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

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

Plaintiff,

vs.

R C FURNITURE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV00874

*[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: March 7, 2024
Time: 10:00 a.m.
Dept.: SSC-14

Action Filed: January 7, 2021
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 Jose Carlos Martinez (“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 *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
- 23
- 24
- 25

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 Jose Salcido 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.

1 10. On January 7, 2021, Plaintiff filed the instant putative class action complaint. *See* On
2 January 7, 2021, Plaintiff submitted a letter to the California Labor & Workforce Development Agency
3 (“LWDA”) and R C Furniture of his intention of filing a PAGA claim based on the labor code
4 violations as alleged in his complaint. Thereafter, on May 19, 2021, after exhausting his administrative
5 remedies, Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause
6 of action for civil penalties under the PAGA. Plaintiff’s primary claims/allegations are that R C
7 Furniture: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3)
8 failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required
9 rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to timely pay all wages
10 upon termination; (7) engaged in unlawful business practices; and (8) is liable for civil penalties under
11 the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

12 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary
13 theories of liability are related to Defendant’s alleged failure to pay for all time worked and failure to
14 provide Settlement Class Members all legally compliant duty-free meal and rest periods. Specifically,
15 Plaintiff alleges that he and Settlement Class members were not fully compensated for all of their time
16 worked. Plaintiff alleges R C Furniture would unlawfully shave their work time and/or round their
17 work time such that they would not be fully paid for all time worked. Plaintiff also alleges that this
18 time shaving and/or rounding practice utilized by R C Furniture was not-even handed over time and
19 would almost exclusively round and shave in R C Furniture’s favor such that the employees were
20 routinely underpaid for their time worked and it appeared on average to be an underpayment of
21 approximately 25 minutes per week. Moreover, for the most recent portion of the relevant time period,
22 Plaintiff contends that R C Furniture required Plaintiff and the other non-exempt employees submit to
23 COVID-19 related temperature checks, that took about 4 minutes per day and was uncompensated.

24 12. R C Furniture contends that it compensated Settlement Class Members for all of their
25 time worked. R C Furniture also contends that its rounding practices were lawful, and any unpaid time
26 for rounding and/or temperature checks was *de minimis* and therefore non-compensable. R C Furniture
27 further asserts that Plaintiff would be unable to certify a rounding class given the individualized
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1 inquiries that would be required, and also that R C Furniture's rounding policy/mechanism was,
2 according to it, neutral on its face and in its application.

3 13. Plaintiff alleges that he and Settlement Class members were not provided with all
4 legally-compliant first meal periods beginning before the end of the fifth hour of work. Specifically,
5 Plaintiff alleges that R C Furniture utilized a bell signaling system for meal periods, with the bell ringing
6 exactly thirty minutes apart. This means that Plaintiff and the other non-exempt employees did not
7 receive a full 30-minute meal period because they were required to be back at their workstations ready
8 to work before the second bell. As such, Plaintiff alleges that he and other non-exempt employees were
9 not provided a full uninterrupted 30-minute meal period because they had to return from their meal
10 periods early and be at their workstations ready to commence work. Moreover, it appears R C Furniture
11 did not require its non-exempt employees to clock in and out for meal periods. Instead, Plaintiff alleges
12 that R C Furniture automatically deducted 30 minutes of work time for purported meal periods whether
13 or not a compliant meal period was actually taken when employees remained on the work premises.

14 14. R C Furniture counters that it has always maintained a lawful meal period policy and
15 provided non-exempt employees with an opportunity to take legally compliant meal periods, and any
16 non-compliant meal periods reflected in employee timekeeping records were solely the result of
17 employee choice, rather than any policy or practice of R C Furniture. R C Furniture points out that it is
18 only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken,
19 and that they have always done so. Finally, R C Furniture contends Plaintiff's meal period claim is not
20 suited for class certification, since individual inquiries would be required to assess which employees
21 took non-compliant meal periods, how many meal periods were non-compliant or missed, and the
22 reasons why a particular employee took a non-compliant meal period or missed a meal period during a
23 particular shift.

24 15. Plaintiff alleges that he and Settlement Class Members were also not authorized and
25 permitted to take all required rest periods due to R C Furniture's rest period policies and practices.
26 Specifically, Plaintiff alleges that R C Furniture required its non-exempt employees to remain on the
27 work premises to receive a paid rest period. Thus, Plaintiff alleges that by prohibiting its non-exempt
28

employees from leaving the work premises during rest periods, R C Furniture is failing to relinquish its control in violation of California law.

16. R C Furniture contends it has always maintained and enforced lawful rest period policies and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. R C Furniture also argues that Plaintiff's rest period claim is without merit because requiring employees to remain on the premises is not unlawful, and the claim is otherwise inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials.

