
Matthew Atlas, Paralegal	N/A	11.4	\$175	\$1,995.00
TOTAL:		175.0		\$112,125.00

MARA LAW FIRM, PC				
David Mara, Founder	2004	89.0	\$850	\$75,650.00
Jill Vecchi, Partner	2014	77.0	\$650	\$50,050.00
TOTAL:		166.0		\$125,700.00

D.LAW, INC.				
Emil Davtyan, Managing Attorney	2014	49.2	\$1,235	\$60,762.00
TOTAL:		49.2		\$60,762.00
Total Aggregate Hours: 390.0			Total Lodestar: \$298,587.00	

LITIGATION EXPENSES				
COHELAN KHOURY & SINGER				\$20,033.74
MARA LAW FIRM, PC				\$5,000.00
D.LAW, INC.				\$0.00
TOTAL COSTS				\$25,033.74

1 35. I devoted 12.9 to this case. My tasks included reviewing and revising the
2 mediation brief and mediation damages and exposure model; preparing for and attending the
3 mediation; and reviewing and revising settlement motion materials.

4 36. Partner Maggie Realin was substantially involved in the day-to-day management
5 of this litigation and participated in all phases of the case. She devoted 131.6 hours to the case.
6 Her tasks included, but were not limited to: conducting the initial investigation of the claims;
7 reviewing Plaintiff's case file and documents; communicating with Plaintiff and class members;
8 drafting the Complaint and PAGA Notice; drafting the First Amended and Second Amended
9 Complaints; communicating and meeting and conferring with co-counsel and defense counsel;
10 drafting discovery and reviewing responses; drafting, reviewing, and revising various pleadings
11 and statements; assisting with preparation for mediation; coordinating with the expert regarding
12 the mediation damages analysis; drafting, reviewing, and revising the mediation brief; preparing
13 for and attending mediation; and drafting, reviewing, and revising the settlement agreement and
14 notice, as well as the preliminary and final approval motions, among other tasks necessary to
15 monitor and resolve this matter.

16 37. Further, Class Counsel will incur additional billable hours of at least 10-20 hours
17 to oversee the settlement distribution process.

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

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

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

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

27 b) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-
28 2018-00997260 (Hon. Randall J. Sherman –attorneys' fees of 33-1/3% of \$1,485,000 Class
action settlement).

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

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

5 e) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern
6 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).

7 f) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case
8 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).

9 g) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599
10 (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).

11 h) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case
12 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).

13 i) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court,
14 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).

15 j) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case No.
16 37-2019-00051447 (Hon. Katherine Bacal –attorneys’ fees of 33-1/3% of \$600,000 settlement
in Class and Representative action).

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

18 l) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior
19 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).

20 m) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County
21 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).

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

24 o) *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).

25 p) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No.
26 21STCV18635 (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in
Class and Representative action).

27 q) *Mireles v. Lodi Memorial Hospital Association, Inc., et al.*, San Joaquin County
28 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).

1 r) *Foley, et al. v. Yuen;s Enterprise Obe, Inc., et al.*, San Bernardino County
2 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).

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

5 t) *Caracoza, Jr. v. Ashley Furniture Industries, Inc.*, San Bernardino County
6 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).

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

9 v) *Augustine, et al. v United Parcel Service, Inc.*, Los Angeles County Superior
10 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).

11 w) *Parra, et al. v Aztec Landscaping, Inc.*, San Diego County Superior Court, Case
12 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).

13 x) *Butler v. Powerschool Group LLC*, Sacramento County Superior Court, Case No.
14 34-2021-00299363 (Hon. Jill H. Talley – attorneys’ fees of 33-1/3% of \$898,852 settlement in
in Class and Representative action).

15 y) *Garcia v. Haralambos Beverage Co.*, Los Angeles County Superior Court, Case
16 No. BC660723 (Hon. Laura A. Seigle – attorneys’ fees of 33-1/3% of \$1,200,000 settlement in
a certified Class action).

