

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)

slidman@lidmanlaw.com

Elizabeth Nguyen (SBN 238571)

enguyen@lidmanlaw.com

Milan Moore (SBN 308095)

mmoore@lidmanlaw.com

2155 Campus Drive, Suite 150

El Segundo, California 90245

Tel: (424) 322-4772

Fax: (424) 322-4775

Attorneys for Plaintiff

SADAMATSU VICENTE GONZALEZ,

Successor-In-Interest to Plaintiff Vicente Gonzalez

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)

phaines@haineslawgroup.com

2155 Campus Drive, Suite 180

El Segundo, California 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

Attorneys for Plaintiff

SADAMATSU VICENTE GONZALEZ,

Successor-In-Interest to Plaintiff Vicente Gonzalez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VICENTE GONZALEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

NORCO PLASTICS, INC., a California
corporation; BEYOND STAFFING
SOLUTIONS, INC., a California corporation;
MOONSTONE PEO, INC., a Texas
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CIVSB2026519

*[Assigned for all purposes to the Hon. Jessica
Morgan, Dept. S-26]*

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: November 15, 2023

Time: 9:00 a.m.

Dept.: S-26

Action Filed: August 7, 2020

Trial Date: None

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Sadamatsu Vincente Gonzalez (“Plaintiff”), the surviving father and legal successor-in-
4 interest to deceased Plaintiff Vicente Gonzalez, and the proposed Settlement Class in the above-captioned
5 matter. I am a member in good standing of the bar of the State of California and am admitted to practice
6 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
7 competently to them if called upon to do so.

8 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
9 *cum laude*. During law school, I worked as a summer associate for the international employment law firm
10 of Littler Mendelson, P.C., located in Los Angeles, California.

11 3. Since graduating from law school, my practice has focused exclusively on employment
12 litigation. In September 1998, I began working as an associate attorney at the international law firm of
13 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm in
14 the world exclusively devoted to representing management in employment, employee benefits and labor
15 law matters.

16 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
17 was at the time one of the largest international firms in the world. During my employment at Jones Day,
18 I worked exclusively in the labor and employment department. In or around 2003, I went to work at the
19 law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I
20 returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017,
21 I practiced exclusively labor and employment law, with a strong emphasis and most of my time working
22 on wage and hour class actions venued in both state and federal courts. During that time and my legal
23 career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.

24 5. During my employment at Littler Mendelson, I played a significant role in the class actions
25 that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular,
26 I received a wide-array of wage and hour class action experience performing the following types of tasks:
27 drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court;
28 drafting and responding to written discovery; drafting and opposing discovery related motions; arguing
discovery related motions; drafting motions to consolidate related matters; interviewing putative class

1 members and obtaining declarations in connection with class certification; drafting oppositions to motions
2 for class certification; drafting motions for decertification following class certification; conducting
3 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing
4 at class certification and potential damages resulting from such claims; drafting mediation briefs; serving
5 as the primary contact to in-house counsel; deposing named plaintiffs and putative class members;
6 deposing retained expert witnesses; and defending the depositions of corporate witnesses. I also was
7 involved in the negotiations and settlements of many large wage and hour class actions. In short, I played
8 an integral role in all aspects of litigation from the inception of a matter through and beyond class
9 certification. I also supervised the work of several junior attorneys who were staffed on the same wage
10 and hour class actions.

11 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
12 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 13 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
14 States District Court, Central District of California, Honorable Gary Klausner,
15 presiding¹.
- 16 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior
17 Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 18 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
19 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 20 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior
21 Court, County of Alameda, Honorable Winifred Smith, presiding.
- 22 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
23 United States District Court, Central District of California, Honorable Percy
24 Anderson, presiding.
- 25 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
26 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²

27
28 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal and the California Supreme Court.

- 1 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
2 States District Court, Central District of California, Honorable Percy Anderson,
3 presiding.
- 4 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
5 States District Court, Central District of California, Honorable Percy Anderson,
6 presiding.
- 7 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
8 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 9 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
10 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 11 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC,
12 United States District Court, Southern District of California.⁴
- 13 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of
14 Solano, Honorable Paul Berman, presiding.
- 15 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
16 Superior Court, County of Orange, Honorable William Claster, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
20 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 21 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
22 States District Court, Central District of California, Honorable Margaret Morrow,
23 presiding.
- 24 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
25 States District Court, Central District of California, Honorable Margaret Morrow,
26 presiding.

