

LIDMAN LAW, APC

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

Attorneys for Plaintiff
MAGALI MARTINEZ

HAINES LAW GROUP, APC

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

Attorneys for Plaintiff
MAGALI MARTINEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA**

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

Plaintiff,

vs.

READY ROAST NUT COMPANY, L.L.C., a
California limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No. MCV084692

*[Assigned for All Purposes to Hon. Katherine Rigby,
Dept. 45]*

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

Date: August 7, 2023
Time: 8:30 a.m.
Dept.: 45

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

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

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

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

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

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

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

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

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

- 1 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
14 KSC, United States District Court, Southern District of California.⁴
- 15 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
16 of Solano, Honorable Paul Berman, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 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 Barajas 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 February 17, 2021, Plaintiff filed the instant putative class action complaint. *See*
2 After exhausting her administrative requirements under the PAGA, Plaintiff filed a First Amended
3 Class and Representative Action Complaint on June 17, 2021 adding one cause of action for civil
4 penalties under the PAGA. On September 12, 2022, Plaintiff submitted to the LWDA a supplemental
5 letter alleging additional claims against Defendant and expressing her intent to further amend the
6 operative complaint in the Action to seek civil penalties for these additional claims. On October 17,
7 2022, pursuant to a September 27, 2022 Order from the Court, Plaintiff filed a Second Amended
8 Complaint, the operative complaint in the action, alleging the following claims: (i) failure to provide
9 meal periods; (ii) failure to authorize and permit rest periods; (iii) failure to provide accurate, itemized
10 wage statements; (iv) failure to timely pay all wages upon termination; (v) failure to pay all minimum
11 wages; (vi) failure to pay all overtime wages; (vii) failure to reimburse necessary business expenses;
12 (viii) unfair competition; and (ix) violations of the PAGA.

13 11. After agreeing to participate in mediation, Defendant informally produced time records
14 and payroll data for the putative class as well as its wage and hour policies and other relevant documents
15 and information relevant to the claims alleged in advance of mediation. Plaintiff conducted an analysis
16 of the payroll data and time records produced by Defendant. After the detailed review of the payroll
17 and time records and other documents and policies produced by Defendant, Class Counsel drew on their
18 extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case.

19 12. On May 6, 2022, after extensive research and analysis, including a detailed analysis of
20 Defendant's potential exposure by Plaintiff, a mediation was held with Mark J. Keppler, a well-
21 respected wage and hour class action mediator. During mediation, the Parties vigorously debated their
22 opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the
23 claims and defenses, as well as the legal basis for the claims and defenses. The Parties also discussed
24 Defendant's financial condition considering it had not been in operation (and sold its assets) as of
25 September 27, 2020. *Id.* The Parties were unable to reach a settlement at mediation. After the Parties'
26 unsuccessful mediation, Ready Roast produced information and records regarding its financial
27 condition. *Id.* As a result of the foregoing, Plaintiff's counsel confirmed that Ready Roast's
28 representations regarding its financial condition and ability to pay issues were supported by the financial

documents and other information provided by Ready Roast during mediation and further settlement discussions. *Id.* Ultimately, after months of further settlement negotiations, the Parties agreed in principle on a class-wide resolution. *Id.* Thereafter, in the weeks that followed, the Parties signed the Settlement. Additionally, as part of the agreement, Ready Roast provided a declaration, which was filed with Plaintiff's Motion for Preliminary Approval, verifying under oath and confirming its representations concerning its financial condition.

13. Plaintiff filed the Settlement to the Court with her Motion for Preliminary Approval on February 7, 2023. On March 3, 2023, the Court granted preliminary approval of the class action settlement, approving the Amended Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the March 3, 2023 Order Granting Preliminary Approval.

14. According to Ready Roast, there are 446 total Settlement Class members defined as: "All former non-exempt employees of Defendant Ready Roast Nut Company, L.L.C. who worked for Defendant at any time in California during the period of August 23, 2016 through September 27, 2020."

15. The proposed PAGA Employees is defined as "former non-exempt employees of Defendant Ready Roast Nut Company, L.L.C. who worked for Defendant at any time in California during the period of February 17, 2020 through September 27, 2020."

16. Plaintiff's primary claims are: (i) failure to provide meal periods; (ii) failure to authorize and permit rest periods; (iii) failure to provide accurate, itemized wage statements; (iv) failure to timely pay all wages upon termination; (v) failure to pay all minimum wages; (vi) failure to pay all overtime wages; (vii) failure to reimburse necessary business expenses; (viii) unfair competition; and (ix) violations of the PAGA.

17. As explained in detail in the Motion for Preliminary Approval, Plaintiff alleges that she and Settlement Class members were not fully compensated for all of their time worked. Plaintiff alleges she would spend approximately 5 minutes before her scheduled start time putting on her protective gear and approximately 5 minutes after her scheduled end time taking off her protective gear. Despite being under Ready Roast's direction and control during these times, Plaintiff alleges Ready Roast required employees to don/doff off-the-clock. As a result of Defendant's failure to properly track the time worked by Plaintiff and other non-exempt employees, Plaintiff contends that

1 Defendant failed to pay Plaintiff and other non-exempt employees for all minimum and overtime wages
2 owed.

3 18. Ready Roast contends that it compensated Settlement Class members for all of their
4 time worked and any unpaid time was *de minimis* and therefore non-compensable. Ready Roast further
5 asserts that Plaintiff would be unable to certify an off the clock class given the individualized inquiries
6 that would be required. Further, Ready Roast contends that Plaintiff's assessment of the claim at the
7 overtime rate is incorrect.

