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JOSE AGUILAR

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

JOSE AGUILAR, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

KNE, LLC, a California limited liability
company, dba H2O LOGISTICS; and DOES 1
through 100,

Defendants.

Case No.: 20STCV05676

*[Assigned for All Purposes to Hon. Kenneth
R. Freeman, SSC-14]*

**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: September 16, 2021
Time: 10:00 a.m.
Dept.: SSC-14

Action Filed: February 13, 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
3 the named Plaintiff Jose Aguilar (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am admitted
5 to practice in this Court. I have personal knowledge of the facts stated in this declaration and could
6 testify 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
8 *summa cum laude*. During law school, I worked as a summer associate for the international
9 employment law 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
12 of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law
13 firm in the world exclusively devoted to representing management in employment, employee benefits
14 and 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
18 work at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment
19 department. In 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from
20 2008 until the end of 2017, I practiced exclusively labor and employment law, with a strong emphasis
21 and most of my time working on wage and hour class actions venued in both state and federal courts.
22 During that time and my legal career in general, I also worked on a number of single and multi-plaintiff
23 wage and hour 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.
26 In particular, I received a wide-array of wage and hour class action experience performing the
27 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from
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1 state court to federal court; drafting and responding to written discovery; drafting and opposing
2 discovery related motions; arguing discovery related motions; drafting motions to consolidate related
3 matters; interviewing putative class members and obtaining declarations in connection with class
4 certification; drafting oppositions to motions for class certification; drafting motions for decertification
5 following class certification; conducting exposure analyses to assess the strengths and weaknesses of
6 asserted claims, the likelihood of prevailing at class certification and potential damages resulting from
7 such claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing
8 named plaintiffs and putative class members; deposing retained expert witnesses; and defending the
9 depositions of corporate witnesses. I also was involved in the negotiations and settlements of many
10 large wage and hour class actions. In short, I played an integral role in all aspects of litigation from
11 the inception of a matter through and beyond class certification. I also supervised the work of several
12 junior attorneys 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.

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

- 1 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
2 United States District Court, Central District of California, Honorable Percy
3 Anderson, presiding.
- 4 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
5 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 6 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
10 States District Court, Central District of California, Honorable Percy Anderson,
11 presiding.
- 12 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
13 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 14 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
15 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 16 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
17 KSC, United States District Court, Southern District of California.⁴
- 18 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
19 of Solano, Honorable Paul Berman, presiding.
- 20 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
21 Superior Court, County of Orange, Honorable William Claster, presiding.

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

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

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

- ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California Superior Court, County of Orange, Honorable William Claster, presiding.
- ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United States District Court, Southern District of California, Honorable John A. Houston, presiding.
- ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Northern District of California.
- ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Jeffrey B. Barton, presiding.

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

- 1 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
- 2 Court, County of Santa Clara.
- 3 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
- 4 Court, County of Los Angeles, Honorable Terry Green, presiding.
- 5 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
- 6 Court, County of San Francisco.
- 7 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
- 8 Court, Northern District of California, Honorable Richard Seeborg, presiding.

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

24 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
25 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
26 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
27 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
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1 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
2 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
3 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
4 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
5 Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case
6 No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.
7 Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court,
8 County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane,*
9 *Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael
10 A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior
11 Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El*
12 *Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles,
13 Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No.
14 BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko
15 presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of
16 Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case
17 No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S.
18 Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084,
19 California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero*
20 *v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles,
21 Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*,
22 Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge
23 David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-
24 CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding;
25 *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara,
26 Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001,
27 California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding;
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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-counsel for Plaintiff 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 under the circumstances presented.

10. On February 13, 2020, Plaintiff filed a putative class action complaint against Defendant KNE, LLC dba H2O Logistics (hereinafter “H2O” or “Defendant”) in Los Angeles County Superior Court. On May 4, 2020, Plaintiff filed a First Amended Class and Representative Action Complaint. Plaintiff’s primary allegations are that H2O: (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 authorize and permit all legally required rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to pay all final wages upon separation of employment; (7) unlawfully deducted from earned wages; (8) engaged in unlawful business practices; and (9) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of liability are related to H2O’s alleged unlawful wage and timekeeping policies and practices. Specifically, Plaintiff alleges that he and other Settlement Class members were not paid for all time worked because H2O unlawfully rounded/shaved Plaintiff’s time such that Plaintiff was routinely underpaid. A review of Plaintiff’s time punch data confirmed that H2O rounds hours worked. Specifically, on average, Plaintiff alleges that he was underpaid approximately 12 minutes per shift or approximately one (1) hour per workweek.