17. Plaintiff further alleges that R C Furniture issued inaccurate wage statements in violation of Labor Code § 226 as a result of the alleged unpaid wages and unpaid meal period and rest period premium wages described above. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because the wage statements issued to Settlement Class Members did not include all hours worked and the rate at which they were being paid.

18. As for Plaintiff's claim for wage statement violations, R C Furniture further argues that its alleged wage statement violations could not be shown to be "knowing and intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties.

19. Plaintiff alleges that R C Furniture is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to timely pay all wages upon separation.

20. As for Plaintiff's claim for waiting time penalties, R C Furniture asserts it has strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties. *See also* 8 Cal. Code Regs. § 13520 (a "good faith dispute that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding that "good faith dispute" over whether employee was exempt precluded imposition of waiting time penalties over contested wages owed).

21. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged

1 Labor Code violations.

2 22. Lastly, since Plaintiff's PAGA claim is a derivative claim based on the underlying claims,
3 R C Furniture argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims
4 will fail. R C Furniture also maintains that, given its good faith defenses, this Court would exercise its
5 discretion to substantially reduce any PAGA penalties if it were to find R C Furniture liable for any of
6 Plaintiff's claims.

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

13 24. Prior to mediation, Plaintiff propounded one set of written discovery including, Special
14 Interrogatories, Requests for Production of Documents, Form Interrogatories, Employment Law and
15 Form Interrogatories, General. In response to Plaintiff's Requests for Production of Documents, R C
16 Furniture produced over 1,500 pages of information related to Plaintiff's employment and Defendant's
17 wage and hour policies and procedures. The Parties also completed the *Belaire-West* opt out privacy
18 notice, and as a result Plaintiff received the contact information for the putative class members that did
19 not opt out of the disclosure.

20 In addition, in advance of mediation, R C Furniture produced timekeeping and payroll data for
21 Plaintiff and 46 other putative class members from 2017 – July 2021, which is an approximate 25%
22 sample. R C Furniture also produced its wage and hour policies and other relevant documents and
23 information relevant to the claims alleged. Accordingly, a sample of this group is representative of the
24 entire Settlement Class and is statistically significant and reliable for purposes of evaluating a potential
25 settlement.

26 Here, the statistical analysis of the time punch and payroll data was used for the limited purpose
27 of determining predominance of rounding and meal period violations in support of Plaintiff's claims
28 that R C Furniture had policies and practices of not paying for all time worked and failed to provide all

1 legally compliant meal periods. Indeed, the time punch data included actual time punches and rounded
2 paid hours, which allowed Plaintiff to conduct a rounding analysis and conclude R C Furniture's
3 rounding practice was widespread and during the entire relevant time period. Moreover, from the time
4 and payroll data, Plaintiff was able to determine that R C Furniture did not require its employees to
5 record meal periods but rather automatically deducted 30 minutes of work time for purported meal
6 periods. The Settlement Class members worked at the same facility, did similar work, and were paid
7 under the same wage and hour policies. Given these circumstances, the experiences of the 25%
8 sampling, it can be probative as to the experiences of all of the Settlement Class. Further, if all
9 Settlement Class members brought lawsuits for unpaid wages and/or meal period violations, they would
10 rely on timekeeping records similar to the ones in this sampling which also supports a finding that the
11 sampling is statistically reliable. *Id.*

12 Moreover, R C Furniture also provided a class list for Plaintiff to calculate the necessary metrics,
13 including without limitation, class size, number of workweeks and pay periods. After the detailed review
14 of the documents and data produced by R C Furniture, Class Counsel drew on their extensive experience
15 in similar cases to assess the strengths and weaknesses of Plaintiff's case. This discovery allowed the
16 parties to assess the merits and value of Plaintiff's claims and R C Furniture's defenses thereto.

17 25. On August 10, 2022, after extensive research and analysis, a mediation was held with
18 Jeffrey Ross, a well-respected wage and hour class action mediator. During mediation, the parties
19 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims,
20 and the legal basis for the claims and defenses. Ultimately, the parties agreed in principle on a class-
21 wide resolution. *Id.* In the weeks that followed, the parties finalized the terms of settlement and
22 executed the Stipulation of Settlement ("Settlement").

23 26. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for
24 Preliminary Approval on March 2, 2023. On August 24, 2023, the Court granted preliminary approval
25 and subsequently on September 20, 2023 signed an Order Granting Preliminary Approval of the
26 Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary
27 Approval.

28 27. The Settlement Class encompasses: all individuals who were employed by Defendant R

1 C Furniture, Inc. and classified as hourly, non-exempt employees at any time between January 7, 2017
2 through November 7, 2022.