27
28

³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
2 States District Court, Southern District of California, Honorable John A. Houston,
3 presiding.
- 4 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
5 District Court, Central District of California, Honorable Margaret Morrow,
6 presiding.
- 7 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
8 District Court, Central District of California, Honorable Margaret Morrow,
9 presiding.
- 10 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
11 States District Court, Northern District of California.
- 12 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
13 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
14 presiding.
- 15 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
16 Court, County of Santa Clara.
- 17 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
18 County of Los Angeles, Honorable Terry Green, presiding.
- 19 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
20 Court, County of San Francisco.
- 21 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
22 Court, Northern District of California, Honorable Richard Seeborg, presiding.

23 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
24 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage
25 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of
26 Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
27 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five
28 (65) wage and hour class actions filed in State courts throughout California, with several of them having
 been removed to Federal courts. I believe that my professional experience renders me more than qualified

1 to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal
2 and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and
3 hour cases throughout my career involving similar claims, including the wage and hour class actions
4 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result,
5 I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and
6 defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition
7 to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay
8 involved in wage and hour class action litigation.

9 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
10 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
11 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
12 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
13 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster
14 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
15 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
16 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
17 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
18 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
19 *v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
20 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
21 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
22 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
23 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
24 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley
25 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
26 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
27 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
28 presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court,
County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*

1 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
2 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
3 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
4 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
5 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
6 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
7 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
8 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
9 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
10 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
11 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
12 Honorable Judge Philip S. Gutierrez presiding.

13 9. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately
14 involved in every aspect of this case from its inception through the present, and I believe that the proposed
15 Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

16 10. On August 7, 2020, Plaintiff Vicente Gonzalez, now deceased, (“deceased Plaintiff
17 Gonzalez”) filed a class action Complaint against Defendant in Los Angeles County Superior Court, in
18 the matter entitled *Vicente Gonzalez v. Norco Plastics, Inc., a California corporation; Beyond Staffing*
19 *Solutions, Inc., a California corporation; Moonstone PEO, Inc., a Texas corporation; and Does 1*
20 *through 100, inclusive*, Case No. 20STCV30269 alleging class action claims against Defendant and
21 defendants Beyond Staffing Solutions, Inc. (“Beyond”) and Moonstone PEO, Inc. (“Moonstone”). On
22 December 3, 2020, pursuant to a stipulation between the Parties, the Los Angeles County Superior Court
23 transferred the Action to San Bernardino County Superior Court, bearing Case No. CIVSB2026519.
24 After having exhausted his administrative remedies with the California Labor & Workforce
25 Development Agency (“LWDA”) by way of a letter submitted to the LWDA on September 28, 2020, on
26 December 28, 2020, deceased Plaintiff Gonzalez filed a First Amended Complaint (“FAC”) against
27 Defendant, Beyond and Moonstone, which added a PAGA claim.

28 On April 30, 2021, pursuant to a request by deceased Plaintiff Gonzalez and after proper service
of the FAC on Moonstone, the San Bernardino County Superior Court entered a default against

1 Moonstone.

2 On June 11, 2021, pursuant to a request by deceased Plaintiff Gonzalez and after proper service of
3 the FAC on Beyond, the San Bernardino County Superior Court entered a default against Beyond.

4 On July 21, 2021, Norco filed an Answer to deceased Plaintiff Gonzalez's FAC, and also filed a
5 Cross-Complaint in the Action against Beyond and Moonstone. Norco's Cross-Complaint asserts claims
6 against Beyond and Moonstone for: (i) express indemnity against Beyond; (ii) breach of contract against
7 Beyond; (iii) breach of duty to defend against Beyond; (iv) implied indemnity against Beyond and
8 Moonstone; and (v) contribution against Beyond and Moonstone; (vi) declaratory relief against Beyond
9 and Moonstone. Defendant contends in its cross-complaint that to the extent there is any liability (which
10 Defendant denies), it is the responsibility in whole or in part of cross-defendants Beyond and Moonstone.
11 Moreover, the time for Beyond and Moonstone to respond to the cross-complaint has lapsed and defaults
12 have been requested by Defendant against these cross-defendants to the cross-complaint.