12. H2O contends that it compensated non-exempt employees for all of their time worked. H2O also contends that its rounding practices were lawful, and any unpaid time was *de minimis* and therefore non-compensable. H2O further assert that Plaintiff would be unable to certify a rounding class given the individualized inquiries that would be required, given that its rounding mechanism was, according to H2O, allegedly facially neutral and also did not mean that employees were actually working when clocked in.

1 13. Plaintiff also alleges that that he and Settlement Class members were not provided with
2 all legally-compliant first meal periods beginning before the end of the fifth hour of work.
3 Specifically, Plaintiff alleges that due to the work demands imposed by H2O, Plaintiff and Settlement
4 Class members were provided late, short and otherwise unlawful meal periods. From the records
5 produced by H2O in connection with mediation, it appeared that H2O had a 40% meal period
6 noncompliance rate.

7 14. H2O counters that it has always provided non-exempt employees with an opportunity
8 to take legally compliant meal periods, and any non-compliant meal periods reflected in employee
9 timekeeping records were solely the result of employee choice, rather than any policy or practice of
10 H2O. H2O points out that it is only required to “provide” the opportunity to take meal periods, not
11 “ensure” meal periods are taken, and that they have always done so. Finally, H2O contends Plaintiff’s
12 meal period claim is not suited for class certification, since individual inquiries would be required to
13 assess which employees took non-compliant meal periods, how many meal periods were non-
14 compliant or missed, and the reasons why a particular employee took a non-compliant meal period or
15 missed a meal period during a particular shift.

16 15. Plaintiff alleges that he and Settlement Class members were also not authorized and
17 permitted to take all required rest periods due to H2O’s rest period policies and practices that fail to
18 authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
19 Specifically, Plaintiff alleges that due to the work demands imposed by H2O, he and other non-exempt
20 employees were unable to take all required rest periods. From the records produced in connection
21 with mediation, 100% of the shifts worked were in excess of 3.5 hours.

22 16. H2O contends it has always maintained and enforced lawful rest period policies and
23 practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
24 periods in compliance with California law. Further, H2O argues that Plaintiff’s rest period claim is
25 inherently unsuited for class treatment as it requires an individualized inquiry into whether each
26 Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which
27 would devolve into an unmanageable series of mini-trials.

1 17. Plaintiff alleges that he and other Settlement Class members were not paid all of their
2 earned wages. Specifically, Plaintiff alleges that H2O paid his earned wages on an ATM Card, without
3 his voluntary authorization. As a result, Plaintiff contends that he was unable to access his earned
4 wages without paying a fee of approximately \$3.00, in violation of Labor Code section 212.

5 18. H2O argues that it did not require Plaintiff or the other Settlement Class members to
6 receive their earned wages on an ATM Card. H2O contends that Plaintiff voluntarily requested his
7 wages be paid on an ATM Card. Further, H2O contends that Plaintiff was the only employee that ever
8 received his funds via an ATM Card, and no other Settlement Class Member was implicated.

9 19. Plaintiff further allege that H2O issued inaccurate wage statements in violation of
10 Labor Code § 226 as a result of the alleged unpaid wages and unpaid meal and rest period wages
11 described above.

12 20. H2O that meal and rest period claims cannot support a claim for wage statement
13 penalties. H2O further argues that its alleged wage statement violations could not be shown to be
14 “knowing and intentional,” and that Plaintiff cannot show that he or any other employee “suffer[ed]
15 injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
16 imposition of penalties.

17 21. Plaintiff alleges that H2O is also liable for waiting time penalties under Labor Code §
18 203 as a result of its failure to pay all minimum and overtime wages and meal and rest period premium
19 wages.

20 22. H2O asserts it has strong defenses to the waiting time claim because there exist good-
21 faith disputes as to Plaintiff’s underlying claims, precluding imposition of penalties.

22 23. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
23 Labor Code violations.

24 24. Since Plaintiff’s PAGA claim is a derivative claim based on the underlying claims,
25 H2O asserts the PAGA claim would fail with those claims. H2O also maintains that given its good
26 faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if
27 it were to find H2O liable for any of Plaintiff’s claims.