3 28. After disbursement, Settlement Class Members will have at least 180 days to cash their
4 checks. Funds remaining unclaimed will be distributed to the California State Controller's Office –
5 Unclaimed Property Fund in the name of the Settlement Class Member.

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

8 30. My law firm's and co-counsel's work on this case includes, but is not limited to:
9 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, conducting
10 formal written discovery, reviewing Defendant's documents and policies, analyzing Settlement Class
11 Members' timekeeping data and payroll records, preparing for and attending mediation, negotiating
12 and revising the long-form Settlement Agreement, preparing the Motions for Preliminary and Final
13 Approval, overseeing the settlement administration process, communicating with Settlement Class
14 Members, and otherwise litigating this case.

15 31. As discussed above, this case presented significant risk as to both class certification and
16 merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating
17 Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this
18 litigation and expending considerable effort, all while working on a pure contingency basis. Since
19 undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without
20 receiving any compensation for over one year. During this time, Class Counsel have expended a total
21 of \$14,717.60 in actual costs and have devoted substantial time to this litigation and expect to incur
22 approximately \$450.00 in future costs for filing the final declaration regarding distribution of
23 settlement, Case Anywhere fees, service and messenger fees, postage fees, and/or online fees to retrieve
24 conformed copies of documents. This includes total costs incurred by both law firms. Class Counsel
25 seek to be reimbursed a total of \$15,167.60 in litigation costs. A true and correct copy of my firm and
26 co-counsel's firm's costs is attached hereto as **Exhibit B**. Class Counsel's request is fair, adequate,
27 and reasonable, as all of these costs are documented and reasonably incurred.

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

7 33. Given the considerable potential for adverse outcomes in this case, including, but not
8 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
9 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also
10 other practical challenges. There was a real risk that my firm and co-counsel's firm would not be
11 compensated for our work, because our firms handled this matter on a purely contingent basis. Thus,
12 Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover
13 attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final
14 approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over
15 two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful.
16 Moreover, as discussed above, Class Counsel has advanced a total of \$14,717.60 (and anticipate
17 incurring an additional \$450.00 in actual costs in connection with Case Anywhere fees, filing the
18 motion for final approval and filing the final distribution declaration(s) and related tasks) for a total of
19 \$15,167.60 in litigation costs on a contingency basis, which also carried risk because Class Counsel
20 would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

21 34. In this case, Class Counsel have a lodestar of \$202,722 which results in an approximate
22 1.36 multiplier compare to the \$275,000.00 fee request. The following is a general summary showing
23 the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's
24 firm on this case:

25 //

26 //

27 //

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (23rd Year Attorney)	\$900	84.3	\$75,870
Elizabeth Nguyen (16th Year Attorney)	\$800	32.7	\$26,160
Paul K. Haines (15th Year Attorney)	\$800	21.9	\$17,520
Milan Moore (6th Year Attorney)	\$650	118.4	\$76,960
Paralegals	\$175	35.5	\$6,212.50
Total Lodestar			\$202,722

35. My proposed hourly rate of \$900, Ms. Nguyen's proposed hourly rate of \$800, Mr. Haines' proposed hourly rate of \$800, and Ms. Moore's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 23rd year attorney is \$997, the hourly rate for a 16th year attorney is \$829, and the hourly rate for a 6th year attorney is \$508.

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

9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement)

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

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

39. The requested service award to Plaintiff of \$10,000.00 is also reasonable. Plaintiff took on significant risks, including the risk that he could be liable for R C Furniture'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 representee action since the lawsuit is public record and may become known to prospective employers when evaluating him for employment. Additionally, Plaintiff agreed to a general release and a 1542 waiver.

1 40. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
2 Workforce Development Agency (“LWDA”) via its website on March 2, 2023, the same day that he
3 filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached
4 hereto as **Exhibit D**. On September 21, 2023, Plaintiff submitted a copy of the Order granting
5 preliminary approval on the LWDA via its website. A true and correct copy of the proof of service is
6 attached hereto as **Exhibit E**.

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

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed on February 6, 2024 at El Segundo, California.

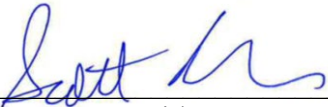
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15 _____
16 Scott M. Lidman
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EXHIBIT A

EXHIBIT A

LIDMAN LAW, APC

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Fax: (424) 292-2355

Attorneys for Plaintiff
JOSE CARLOS MARTINEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

R C FURNITURE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV00874

*[Assigned for all purposes to the Hon.
Kenneth R. Freeman, Dept. SSC-14]*

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

Date: August 24, 2023
Time: 10:00 a.m.
Dept.: SSC-14

Action Filed: January 7, 2021
Trial Date: None Set

FILED

Superior Court of California
County of Los Angeles

09/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

1 The Motion of Plaintiff Jose Carlos Martinez (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement will come on regularly for hearing before this Court on August 24, 2023 at 10:00
3 a.m. The Court, having considered the proposed Class Action and PAGA Settlement Agreement and
4 Class Notice (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 individuals who were employed by Defendant R C Furniture, Inc. and
16 classified as hourly, non-exempt employees at any time between January 7,
2017 through November 7, 2022.