13 On February 3, 2022, deceased Plaintiff Gonzalez submitted a supplemental letter to the LWDA
14 asserting a claim against Defendant based on the failure to provide meal periods.

15 Subsequently, after the Parties reached the instant settlement and executed the relevant and
16 operative settlement agreement prior to preliminary approval, on, January 26, 2023, deceased Plaintiff
17 Gonzalez passed away. Therefore, on April 26, 2023, pursuant to the Parties' joint request, the Court
18 ordered that the surviving father and legal successor-in-interest to deceased Plaintiff Gonzalez, Sadamatsu
19 Vicente Gonzalez, be permitted to substitute in as the named plaintiff and proposed class representative
20 in the present action so that the action may proceed accordingly.

21 Therefore, Plaintiff has stepped into the shoes of deceased Plaintiff Gonzalez and the primary
22 claims/allegations are that Norco: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime
23 wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit all
24 legally required rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to timely
25 pay all wages upon separation of employment; (7) engaged in unlawful business practices; and (8) is
26 liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

27 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories
28 of liability are related to Defendant's alleged failure to pay for all time worked and meal and rest period
issues. Deceased Plaintiff Gonzalez alleged that he and Settlement Class members were not fully
compensated for all minimum wages and overtime wages for their time worked. Specifically, as a result

1 of having 3 shifts, deceased Plaintiff Gonzalez alleged that Norco required him and other non-exempt
2 employees to report to work approximately five (5) minutes prior to the start of their scheduled shifts and
3 to continue working after the end of their scheduled shifts. *Id.* Based on his review of the records
4 produced in connection with mediation, deceased Plaintiff Gonzalez alleged that a majority of the start
5 and stop time for each employee appear to be the exact time of their scheduled start and stop time.

6 12. Norco contends that Settlement Class members were employed by staffing agencies and it
7 cannot be held liable as a joint employer. Further, Norco contends that Settlement Class Members were
8 compensated for all of their time worked. Further, Norco contends that any unpaid time was *de minimis*
9 and therefore non-compensable. Norco further asserts that Plaintiff would be unable to certify any off-
10 the-clock class given the individualized inquiries that would be required.

11 13. Deceased Plaintiff Gonzalez alleged that he and Settlement Class members were not
12 provided all legally required meal periods due to Norco's meal period policies and practices. Specifically,
13 as a result of the work demands imposed by Defendant and the need to wait in line to clock in and out,
14 deceased Plaintiff Gonzalez alleged that he was often provided with a meal period less than thirty minutes
15 in violation of California law.

16 14. Norco again contends that that Settlement Class members were employed by staffing
17 agencies and it cannot be held liable as a joint employer. It also counters that deceased Plaintiff Gonzalez's
18 exposure analysis on this claim is overreaching because it has always provided non-exempt employees
19 with an opportunity to take legally compliant meal periods and deceased Plaintiff Gonzalez did not allege
20 a meal period claim in his operative complaint at the time of mediation. Norco also contends that any non-
21 compliant meal periods reflected in employee timekeeping records during the time period for which
22 employees recorded meal periods were solely the result of employee choice, rather than any policy or
23 practice of Norco. Norco points out that it is only required to "provide" the opportunity to take meal
24 periods, not "ensure" meal periods are taken, and that they have always done so. Finally, Norco contends
25 Plaintiff's meal period claim is not suited for class certification, since individual inquiries would be
26 required to assess which employees took non-compliant meal periods, how many meal periods were non-
27 compliant or missed, and the reasons why a particular employee took a non-compliant meal period or
28 missed a meal period during a particular shift.

15. Deceased Plaintiff Gonzalez alleged that he and Settlement Class members were also not

1 authorized and permitted to take all required rest periods due to Norco's rest period policies and practices
2 that fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
3 Specifically, deceased Plaintiff Gonzalez alleged that Norco's rest period practice prohibited employees
4 from leaving the work premises during rest periods. By prohibiting its non-exempt employees from
5 leaving the work premises during rest periods, deceased Plaintiff Gonzalez alleged Norco fails to relinquish
6 control in violation of California law and resulted in at least one rest period violation on every shift in
7 excess of 3.5 hours.