1 25. These considerations not only bore heavily on the negotiations leading to the
2 Settlement, but also confirm that the Settlement is fair, adequate, and reasonable compromise in view
3 of the risks of further litigation. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff
4 carefully vetted the claims at issue and conducted a detailed statistical analysis of class-wide data to
5 arrive at the calculated damages figures. Thus, while these risks are far from exhaustive, they
6 demonstrate that the Settlement is fair, adequate, and reasonable in view of them.

7 26. In connection with the Parties' arms-length and direct negotiations between counsel,
8 H2O informally produced the putative class list with the hire and termination dates, hourly rates, and
9 pay periods, Plaintiff's timekeeping and payroll records, as well as all of its wage and hour policies
10 and other relevant documents and information relevant to the claims alleged. After a detailed review
11 of the records and other documents and policies produced by H2O, Class Counsel drew on their
12 extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This
13 discovery allowed the parties to assess the merits and value of Plaintiff's claims and H2O's defenses
14 thereto, if a settlement could not be reached.

15 27. The Parties engaged in extensive direct arm-length negotiations. Due to the relatively
16 small size of the putative class, counsel for the Parties believed attempts at direct negotiations were
17 appropriate so that money that would have been spent on an expensive, experienced mediator could
18 instead be used to pay an eventual settlement if it could be reached. During settlement discussions,
19 the parties vigorously debated their opposing legal positions, the likelihood of certification of
20 Plaintiff's claims, and the legal basis for the claims and defenses. Ultimately, the parties agreed in
21 principle on a class-wide resolution. In the weeks that followed, the parties finalized the terms of
22 settlement and executed the Stipulation of Settlement ("Settlement").

23 28. Plaintiff submitted the Settlement to the Court with his Motion for Preliminary Approval
24 on December 29, 2020. On May 6, 2021, after the Parties' filed supplemental briefing and an Amended
25 Settlement agreement to address issues identified in the Court's tentative ruling, the Court granted
26 preliminary approval. Attached hereto as **Exhibit A** is a true and correct copy of the May 6, 2021
27 Order Granting Preliminary Approval dated May 11, 2021.

1 29. The Settlement Class encompasses “current and former non-exempt, hourly employees
2 of Defendant KNE, LLC dba H2O Logistics who worked in California at least one (1) day at any time
3 from February 13, 2016 through May 6, 2021.”

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

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

8 32. My law firm’s and co-counsel’s work on this case includes, but is not limited to
9 conducting conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research,
10 reviewing H2O’s documents and policies, analyzing Settlement Class members’ timekeeping and
11 payroll records, preparing for and engaging in direct negotiations, negotiating and revising the long-
12 form Settlement and Amended Settlement Agreement, preparing the Motions for Preliminary and
13 Final Approval, overseeing the settlement administration process, communicating with Settlement
14 Class members, and otherwise litigating this case.

15 33. Since undertaking representation of Plaintiff, my firm and/or co-counsel’s firm
16 dedicated substantial resources to this litigation, including expending a total of \$3,732.78, in actual
17 costs, have devoted substantial time to this litigation and expect to incur approximately \$1,000.00 in
18 future costs for filing the instant motion, filing the final declaration regarding distribution of
19 settlement, continued Case Anywhere fees, service and messenger fees, postage fees, and/or
20 LACourtConnect costs for future appearances.⁶ A true and correct copy of my firm’s and Haines Law
21 Group’s costs summary in this matter is attached hereto as **Exhibit B**.

22 34. My experience in matters similar to this one was integral in evaluating the strengths
23 and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of
24 wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive
25 state and federal law, as well as the procedural law of class action litigation. This case involved
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27 _____
28 ⁶ This includes total costs incurred by both law firms.

nuanced legal issues including questions surrounding the potential applicability of the *de minimis* defense, “providing” meal periods, and the propriety of statutory penalties, to name just a few.

35. 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, Plaintiffs were not responsible for paying my firm’s attorneys’ fees and my firm could only recover attorneys’ fees if Plaintiffs were 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 two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced \$3,732.78 in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiffs did not prevail in this lawsuit.