17 z) *Curley, et al. v. PAR Western Line Contractors, LLC, et al.*, San Diego County
18 Superior Court, Case No. 2021-00019761 (Hon. Katherine Bacal – attorneys’ fees of 33-1/3%
of \$8,400,000 settlement in in Class and Representative action).

19 41. The fee produced by the lodestar requires a multiplier of 1.11, which is within
20 the range of the multipliers frequently approved by California courts, which further confirms the
21 reasonableness of the requested fee award.

22 42. Cohelan Khoury & Singer has been awarded significant multipliers in other
23 cases: *McGrath v. Wyndham Resort Dev. Corp.*, (S.D.Cal. Jan. 30, 2018, No. 15cv1631 JM
24 (KSC)) 2018 U.S.Dist.LEXIS 16095, *24 [Hon. Jeffrey T. Miller – approving attorneys’ fees of
25 \$2,416,666.67 and **4.8 multiplier**, one-third of \$7,250,000 settlement in a pre-certification wage
26 and hour class action]; *Jones v. Abercrombie & Fitch Trading Co.*, (C.D.Cal. Nov. 19, 2018,
27 No. CV 15-0105 JGB (Ex)) 2018 U.S.Dist.LEXIS 198001, *24-25 [Hon. Jesus G. Bernal –
28 approving attorneys’ fees of \$2,400,000 and **3.7 multiplier**, one-third of \$9,600,000 settlement

1 in a pre-certification wage and hour class action]; *Schaffer v. Rady Children's Hospital – San*
2 *Diego, et al.*, San Diego County Superior Court, Case No. 2015-00022978 [Hon. Joel R.
3 Wohlfeil – approving attorneys' fees of \$4,166,666 and **3.98 multiplier**, one-third of
4 \$12,500,000 settlement in a certified wage and hour class action]; *Rodriguez v. Healthcare*
5 *Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case No. BC541313] Hon.
6 Kenneth Freeman – approving attorneys' fees of \$2,000,000 and **5.05 multiplier**, one-third of
7 \$6,000,000 settlement in a pre-certification wage and hour class action]; *De Benning v. Costco*
8 *Wholesale Corporation*, Sacramento County Superior Court, Case No. 2021-00309030 [Hon.
9 Jill H. Talley – approving attorneys' fees of \$3,000,000 and **7.99 multiplier**, one-third of
10 \$9,000,000 settlement in a pre-certification wage and hour class action]; *Tam v. Q Tech*
11 *Corporation*, Los Angeles County Superior Court, Case No. 21STCV18635 [Hon. Elihu M.
12 Berle – approving attorneys' fees of \$216,666.67 and **3.49 multiplier**, one-third of \$650,000
13 settlement in a pre-certification wage and hour class action]; and *Curley, et al. v. PAR Western*
14 *Line Contractors, LLC, et al.*, San Diego County Superior Court, Case No. 2021-00019761
15 [Hon. Katherine Bacal – approving attorneys' fees of \$2,800,000 and **3.10 multiplier**, one-third
16 of \$8,400,000 settlement in a pre-certification wage and hour class action].

17 43. Unlike Defense counsel, who are regularly paid fair-market hourly rates, Class
18 Counsel received no compensation, or expense reimbursement, since the case began over two
19 years ago. The contingent representation, and risks of the litigation which could result in no fee,
20 support approval of the fee request.

21 44. Based on my experience, the experience of my firm, and my research, Class
22 Counsel's skill and experience support their hourly rates and are in line with rates typically
23 approved in California wage and hour class and representative actions.

24 45. Class Counsel's skill and experience support their hourly rates: **Cohelan**
25 **Khouri & Singer**: Founding Partner, Isam C. Khouri - \$1,100; Partner, Maggie Realin - \$700.
26 **Mara Law Firm, PC**: Founder, David Mara - \$850; Partner, Jill Vecchi, - \$650. **D.LAW,**
27 **INC.**: Managing Attorney, Sahag Majarian II - \$1,235.