8 16. Norco contends that that Settlement Class members were employed by staffing agencies
9 and it cannot be held liable as a joint employer. It also contends it has always maintained and enforced
10 lawful rest period policies and practices, and that Settlement Class Members were authorized and permitted
11 to take all off-duty rest periods in compliance with California law. Further, Norco argues that Plaintiff's
12 rest period claim is inherently unsuited for class treatment as it requires an individualized inquiry into
13 whether each Settlement Class Member was in fact authorized and permitted to take a compliant rest
14 period, which would devolve into an unmanageable series of mini-trials.

15 17. Deceased Plaintiff Gonzalez further alleged that Norco issued inaccurate wage statements
16 in violation of Labor Code § 226 because the wage statements failed to include the address of the legal
17 entity that this is the employer and also failed to include any of the deductions or net pay received. Further,
18 deceased Plaintiff Gonzalez alleged that the wages statements were non-compliant as a result of the alleged
19 unpaid minimum wages, overtime wages, and meal and rest period premium wages described above.
20 Plaintiff's data analysis reflected that there were approximately 2,879 wage statements issued during the
21 relevant time period.

22 18. Norco contends that that Settlement Class members were employed by staffing agencies
23 and it cannot be held liable for wage statements that it did not issue. Norco further argues that its alleged
24 wage statement violations could not be shown to be "knowing and intentional," and that Plaintiff could not
25 show that deceased Plaintiff Gonzalez nor any other employee "suffer[ed] injury" as a result of the alleged
26 wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties.

27 19. Deceased Plaintiff Gonzalez alleged that Norco is also liable for waiting time penalties
28 under Labor Code section 203 as a result of its failure to timely pay all wages upon separation. Based on
the data provided by Norco, there were approximately 200 Settlement Class members who have separated

1 their employment with Norco during the relevant time period who could be entitled to waiting time
2 penalties.

3 20. Norco asserts it has strong defenses to the waiting time claim because there exist good-faith
4 disputes as to deceased Plaintiff Gonzalez's underlying claims, precluding imposition of penalties.

5 21. Deceased Plaintiff Gonzalez also sought civil penalties under the PAGA as a result of the
6 foregoing alleged Labor Code violations.

7 22. Norco argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying
8 claim will fail. Norco also maintains that, given its good faith defenses, this Court would exercise its
9 discretion to substantially reduce any PAGA penalties if it were to find Norco liable for Plaintiff's claim,
10 especially given the fact that Norco changed its wage statements and also in consideration that there was
11 no injury since only simple math was required to remedy the missing information.

12 23. These considerations, not only bore heavily on the negotiations leading to the Settlement,
13 but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of
14 further litigation. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted the claims at
15 issue and conducted a detailed liability analysis of class-wide data to calculate the damages figures. Thus,
16 while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and
17 reasonable in view of them.

18 24. After agreeing to participate in early mediation, Norco informally produced time records
19 and payroll data for a sampling of the putative class, as well as its wage and hour policies and other relevant
20 documents and information relevant to the claims alleged in advance of mediation. After the detailed
21 review of the payroll and time records and other documents and policies produced by Norco, Class Counsel
22 drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's
23 case. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Norco's
24 defenses thereto, if a settlement could not be reached.

25 25. On February 1, 2022, a mediation was held with Steven G. Mehta, a well-respected wage
26 and hour class action mediator. During mediation, the parties vigorously debated their opposing legal
27 positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and
28 defenses. Ultimately, the parties agreed in principle on a class-wide resolution. As part of the Settlement,
the Parties agreed that, subject to Court approval, Plaintiff would file a Second Amended Complaint which

1 adds a claim for failure to provide all legally required meal periods. In the weeks that followed, the parties
2 finalized the terms of settlement and executed the Joint Stipulation of Class Action and PAGA Settlement
3 (“Settlement”). Moreover, after executing the Settlement and advising the Court of the potential notice
4 issues (detailed below), Norco and deceased Plaintiff Gonzalez executed an Amended Settlement prior to
5 the death of deceased Plaintiff Gonzalez.

6 26. Plaintiff submitted the Amended Stipulation of Class Action and PAGA Settlement to the
7 Court with his Motion for Preliminary Approval on May 9, 2023. On June 22, 2023, the Court signed an
8 Order Granting Preliminary Approval of the Settlement. Attached hereto as **Exhibit A** is a true and
9 correct copy of the Order Granting Preliminary Approval.

