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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

OSCAR GERARDO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

STRATASYS DIRECT, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 20STCV44366

*[Assigned for all purposes to the Honorable
William F. Highberger, Dept. SSC-10]*

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

Date: August 10, 2022
Time: 11:00 a.m.
Dept.: SSC-10

Action Filed: November 17, 2020
Trial Date: None Set

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 Oscar Gerardo (“Plaintiff”) and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

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

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

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

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

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

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

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

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

- 1 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
14 KSC, United States District Court, Southern District of California.⁴
- 15 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
16 of Solano, Honorable Paul Berman, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
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26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal
27 and the California Supreme Court.

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

1 ► *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
2 Court, Northern District of California, Honorable Richard Seeborg, presiding.

3 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
4 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily
5 wage and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder
6 of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
7 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-
8 five (65) wage and hour class actions filed in State courts throughout California, with several of them
9 having been removed to Federal courts. I believe that my professional experience renders me more than
10 qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum
11 wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens
12 of wage and hour cases throughout my career involving similar claims, including the wage and hour
13 class actions identified above, I have litigated similar claims from both plaintiff and defense
14 perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments
15 that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and
16 arguments in support and in opposition to class certification. Consequently, I am able to appreciate the
17 significant risks, uncertainties, and delay involved in wage and hour class action litigation.

18 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
19 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
20 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
21 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
22 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
23 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
24 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
25 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
26 Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case
27 No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.

Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes 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 Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

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

10. Defendant Stratasys Direct, Inc. (hereinafter “Stratasys” or “Defendant”) provides 3D printing, plastic molding and other manufacturing services. On November 17, 2020, Plaintiff filed a putative class action complaint against Stratasys in Los Angeles County Superior Court. On November 17, 2020, Plaintiff submitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Stratasys of his intention of filing a PAGA claim based on the labor code violations as alleged in his complaint. Therefore, on September 29, 2021, after exhausting his administrative remedies, Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of action for civil penalties under the PAGA. After the Parties agreed to attend a private mediation, they exchanged information and data, and also agreed to expand the scope of the mediation. Specifically, the Parties agreed that they would exchange data and mediation additional claims for: (1) failure to authorize and permit all legally required rest periods and (2) failure to timely pay all wages upon termination. On February 2, 2022, Plaintiff submitted a supplemental letter to the LWDA and Stratasys of his intention of filing a PAGA claim based on the foregoing additional labor code violations. As part of the Settlement, the Parties stipulated to the filing of a Second Amended Complaint (“SAC”) to include causes of action for: (i) failure to authorize and permit rest periods and (ii) failure to pay all wages upon termination. The Court approved it on February 16, 2022. After exhausting his administrative remedies, Plaintiff filed the SAC on April 11, 2022. Plaintiff’s primary allegations are that Stratasys: (1) failed to pay all overtime wages owed; (2) failed to pay all minimum wages owed; (3) failed to provide all legally required meal periods; (4) failed to provide accurate, itemized wage statements; (5) engaged in unlawful business practices; (6) liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”); (7) failed to authorize and permit all legally required rest periods; and (8) failed to timely pay all wages upon termination.

11. After agreeing to participate in private mediation, Stratasys informally produced a 15% sampling of timekeeping and payroll data for the putative class members, as well as its wage and hour policies and other relevant documents and information relevant to the claims alleged. Stratasys also provided necessary metrics, including without limitation, class size, number of workweeks and pay periods. After the detailed review of the payroll and time records for the putative class and other

documents and policies produced by Stratasys, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. *Id.* This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Stratasys' defenses thereto, if a settlement could not be reached.

12. On October 27, 2021, after extensive research and analysis, a full-day mediation was held with Steven G. Mehta, a well-respected wage and hour class action mediator. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. Ultimately, the parties agreed in principle on a class-wide resolution. As part of the Settlement, the Parties agreed that Plaintiff would file a Second Amended Complaint which adds claims for: (i) failure to authorize and permit all legally required rest periods and (ii) failure to pay all wages upon termination. In the weeks that followed, the parties finalized the terms of settlement and executed the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement").

13. Plaintiff submitted the Settlement to the Court with his Motion for Preliminary Approval on February 17, 2022. On April 14, 2022, the Court granted preliminary approval of the class action settlement. Attached hereto as **Exhibit A** is a true and correct copy of the April 14, 2022 Order Granting Preliminary Approval.

14. According to Stratasys, there are 338 total Settlement Class members defined as: "All current and former non-exempt employees who worked for Defendant Stratasys Direct, Inc. in California at any time from November 17, 2016 through April 14, 2022."

15. The proposed PAGA Employees is defined as "current and former non-exempt employees who worked for Defendant Stratasys Direct, Inc. in California at any time from November 17, 2019 through April 14, 2022." For purposes of this Settlement Agreement, the "PAGA Period" shall mean the time period of November 17, 2019 through April 14, 2022."