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

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

22 4. The Court approves, as to form and content, the Court Approved Notice of Class Action
23 Settlement and Hearing Date for Final Court Approval (“Class Notice”) and is attached to the Settlement
24 as Exhibit A.

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

1 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
2 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
3 other applicable law.

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

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

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

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

14 10. The Final Fairness Hearing on the question of whether the Settlement should be finally
15 approved as fair, reasonable, and adequate is scheduled in Department 14 of this Court, located at 312
16 North Spring Street, Los Angeles, California, 90012 on March 7, 2024, at 10:00 a.m.

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

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

28 13. An implementation schedule is below:

Event	Date	Date if Court signs Order on August 24, 2023
Defendant to provide Class Data to Settlement Administrator	15 calendar days after issuance of the preliminary approval order	September 8, 2023
Settlement Administrator to mail Notice Packets to Class Members	3 business days after receiving Class Information from Defendant	September 13, 2023
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	October 28, 2023
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	30 calendar days before Final Fairness Hearing is February 6, 2024	February 6, 2024
Final Fairness Hearing:	March 7, 2024 at 10:00 a.m.	March 7, 2024 at 10:00 a.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: September 20, 2023




Honorable Kenneth R. Freeman
Judge of the Superior Court
Kenneth R. Freeman/Judge

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 August 21, 2023, I served the document(s) described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested party(ies) in this action as follows:

Darin Webb, Esq.
dwebb@grsm.com
George Soares, Esq.
gsoares@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
101 W. Broadway, Suite 2000
San Diego, CA 92101

Attorneys for Defendant
R C FURNITURE, INC.

☐ (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 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 August 21, 2023, at El Segundo, California.

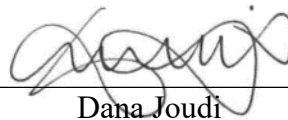

Dana Joudi

EXHIBIT B

EXHIBIT B

Expense Summary
Jose Carlos Martinez v. R C Furniture, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$9,000.00
Filing, Service and Messenger Fees (including costs associated with filing the Final Approval Motion)	\$2,354.00
Copying Costs	\$116.75
Postage Costs	\$63.85
VCourt Charges	\$15.00
Case Anywhere Fees through February 2024	\$3,168.00
Anticipated Costs for court appearances, Case Anywhere fees for Class Counsel through March 2024, service fees, copying and postage	\$450.00
TOTAL:	\$15,167.60

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

EXHIBIT D

EXHIBIT D

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Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JOSE CARLOS MARTINEZ

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

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

Plaintiff,

vs.

R C FURNITURE, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 21STCV00874

[Assigned for All Purposes to Hon. Kenneth R. Freeman]

**SUPPLEMENTAL PROOF OF SERVICE
RE: PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT (ON LWDA)**

Date: August 24, 2023
Time: 10:00 a.m.
Dept.: SSC-14

FAC Filed: May 19, 2021
Complaint Filed: January 7, 2021
Trial Date: None Set

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 March 2, 2023, I served the document(s) described as:

1. CLASS ACTION AND PAGA SETTLEMENT AGREEMENT
2. PLAINTIFF’S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF
3. DECLARATION OF SCOTT M. LIDMAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
4. DECLARATION OF ELIZABETH NGUYEN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
5. DECLARATION OF MILAN MOORE IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
6. DECLARATION OF PAUL K. HAINES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
7. DECLARATION OF PLAINTIFF JOSE CARLOS MARTINEZ IN SUPPORT OF MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT
8. DECLARATION OF JODEY LAWRENCE OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL
9. [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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

2
3 Labor and Workforce Development Agency

1515 Clay Street, Ste. 801

4 Oakland, CA 94612

5 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

6 (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described
7 above to be electronically transmitted to the Labor and Workforce Development Agency (“LWDA”) by
uploading them to the LWDA’s online system under LWDA Case No. LWDA-CM-818101-21.

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

10 Executed on March 2, 2023, at El Segundo, California.

11
12 
Dana Joudi

EXHIBIT E

EXHIBIT E

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Attorneys for Plaintiff
JOSE CARLOS MARTINEZ

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

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

Plaintiff,

vs.

R C FURNITURE, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 21STCV00874

[Assigned for All Purposes to Hon. Kenneth R. Freeman]

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

FAC Filed: May 19, 2021
Complaint Filed: January 7, 2021
Trial Date: None Set

[illegible]