10 27. The Settlement Class encompasses: All current and former non-exempt, hourly employees
11 who worked for Defendant Norco Plastics, Inc. (including any and all individuals who: (i) worked for
12 Defendant Norco Plastics, Inc. directly, or (ii) worked for and/or provided services for Defendant Norco
13 Plastics, Inc. through a staffing agency) in California at any time from August 7, 2016 through August 6,
14 2022.

15 28. After disbursement, Settlement Class Members will have 180 days to cash their checks.
16 Any funds payable to Settlement Class members whose checks were not cashed within 180 days after
17 mailing will be distributed, subject to the Court’s approval, and consistent with Code of Civil Procedure
18 Section 384 to Inland Counties Legal Services located at 455 N. D Street San Bernardino, CA 92401, as
19 the designated *cy pres*.

20 29. Moreover, in my experience in wage and hour class action matters similar to this one, fee
21 awards generally average around one-third of the gross recovery.

22 30. My law firm’s and co-counsel’s work on this case includes, but is not limited to:
23 conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research, reviewing
24 Pacific Drayage’s documents and policies, preparing for and attending mediation, negotiating and
25 revising the long-form Settlement, preparing this Motion, and otherwise litigating the case. Also,
26 Plaintiff has provided written approval of the split of attorneys’ fees in this action.

27 31. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over
28 one year without receiving any compensation to date. To date, my law firm and co-counsel’s firm, Haines
Law Group, APC have incurred \$16,261.20 in actual costs and have devoted substantial time to this

1 litigation and expect to incur approximately \$450.00 in future costs for filing the instant motion, filing
2 the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or
3 court costs for future court appearances for a total of a total of \$16,711.20 Attached hereto as **Exhibit B**
4 is an Expense Summary reflecting these costs, which include but are not limited to: filing fees, messenger
5 fees, service fees, copying costs (at \$.06 per page), mediation fees, and postage.

6 32. My experience in matters similar to this one was integral in evaluating the strengths and
7 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
8 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
9 federal law, as well as the procedural law of class action litigation. This case involved legal issues
10 including the propriety of statutory penalties.

11 33. Given the considerable potential for adverse outcomes in this case, including, but not
12 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
13 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other
14 practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated
15 for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not
16 responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if
17 Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in
18 this matter, my firm and co-counsel firm will have litigated this case for well over two years with no
19 payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed
20 above, Class Counsel has advanced a total of \$16,261.20 (and anticipate incurring an additional \$450.00
21 in actual costs in connection with filing the motion for final approval and filing the final distribution
22 declaration(s) and related tasks) for a total of \$16,711.20 in litigation costs on a contingency basis, which
23 also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail
24 in this lawsuit.

25 34. In this case, Class Counsel have a lodestar of **\$156,532.50** which results is a 1.12
26 multiplier compared to the \$140,000 fee request. The following is a general summary showing the
27 number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm
28 on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$750	96.1	\$72,075
Elizabeth Nguyen (17th Year Attorney)	\$650	43.3	\$28,145
Paul K. Haines (16th Year Attorney)	\$675	22.4	\$15,120
Milan Moore (7th Year Attorney)	\$450	82.4	\$37,080
Paralegals	\$175	23.5	\$4,112.50
Total Lodestar			\$156,532.50

35. My proposed hourly rate of \$750, Ms. Nguyen's proposed hourly rate of \$650, Mr. Haines' proposed hourly rate of \$675, and Ms. Moore's proposed hourly rate of \$450 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 25th year attorney is \$997, the hourly rate for a 16th and 17th year attorney is \$829, and the hourly rate for a 7th year attorney is \$508.

36. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award

of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement)

37. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct., Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

38. Plaintiff has provided written approval of the split of attorneys' fees in this action. Further, being a private law practice my firm can only properly litigate a limited number of cases at one time. The professional demands of this case were significant, including a significant number of hours of attorney and paralegal time. This litigation precluded my firm from other employment due to the time and financial commitments required by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

39. Here, analyzing those factors weigh in favor of approving Plaintiff's requested service award of \$5,000.00 because request is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of Settlement Class Members. the requested service award is intended to recognize the time and effort that deceased Plaintiff Gonzalez expended on behalf of the Settlement Class prior to his death, including providing substantial factual information and documents to Class Counsel, attending multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation. Specifically, Plaintiff is the legal successor-in-interest to deceased Plaintiff Gonzalez, substituted into this action as the named plaintiff (with the Court's permission), understands that as the named plaintiff and proposed class representative going forward, he is stepping into the shoes of his son in order to seek approval of a settlement that benefits the current and former employees of Norco. Moreover, prior to his passing, deceased Plaintiff Gonzalez agreed to a general release of all claims and waiver of Civil Code § 1542. The class has benefited from Plaintiff's actions as the average settlement amount is \$804.38.