36. In this case, Class Counsel have a lodestar of \$91,732.50 without the use of any multiplier, which is over 2.75 times the \$33,333.33 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 (23rd Year Attorney)	\$750	53.4	\$40,050.00
Elizabeth Nguyen (16th Year Attorney)	\$650	27.6	\$17,940.00
Paul K. Haines (15th Year Attorney)	\$650	18.8	\$12,220.00
Milan Moore (6th Year Attorney)	\$400	47.9	\$19,160.00

Paralegals	\$175	13.5	\$2,362.50
Total Lodestar			\$91,732.50

37. My proposed hourly rate of \$750, Ms. Nguyen's proposed hourly rate of \$650, Mr. Haines' proposed hourly rate of \$650, and Ms. Moore's proposed hourly rate of \$400 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**.

38. 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).

39. 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. Intrust Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

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

41. The requested service award to Plaintiff for \$5,000.00 is also reasonable given Plaintiff took on significant risks, including the risk that he could be liable for Defendant's costs if this case was unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things, gathering documents for use in this lawsuit, providing factual information to my firm regarding his claims, and working with Class Counsel on the to prepare for mediation and discuss the case, the merits, the defenses, and the settlement reached. Further, Plaintiff put his future employment prospects at risk by becoming a named Plaintiff in a representative action since the lawsuit is public record and may become known to prospective employers when evaluating him for employment. Moreover, Plaintiff has agreed to release, in addition to the released claims included within the Settlement, all claims, whether known or unknown, under federal, state, or local law against Defendant and the Released Parties. Plaintiff's release includes unknown claims, and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code.

42. Plaintiff served the proposed Settlement Agreement on the California Labor & Workforce Development Agency ("LWDA") on December 30, 2020. A true and correct copy of the

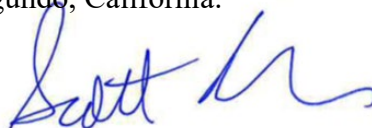
1 email generated by the LWDA website after Plaintiff submitted the Settlement Agreement to the
2 LWDA is attached hereto as **Exhibit D**.

3 43. Plaintiff served the Order Granting Preliminary Approval of the Settlement Settlement
4 on the LWDA on May 14, 2021. A true and correct copy of the email generated by the LWDA website
5 after Plaintiff submitted the order Granting Preliminary Approval to the LWDA is attached hereto as
6 **Exhibit E**.

7 44. Plaintiff will also provide the LWDA with a copy of the Motion for Final Approval and
8 supporting documents after it is filed and will file a supplemental proof of service prior to the hearing.

9 I declare under penalty of perjury under the laws of the State of California and the United
10 States that the foregoing is true and correct.

11 Executed on August 11, 2021, at El Segundo, California.

12
13 

14 _____
15 Scott M. Lidman
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EXHIBIT A

EXHIBIT A

COPY

RECEIVED

MAY 08 2021

FILING WINDOW

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 11 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By: Berta Guerrero, Deputy

LIDMAN LAW, APC

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slidman@lidmanlaw.com
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enguyen@lidmanlaw.com
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Attorneys for Plaintiff
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HAINES LAW GROUP, APC

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phaines@haineslawgroup.com
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El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JOSE AGUILAR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE AGUILAR, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

KNE, LLC, a California limited liability
company, dba H2O LOGISTICS; and DOES 1
through 100,

Defendants.

Case No. 20STCV05676

*[Assigned for All Purposes to Hon. Kenneth R.
Freeman, SSC-14]*

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

Date: May 6, 2021
Time: 10:00 a.m.
Dept.: SSC-14

Action Filed: February 13, 2020
Trial Date: None Set

1 The Motion of Plaintiff Jose Aguilar ("Plaintiff") for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on May 6, 2021 at 10:00 a.m. The
3 Court, having considered the proposed Amended Stipulation of Settlement (the "Settlement"), attached
4 as Exhibit B to the Supplemental Declaration of Scott M. Lidman filed concurrently with the Motion;
5 having considered Plaintiff's Motion for Preliminary Approval of Class Action Settlement,
6 Memorandum of Points and Authorities in support thereof and Supplemental Brief, 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, hourly employees of Defendant KNE,
16 LLC dba H2O Logistics who worked in California at least one (1) day at
17 any time from February 13, 2016 through date of preliminary approval of
18 the Settlement.

19 2. For purposes of the Settlement, the Court designates named Plaintiff Jose Aguilar as
20 Class Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC
21 and Paul Haines of Haines Law Group, APC as Class Counsel.