46. The current Laffey Matrix would actually provide for some rate increases: **Cohelan Khoury & Singer:** Founding Partner, Isam C. Khoury - \$1,141 (20+ years out of law school); Partner, Maggie Realin - \$1,019 (11-19 years out of law school); Certified Paralegal, Amber Worden - \$277; Certificated Paralegal, Matthew Atlas - \$277. **Mara Law Firm, PC:** Founder, David Mara - \$1,227 (20+ years out of law school); Partner, Jill Vecchi - \$1,019 (11-19 years out of law school. Attached as Exhibit 1 is a true and correct copy of the Laffey Matrix (accessed August 20, 2026, available at <http://www.laffeymatrix.com/see.html>).

47. 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.

48. Class Counsel requests the Court award Class Counsel the \$25,000 maximum amount of costs per the terms of the Settlement Agreement. To prosecute and bring this matter to final approval, Cohelan Khoury & Singer has incurred **\$20,033.74** in reasonable and necessary actual costs, as described below:

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
6/27/2024	SB-Court	Document	\$3.14
7/10/2024	LWDA	PAGA Fee Notice	\$75.00
7/25/2024	Express Network	Summons and Complaint	\$1,786.50
9/23/2024	San Joaquin Sup Court	Ex Parte Application	\$63.00
12/12/2024	Express Network	Stipulation and Prop. Order	\$279.00
12/17/2024	Express Network	Notice of Entry of Order	\$358.00
1/8/2025	Express Network	File/Courtesy Copy	\$249.00
1/10/2025	Express Network	File/Courtesy Copy	\$323.00
1/23/2025	Serratore Law	Mediation Fee 9/4/25	\$10,000.00
3/26/2025	Alameda Court	Document	\$1.00
3/26/2025	Alameda Court	Document	\$1.00
3/27/2025	Alameda Court	Document	\$4.00
4/1/2025	Alameda Court	Document	\$4.00
9/15/2025	Axiom Analytics LLC	Data Analysis & Report Prep.	\$3,042.00
10/21/2025	Express Network	Joint Notice	\$229.00
2/6/2026	Express Network	Stip; Amended Complaint; Order; Dec.	\$288.25
2/11/2026	Express Network	Notice of Entry of Order	\$240.00
2/12/2026	Express Network	Preliminary Approval	\$542.00

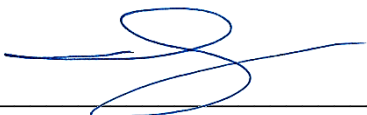
Declaration of Isam C. Khoury in Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement - Case No. STK-CV-UOE-2024-0008803

2/17/2022	Express Network	Notice of Motion; Dec	\$261.00
2/19/2026	Express Network	Notice of Entry of Order	\$240.00
3/11/2026	Express Network	Notice of Change of Address	\$182.00
3/20/2026	Express Network	Stipulation and Prop. Order	\$211.00
3/23/2026	Express Network	Stipulation and Prop. Order	\$265.00
3/26/2026	Express Network	Notice of Entry of Order	\$240.00
4/20/2026	Express Network	Notice of Entry of Order	\$235.75
<i>est</i>	<i>Express Network</i>	<i>Final Approval Motion</i>	<i>\$542.00</i>
<i>est</i>	<i>Express Network</i>	<i>Notice of Entry of Final Approval Order</i>	<i>\$200.00</i>
	In House	Postage	\$88.10
	In House	Photocopies (324@.25)	<u>\$81.00</u>
	Total		\$20,033.74

49. Plaintiff placed the interests of the Class above his own: He worked on behalf of the class for over two years, accepted the risk of a cost judgment and potential loss of employment opportunities; did not pursue individual claims, but chose to represent other employees, but unlike the others, was required to release all claims of any kind.

50. On the same date the final approval motion and its supporting documents are filed with the Court, they will be served upon Defendant and provided to the LWDA via the LWDA's website. Attached as **Exhibit 2** 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 August 24, 2026 in San Diego, California.



Isam C. Khoury

EXHIBIT 1

LAFFEY MATRIX

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[Case Law](#)
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Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			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)

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