1 40. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
2 Workforce Development Agency (“LWDA”) via its website on May 8, 2023 the same day that he filed
3 the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached hereto
4 as **Exhibit D**. On June 22, 2023 Plaintiff submitted a copy of the Order granting preliminary approval
5 on the LWDA via its website. A true and correct copy of the proof of service is attached hereto as **Exhibit**
6 **E**.

7 41. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for Final
8 Approval and all supporting documents via the LWDA’s website on the same date that it is filing this
9 motion and will file a supplemental proof of service after the Motion for Final Approval and all supporting
10 documents are submitted to the LWDA.

11 42. As of the date of the filing of this Declaration, I am not aware of any other pending class,
12 representative or other collective action that would be affected by the approval of this settlement.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct.

15 Executed on October 23, 2023, at El Segundo, California.

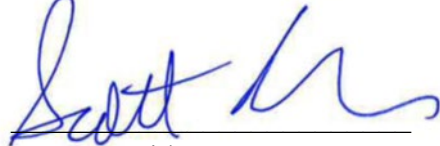
16
17 
18 Scott M. Lidman

EXHIBIT A

EXHIBIT A

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
SADAMATSU VICENTE GONZALEZ,
Successor-In-Interest to Plaintiff Vicente Gonzalez

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
SADAMATSU VICENTE GONZALEZ,
Successor-In-Interest to Plaintiff Vicente Gonzalez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VICENTE GONZALEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

NORCO PLASTICS, INC., a California
corporation; BEYOND STAFFING
SOLUTIONS, INC., a California corporation;
MOONSTONE PEO, INC., a Texas
corporation; and DOES 1 through 100,
inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 22 2023

BY 
JESSICA MORALES, DEPUTY

FILED

Case No. CIVSB2026519

*[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 22, 2023
Time: 10:00 a.m.
Dept.: S-26

Action Filed: August 7, 2020
Trial Date: None

1 The Motion of Plaintiff Sadamatsu Vicente Gonzalez ("Plaintiff), the surviving father and legal
2 successor-in-interest to deceased Plaintiff Vicente Gonzalez ("Deceased Plaintiff Gonzalez") for
3 Preliminary Approval of Class Action Settlement will come on regularly for hearing before this Court
4 on June 22, 2023 at 10:00 a.m. The Court, having considered the proposed Amended Joint Stipulation
5 of Class Action and PAGA Settlement (the "Settlement"), attached as Exhibit 1 to the Declaration of
6 Scott M. Lidman filed concurrently with the Motion; having considered Plaintiff's Motion for
7 Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities in support
8 thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS
9 THE FOLLOWING:

10 1. The Court GRANTS preliminary approval of the class action settlement as set forth in
11 the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately
12 could be granted approval by the Court at a Final Fairness Hearing. For purposes of the Settlement,
13 the Court finds that the proposed Settlement Class is ascertainable and that there are a sufficiently well-
14 defined community of interest among the members of the Settlement Class in questions of law and fact.
15 Therefore, for settlement purposes only, the Court grants conditional certification of the following
16 Settlement Class:

17 All current and former non-exempt, hourly employees who worked for
18 Defendant Norco Plastics, Inc. (including any and all individuals who: (i)
19 worked for Defendant Norco Plastics, Inc. directly, or (ii) worked for and/or
20 provided services for Defendant Norco Plastics, Inc. through a staffing
21 agency) in California at any time from August 7, 2016 through date of
22 preliminary approval of the Settlement.

23 2. For purposes of the Settlement, the Court designates named Plaintiff Sadamatsu Vicente
24 Gonzalez as Class Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman
25 Law, APC and Paul Haines of Haines Law Group, APC as Class Counsel.

26 3. The Court designates Simpluris, Inc. as the third-party Settlement Administrator for
27 mailing notices.

28 4. The Court grants leave for Plaintiff to file the Second Amended Class and Representative
Action Complaint.