16. Settlement Class members' claims arise from Stratasys' common, uniform policies and practices that applied to Settlement Class members during the class period. Specifically, Plaintiff alleged that Stratasys' common and uniform policies and practices resulted in the following violations:

1 (1) failure to pay all overtime wages owed; (2) failure to pay all minimum wages owed; (3) failure to
2 provide all legally required meal periods; (4) failure to authorize and permit all legally required rest
3 periods; (5) failure to provide accurate, itemized wage statements; (6) failure to pay all final wages
4 upon separation of employment; (7) engagement in unlawful business practices; and (8) liability for
5 civil penalties under the PAGA.

6 17. As explained in detail in the Motion for Preliminary Approval, Plaintiff alleges that he
7 and Settlement Class members were not fully compensated for all of their time worked. Specifically,
8 Plaintiff alleges Stratasys would keep track of his hours and the hours of the other non-exempt
9 employees, and would unlawfully shave their work time and/or round their work time such that they
10 would not be fully paid for all time worked. Plaintiff also alleges that this time shaving and/or rounding
11 practice utilized by Stratasys was not-even handed over time and would almost exclusively round and
12 shave in Stratasys' favor such that the employees were routinely underpaid for their time worked.

13 18. Stratasys contends that it compensated Settlement Class members for all of their time
14 worked. Stratasys also contends that its rounding practices were lawful, and any unpaid time was *de*
15 *minimis* and therefore non-compensable. Stratasys further asserts that Plaintiff would be unable to
16 certify a rounding class given the individualized inquiries that would be required, and also that
17 Stratasys' rounding policy/mechanism was, according to it, neutral on its face and in its application.

18 19. Plaintiff alleges that he and Settlement Class members were not provided with all
19 legally-compliant first meal periods beginning before the end of the fifth hour of work. Specifically,
20 as a result of the work demands imposed by Stratasys, Plaintiff claims he was often provided with a
21 meal period after his fifth hour of work, or a meal period less than 30 minutes, in violation of California
22 law. Indeed, based on the timekeeping data produced in connection with mediation, there appeared to
23 be a 53.19% non-compliance rate- with the majority of the meal periods being short or less than 30
24 minutes.

25 20. Stratasys counters that it has always maintained a lawful meal period policy and
26 provided non-exempt employees with an opportunity to take legally compliant meal periods, and any
27 non-compliant meal periods reflected in employee timekeeping records were solely the result of
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1 employee choice, rather than any policy or practice of Stratasys. Stratasys points out that it is only
2 required to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken, and
3 that they have always done so. Finally, Stratasys contends Plaintiff’s meal period claim is not suited
4 for class certification, since individual inquiries would be required to assess which employees took
5 non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons
6 why a particular employee took a non-compliant meal period or missed a meal period during a
7 particular shift.

8 21. Plaintiff alleges that he and Settlement Class members were also not authorized and
9 permitted to take all required rest periods due to Stratasys’ rest period policies and practices.
10 Specifically, Plaintiff alleges that Stratasys failed to authorize and permit all rest periods for every four
11 hours worked, *or major fraction thereof*.

12 22. Stratasys contends it has always maintained and enforced lawful rest period policies and
13 practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
14 periods in compliance with California law. Stratasys also argues that Plaintiff’s rest period claim is
15 inherently unsuited for class treatment as it requires an individualized inquiry into whether each
16 Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which
17 would devolve into an unmanageable series of mini-trials.

18 23. Plaintiff further alleges that Stratasys issued inaccurate wage statements in violation of
19 Labor Code § 226 as a result of the alleged unpaid minimum wages and overtime wages, and meal and
20 rest period premium wages described above. Specifically, Plaintiff contends that this conduct violated
21 Labor Code § 226(a) because the wage statements issued to Settlement Class Members did not include
22 all hours worked and the rate at which they were being paid. Plaintiff’s data analysis reflected that
23 there were approximately 8,670 wage statements issued during the relevant time period.

24 24. Stratasys argues that meal and rest period claims cannot support a claim for wage
25 statement penalties. Stratasys further argues that its alleged wage statement violations could not be
26 shown to be “knowing and intentional,” and that Plaintiff cannot show that he or any other employee
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1 “suffer[ed] injury” as a result of the alleged wage statement violations, as required by Lab. Code §
2 226(e) for imposition of penalties.

3 25. Plaintiff alleges that Stratasys is also liable for waiting time penalties under Labor Code
4 section 203 as a result of its failure to timely pay all wages upon separation. Based on the data provided
5 by Stratasys, there were approximately 179 Settlement Class members who have separated their
6 employment with Stratasys during the relevant time period who could be entitled to waiting time
7 penalties.