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

24 4. The Court approves, as to form and content, the Notice Packet (which is comprised of the
25 Notice of Pendency of Class Action and Settlement and Notice of Settlement Award) which is attached
26 to the Settlement as Exhibit A.

27 5. The Court finds that the form of notice to the Settlement Class regarding the pendency of
28 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

1 notice to all members of the Settlement Class. The form and method of giving notice complies fully
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 other applicable law.

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

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

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

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

15 10. The Final Fairness Hearing on the question of whether the Settlement should be finally
16 approved as fair, reasonable, and adequate is scheduled in Department SSC-14 of this Court, located at
17 312 N. Spring Street, Los Angeles, California 90012 on September 16, 2021 at 10:00 a.m.

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

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

13. An implementation schedule is below:

Event	Date	Actual Date ¹
Defendant to provide Class Data to Settlement Administrator	15 calendar days after issuance of the preliminary approval order	May 21, 2021
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Information from Defendant	June 7, 2021
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	July 22, 2021
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	30 days prior to Final Fairness Hearing	August 17, 2021
Final Fairness Hearing:	September 16, 2021	

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: May 11, 2021

KENNETH R. FREEMAN

Honorable Kenneth R. Freeman
Judge of the Superior Court

¹ These dates are based on the Court granting preliminary approval at the hearing, currently noticed for May 6, 2021.

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 14, 2021, 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:

LAW OFFICES OF CHOI & ASSOCIATES

Edward Choi (edward.choi@choiandassociates.com)
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Attorneys for KNE, LLC a California limited liability company, dba H2O Logistics

DIVERSITY LAW GROUP, P.C.

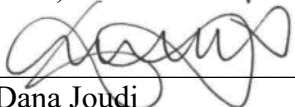
Larry Lee, Esq. (lwlee@diversitylaw.com)
Nick Rosenthal, Esq. (nrosenthal@diversitylaw.com)
Kwanporn Tulyathan, Esq. (ktulyathan@diversitylaw.com)
515 South Figueroa Street, Suite 1250
Los Angeles, CA 90071
Phone: (213) 488-6555
Fax: (213) 488-6554
Attorneys for KNE, LLC a California limited liability company, dba H2O Logistics

☐ **(BY MAIL)** I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

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

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 14, 2021, at El Segundo, California.



Dana Joudi

EXHIBIT B

EXHIBIT B

Expense Summary
Jose Aguilar v. KNE, LLC dba H2O Logistics

EXPENSE	AMOUNT
Filing, Service, and Messenger Fees	\$3,564.60
Courtcall/VCourt Costs	\$15.00
Copying Costs	\$37.85
Postage Costs	\$115.33
Anticipated Costs for filing the Final Approval motion, LACourtConnect appearances, 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:	\$4,732.78

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

[History](#)
[Case Law](#)
[Expert Opinions](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)
[Links](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
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., *McDowell v. District of Columbia*, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); *Salazar v. Dist. of Col.*, 123 F.Supp.2d 8 (D.D.C. 2000).

* "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

Dana Joudi

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, December 30, 2020 1:43 PM
To: Gladys Beltran
Subject: Thank you for your Proposed Settlement Submission

12/30/2020 01:42:46 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



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

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 *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Los Angeles County Super

Court Case Number *

20STCV05676

Hearing Date (if any)

2/2/2021

Hearing Time

10 a.m.

Hearing Location

Department SSC-14, 312

Number of aggrieved employees *

18

Gross settlement amount *

100000

Gross penalty amount *

10000

Penalties to LWDA *

7500

Date of proposed settlement *

11/17/2020

Proposed Settlement and Other Documents

Proposed Settlement *

 2020-11-18 S...xecuted).pdf

Other Attachment (if any)

 No file chosen[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: [FormAssembly](#) on behalf of [DIR PAGA Unit](#)
To: [Gladys Beltran](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Friday, May 14, 2021 12:29:46 PM

05/14/2021 12:29:37 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



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

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 *

gbeltran@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

4243224772

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

Jose Aguilar v KNE, LLC

Plaintiff Name

Jose Aguilar

Order or Judgment Details

Gross settlement amount *

100000

Gross penalties *

10000

Penalties to LWDA *

7500

Fee award *

33333.33

Court Order.Judgment File and Other Files

Court Order or Judgment *

 2021-05-11 H...- served.pdf

Other Attachment

 No file chosen[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.