5. The Court approves, as to form and content, the Notice Packet (which is comprised of the

1 Notice of Pendency of Class Action and Settlement and Notice of Settlement Award) and is attached to
2 the Settlement as Exhibit D.

3 6. The Court finds that the form of notice to the Settlement Class regarding the pendency of
4 the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,
5 constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient
6 notice to all members of the Settlement Class. The form and method of giving notice complies fully
7 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
8 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
9 other applicable law.

10 7. The Court further approves the procedures for Settlement Class Members to opt out of or
11 object to the Settlement, as set forth in the Notice Packet.

12 8. The procedures and requirements for filing objections in connection with the Final
13 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
14 presentation of any Settlement Class Member's objection to the Settlement, in accordance with the due
15 process rights of all Settlement Class Members.

16 9. The Court directs the Settlement Administrator to mail the Notice Packet to the members
17 of the Settlement Class in accordance with the terms of the Settlement.

18 10. The Class Notice shall provide at least 60 calendar days' notice for members of the
19 Settlement Class to opt out of, or object to, the Settlement.

20 11. The Court also directs the Parties to have the Advertisement for Chino Champion
21 Newspaper re: Notice of Pendency of Class Action and Proposed Settlement attached hereto as **Exhibit**
22 **A** be run in for eight (8) weekly cycles (once a week for 2 months) in the Chino Champion. A copy of
23 the advertisement must be posted by Defendant at Defendant's facility located at 14325 Monte Vista
24 Ave, Chino, CA 91710.

25 12. The Final Fairness Hearing on the question of whether the Settlement should be finally
26 approved as fair, reasonable, and adequate is scheduled in Department S-26 of this Court, located at 247
27 West Third Street, San Bernardino, California 92415 on 11/15, 2023 at 9:00 a.m. /
28 p.m.

13. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

14. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	30 calendar days after issuance of the preliminary approval order
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Information from Defendant
Advertisement to run 8 weeks in Chino Champion and posted at Defendant's facility	Same week Notice Packets are mailed
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	<i>Per CCP</i>
Final Fairness Hearing:	<i>11/15</i> , 2023 at <i>9:00</i> a.m./ p.m.

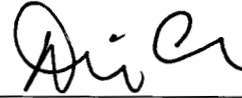
16. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

//

1 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
2 connection with the administration of the Settlement which are not materially inconsistent with either
3 this Order or the terms of the Settlement.

4 **IT IS SO ORDERED.**

5 Dated: 6/27, 2023



Honorable David S. Cohn
Judge of the Superior Court

EXHIBIT A

EXHIBIT A

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
SADAMATSU VICENTE GONZALEZ,
Successor-In-Interest for deceased Plaintiff

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
VICENTE GONZALEZ,
Successor-In-Interest to Plaintiff Vicente Gonzalez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VICENTE GONZALEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

NORCO PLASTICS, INC., a California
corporation; BEYOND STAFFING
SOLUTIONS, INC., a California corporation;
MOONSTONE PEO, INC., a Texas corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2026519

*[Assigned for all purposes to the Hon. David S.
Cohn, Dept. S-26]*

**[PROPOSED] ADVERTISEMENT FOR
CHINO CHAMPION NEWSPAPER RE:
NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

Date: July 24, 2023
Time: 10:00 a.m.
Dept.: S-26

Action Filed: August 7, 2020
Trial Date: None

1 To all current and former non-exempt, hourly employees who worked for Defendant Norco
2 Plastics, Inc. (including any and all individuals who: (i) worked for Defendant Norco Plastics, Inc.
3 directly or (ii) worked for and/or provided services for Defendant Norco Plastics, Inc. through a staffing
4 agency) in California at any time from **August 7, 2016 through date of preliminary approval of the**
5 **Settlement. THIS IS AN IMPORTANT LEGAL NOTICE.** You may be entitled to money from a
6 class action settlement. A settlement has been reached for wages and penalties owed to you and to other
7 class members.

8 If you did not receive written notice by mail, please call the Settlement Administrator, **Simpluris**
9 **at (888) 369-3780** for more information and/or to have a notice mailed to you with details on your right
10 to receive payment from this settlement. Additional information about this settlement is available at
11 www.simpluris.com/case-search/.