8 26. Stratasys asserts it has strong defenses to the waiting time claim because there exist
9 good-faith disputes as to Plaintiff’s underlying claims, precluding imposition of penalties.

10 27. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
11 Labor Code violations.

12 28. Stratasys argues that Plaintiff’s PAGA claim will fail for the same reasons that his
13 underlying claims will fail. Stratasys also maintains that, given its good faith defenses, this Court
14 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Stratasys
15 liable for any of Plaintiff’s claims.

16 29. Funds remaining unclaimed will be distributed to the California State Controller's
17 Office – Unclaimed Property Fund in the name of the Settlement Class member.

18 30. In my experience in wage and hour class action matters similar to this one, fee awards
19 generally average around one-third of the gross recovery.

20 31. My law firm’s and co-counsel’s work on this case includes, but is not limited to:
21 conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research, reviewing
22 Stratasys’ documents and policies, analyzing timekeeping data and payroll records, creating a
23 comprehensive damages model, preparing for and attending mediation, negotiating and preparing the
24 long-form Settlement Agreement, preparing the Motions for Preliminary and Final Approval,
25 overseeing the settlement administration process, and otherwise litigating this case.

26 32. Since undertaking representation of Plaintiff, my firm and/or co-counsel’s firm
27 dedicated substantial resources to this litigation, including expending a total of \$16,817.59, in actual
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costs, have devoted substantial time to this litigation and expect to incur approximately \$1,000.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, Case Anywhere fees, service and messenger fees, postage fees, LACourtConnect costs for future appearances. A true and correct copy of my firm's and Haines Law Group's costs summary in this matter is attached hereto as **Exhibit B**.

33. My experience in matters similar to this one was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. This case involved nuanced legal issues including questions surrounding Stratasys' obligation to "provide" meal periods, "authorize and permit" rest periods, and the propriety of statutory penalties, to name just a few.

34. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over one year with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced \$16,817.59 in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

In this case, Class Counsel have a lodestar of \$199,425 which results in a multiplier of approximately 1.86 compared to the \$371,666.67 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (22nd Year Attorney)	\$750	90.2	\$67,650
Elizabeth Nguyen (15th Year Attorney)	\$650	83	\$53,950
Paul K. Haines (14th Year Attorney)	\$675	54	\$36,450
Milan Moore (5th Year Attorney)	\$450	76	\$34,200
Paralegals	\$175	41	\$7,175
Total Lodestar			\$199,425

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 are in line with the *Laffey Matrix*, a true and correct copy of which is attached hereto as **Exhibit C**.

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. 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. The requested service award to Plaintiff of \$5,000.00 is also reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of Settlement Class members. Plaintiff gathered documents for use in the lawsuit, and attended in person/telephonic meetings with Class Counsel discussing the case, the merits, the defenses, and the overall fairness of the settlement reached. Thus, the enhancement payment to Plaintiff is appropriate and justified as part of the Settlement and should be finally approved.

40. Plaintiff served the proposed Settlement Agreement on the California Labor & Workforce Development Agency ("LWDA") on February 17, 2022, the same date as he filed his Motion for Preliminary Approval. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted the Settlement Agreement to the LWDA is attached hereto as **Exhibit D**.

41. Plaintiff served the Order Granting Preliminary Approval on the LWDA on April 15, 2022. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted the order Granting Preliminary Approval to the LWDA is attached hereto as **Exhibit E**.

42. Plaintiff has provided written approval of the split of attorneys' fees in this action: 46.5% to Haines Law Group, APC, 31% to Lidman Law, APC, and 22.5% to Michael Burgis & Associates, P.C. Michael Burgis & Associates is the referring attorney.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 19, 2022 at El Segundo, California.


Scott M. Lidman

EXHIBIT A

EXHIBIT A

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LIDMAN LAW, APC
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Attorneys for Plaintiff
OSCAR GERARDO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

OSCAR GERARDO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

STRATASYS DIRECT, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 20STCV44366

*[Assigned for all purposes to the Honorable
William F. Highberger, Dept. SSC-10]*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 14, 2022
Time: 2:30 p.m.
Dept.: SSC-10

Action Filed: November 17, 2020
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles
04/14/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. Lim Deputy

1 The Motion of Plaintiff Oscar Gerardo (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on April 14, 2022 at 2:30 p.m. The
3 Court, having considered the proposed Joint Stipulation of Class Action and PAGA Settlement and
4 Release (the “Settlement”), attached as Exhibit 2 to the Declaration of Scott M. Lidman filed
5 concurrently with the Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class
6 Action Settlement, Memorandum of Points and Authorities in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All current and former non-exempt employees who worked for Defendant
16 Stratasys Direct, Inc. in California at any time from November 17, 2016
17 through the date of the order granting Preliminary Approval of the
18 Settlement, unless the Escalator Clause is triggered and Defendant elects
19 to end the Class Period on the date at which the number of weeks worked
20 by Class Members reaches 52,726 workweeks.