12 Please call Simpluris about the "Norco Plastics Settlement" by no later than **<<INSERT**
13 **RESPONSE DEADLINE>>.**

EXHIBIT B

EXHIBIT B

Expense Summary
Vicente Gonzalez v. Norco Plastics, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$8,000
Filing, Service and Messenger Fees	\$5,911.30
Copying Costs (at 06. Cents/page)	\$60.66
Postage Costs	\$101.24
CourtCall	\$332.00
Chino Newspaper Ad for 8 cycles	\$1,856.00
Anticipated Costs for filing the Final Approval motion, service fees, copying and postage	\$450.00
TOTAL:	\$16,711.20

EXHIBIT C

EXHIBIT C

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 +
6/01/22- 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)

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

EXHIBIT D

COPY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 09 2023

BY: 
Sergio Villanueva, Deputy

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff VICENTE GONZALEZ

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
VICENTE GONZALEZ

Attorneys for Plaintiff VICENTE GONZALEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

VICENTE GONZALEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

NORCO PLASTICS, INC., a California
corporation; BEYOND STAFFING
SOLUTIONS, INC., a California corporation;
MOONSTONE PEO, INC., a Texas
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2026519

*[Assigned for All Purposes to Hon. David Cohn,
Dept. S-26]*

**PROOF OF SERVICE ON LWDA RE:
AMENDED STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 22, 2023
Time: 10:00 a.m.
Department: S-26

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On May 8, 2023, I served the foregoing document(s) described as:

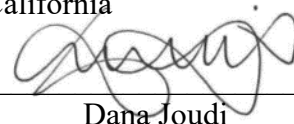
- 1. Amended Stipulation of Class Action and PAGA Settlement**
- 2. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof**
- 3. Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement**
- 4. Declaration of Elizabeth Nguyen in Support of Motion for Preliminary Approval of Class Action Settlement**
- 5. Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
- 6. Declaration of Paul K. Haines in Support of Motion for Preliminary Approval of Class Action Settlement**
- 7. Declaration of Plaintiff Vicente Gonzalez in Support of Motion for Approval of Class Action Settlement**
- 8. Declaration of Eric Springer of Simpluris, Inc. in Support of Motion for Preliminary Approval of Class Action Settlement**
- 9. [Proposed] Order Granting Preliminary Approval of Class Action Settlement**

on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

(BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. 807961-20.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 8, 2023, at El Segundo, California



Dana Joudi

EXHIBIT E

EXHIBIT E

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)

slidman@lidmanlaw.com

Elizabeth Nguyen (SBN 238571)

enguyen@lidmanlaw.com

Milan Moore (SBN 308095)

mmoore@lidmanlaw.com

2155 Campus Drive, Suite 150

El Segundo, California 90245

Tel: (424) 322-4772

Fax: (424) 322-4775

Attorneys for Plaintiff

SADAMATSU VICENTE GONZALEZ,

Successor-In-Interest to Plaintiff Vicente Gonzalez

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)

phaines@haineslawgroup.com

2155 Campus Drive, Suite 180

El Segundo, California 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

Attorneys for Plaintiff

SADAMATSU VICENTE GONZALEZ,

Successor-In-Interest to Plaintiff Vicente Gonzalez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

VICENTE GONZALEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

NORCO PLASTICS, INC., a California
corporation; BEYOND STAFFING
SOLUTIONS, INC., a California corporation;
MOONSTONE PEO, INC., a Texas
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2026519

*[Assigned for All Purposes to Hon. David Cohn,
Dept. S-26]*

**PROOF OF SERVICE ON LWDA RE:
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El
7 Segundo, California 90245.

8 On June 22, 2023, I served the foregoing document(s) described as:

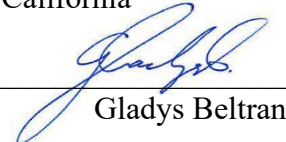
9 **1. Order Granting Preliminary Approval of Class Action Settlement**

10 on the interested party(ies) in this action as follows:

11 Labor and Workforce Development Agency
12 1515 Clay Street, Ste. 801
13 Oakland, CA 94612
14 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

15 (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s)
16 described above to be electronically transmitted to the Labor and Workforce Development
17 Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No.
18 807961-20.

19 I declare under penalty of perjury under the laws of the State of California that the above
20 is true and correct. Executed on June 22, 2023 at El Segundo, California

21 
22 Gladys Beltran
23
24
25
26
27
28