21 2. For purposes of the Settlement, the Court designates named Plaintiff Oscar Gerardo as
22 Class Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC
23 and Paul Haines of Haines Law Group, APC as Class Counsel.

24 3. The Court designates Phoenix Settlement Administrators as the third-party Settlement
25 Administrator for mailing notices.

26 4. The Court approves, as to form and content, the Settlement Notice which is attached to
27 the Settlement as Exhibit A.

28 5. The Court finds that the form of notice to the Settlement Class regarding the pendency of
the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,
constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient

notice to all members of the Settlement Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

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

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

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

9. The Class Notice shall provide at least 45 calendar days' notice for members of the Settlement Class to opt out of, or object to, the Settlement.

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department SSC-10 of this Court, located at 312 N. Spring Street, Los Angeles, California 90012 on August 10, 2022 at 11 a.m. / p.m.

11. 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.

12. 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.

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	21 calendar days after issuance of the preliminary approval order
Settlement Administrator to mail Notice Packets to Class Members	14 calendar days after receiving Class Information from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	45 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 court days prior to Final Approval Hearing
Final Fairness Hearing:	<u>August 10</u> , 2022 at <u>11</u> a.m. / p.m.

14. 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.

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

IT IS SO ORDERED.

Dated: April 14, 2022





Honorable William F. Highberger
Judge of the Superior Court

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 April 15, 2022, I served the foregoing document(s) described as:
ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
on the interested party(ies) in this action as follows:

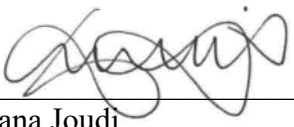
JACKSON LEWIS P.C.
Talya Z. Friedman (SBN 216158)
friedmant@jacksonlewis.com
Eric J. Gitig (SBN 307547)
Eric.gitig@jacksonlewis.com
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017
Tel: (213) 689-0404
Fax: (213) 689-0430

Attorneys for Defendant
STRATASYS DIRECT, INC.

☒ (BY ELECTRONIC SERVICE) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to Case Anywhere.

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

Executed on April 15, 2022, at El Segundo, California.



Dana Joudi

EXHIBIT B

EXHIBIT B

Expense Summary
Oscar Gerardo v. Stratasys Direct, Inc.

EXPENSE	AMOUNT
Mediation Costs	\$5,250.00
Expert Expenses	\$8,073.00
Filing and Service Fees	\$3,436.71
Copying Costs	\$16.75
Postage Costs	\$35.13
Research	\$6.00
Anticipated Costs for filing FA motion, quarterly Case Anywhere fees for Class Counsel through the date the final distribution declaration is filed, service fees, copying and postage	\$1,000.00
TOTAL:	\$17,817.59

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 +
6/01/21- 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)

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

From: [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, February 17, 2022 5:32:00 PM

02/17/2022 05:31:28 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Scott

Your Last Name *

Lidman

Your Email Address *

djoudi@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

90245

Court and Hearing Information

Court *

LASC

Court Case Number *

20STCV44366

Hearing Date (if any)

3/22/22

Hearing Time

1:30 p.m.

Hearing Location

SSC-10, 312 N. Spring Str

Number of aggrieved employees *

147

Gross settlement amount *

1115000

Gross penalty amount *

100000

Penalties to LWDA *

75000

Date of proposed settlement *

01/06/2022

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File

2022-01-06 Fu... Exhibit.pdf

Other Attachment (if any)

2022-02-17 St...th tables.pdf

[Remove](#)

Other Attachment (if any)

2022-02-17 Str...n (final).pdf

[Remove](#)

Other Attachment (if any)

2022-02-17 S...A Motion.pdf

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2022-02-17 S...A Motion.pdf

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2022-02-17 S...A Motion.pdf

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Other Attachment (if any)

2022-02-17 St...- signed.pdf

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Other Attachment (if any)

2022-02-17 St... Motion .pdf

[Remove](#)

Other Attachment (if any)

2022-02-17 Str...n (final).pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

EXHIBIT E

EXHIBIT E

From: [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Friday, April 15, 2022 5:19:34 PM

04/15/2022 05:19:17 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Court Order or Judgment in PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Scott

Your Last Name *

Lidman

Your Email Address *

djoudi@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

90245

Court Case Name and Plaintiff Information

Court Case Name

Oscar Gerardo v. Stratasys

Plaintiff Name

Oscar Gerardo

Order or Judgment Details

Date Court order signed by Judge *

04/14/2022

Gross settlement amount *

1115000

Gross penalties *

100000

Penalties to LWDA *

75000

Fee award *

371666.66

Court Order, Judgment File and Other Files

Court Order or Judgment *

2022-04-14 S...A Motion.pdf

Other Attachment

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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