8 19. Plaintiff alleges that she and Settlement Class Members were not provided with all
9 legally-required meal periods in compliance with California law due to Defendant's unlawful meal
10 period policies/practices. Due to Plaintiff's job duties, Plaintiff was often prevented from taking meal
11 periods that commenced before the end of the 5th hour of work and/or which were at least 30 minutes
12 in length. Specifically, Plaintiff alleges that Ready Roast had a policy of requiring its employees to
13 clock out/in for their meal periods, even when they could not actually take them. As such, the reliability
14 and accuracy of the timesheets are questionable.

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

24 21. Plaintiff alleges that she and other Settlement Class Members were not authorized and
25 permitted to take all required rest periods due to Ready Roast's rest period policies/practices which fail
26 to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
27 Specifically, Plaintiff alleges she worked shifts in excess of 3.5 hours, but was not authorized or
28

1 permitted to take a ten-minute paid rest period for every four (4) hour period worked, or *major fraction*
2 *thereof* as a result of the work demands imposed by Defendant. In addition, Defendant's policy and
3 practice required employees to remain on the work premises during rest periods, failing to relinquish
4 all control of employees and restricting their movement during required rest periods, and thereby failed
5 to authorize and permit off-duty rest periods.

6 22. Ready Roast contends it has always maintained and enforced lawful rest period policies
7 and practices, and that Settlement Class Members were authorized and permitted to take all off-duty
8 rest periods in compliance with California law. Ready Roast argues that Plaintiff's rest period claims
9 are inherently unsuited for class treatment as it requires an individualized inquiry into whether each
10 Settlement Class member was in fact authorized and permitted to take a compliant rest period, which
11 would devolve into an unmanageable series of mini-trials.

12 23. Plaintiff alleges that Ready Roast failed to reimburse her and Settlement Class members
13 for necessary business expenditures, including the use of their personal cellular phones for work
14 purposes, as required under Labor Code section 2802. Plaintiff contends that Ready Roast also
15 required her and other non-exempt employees to spend about \$60.00 on protective shoes and did not
16 reimburse them.

17 24. Ready Roast contends that any purportedly necessary expenses incurred by employees
18 were minimal. Ready Roast also argues that this claim is not suitable for class treatment, it maintained
19 a lawful expense reimbursement policy, Plaintiff did not submit a request to be reimbursed, and
20 individualized determinations would be required as to how often each employee used their personal
21 cellular phone and/or replaced their protective shoes.

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

1 26. Ready Roast argued that meal and rest period claims could not support a claim for wage
2 statement penalties. Ready Roast further argues that its alleged wage statement violations could not
3 be shown to be “knowing and intentional,” and that Plaintiff cannot show that she or any other
4 employee “suffer[ed] injury” as a result of the alleged wage statement violations, as required by Lab.
5 Code § 226(e) for imposition of penalties. Further, since Ready Roast sold and closed its operations
6 on September 27, 2020, it contended that the liability period for the wage statement claim was
7 substantially truncated.

8 27. Plaintiff alleges that Ready Roast is also liable for waiting time penalties under Labor
9 Code section 203 as a result of its failure to pay all wages upon separation of employment.

10 28. Ready Roast asserts it has strong defenses to the waiting time claim because there exist
11 good-faith disputes as to Plaintiff’s underlying claims, precluding imposition of penalties.

12 29. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
13 Labor Code violations.

14 30. Ready Roast Ready Roast argues that Plaintiff’s PAGA claim will fail for the same
15 reasons that her underlying claims will fail. Ready Roast also maintains that, given its good faith
16 defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were
17 to find Ready Roast liable for any of Plaintiff’s claims. Further, since Ready Roast sold and closed its
18 operations on September 27, 2020, it contended that the liability period for the wage statement claim
19 was substantially truncated.

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

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

24 33. My law firm’s and co-counsel’s work on this case includes, but is not limited to:
25 conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research, reviewing
26 Defendant’s documents and policies, analyzing Settlement Class Members’ timekeeping data and
27 payroll records, preparing for and attending mediation, reviewing Ready Roast’s financials, engaging
28

1 in months of direct negotiations, negotiating and revising the long-form Settlement, preparing this
2 Motion, and otherwise litigating the case.

3 34. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm
4 dedicated substantial resources to this litigation, including expending a total of \$8,323.55, in actual
5 costs, have devoted substantial time to this litigation and expect to incur approximately \$450 in future
6 costs for filing the instant motion, filing the final declaration regarding distribution of settlement,
7 service and messenger fees, postage fees, costs for future appearances. A true and correct copy of my
8 firm's and Haines Law Group's costs summary in this matter is attached hereto as **Exhibit B**.

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

16 36. Given the considerable potential for adverse outcomes in this case, including, but not
17 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
18 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also
19 other practical challenges. There was a real risk that my firm and co-counsel's firm would not be
20 compensated for our work, because our firms handled this matter on a purely contingent basis. Thus,
21 Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover
22 attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final
23 approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over
24 two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful.
25 Moreover, as discussed above, Class Counsel has advanced \$8,773.55 in litigation costs on a
26 contingency basis, which also carried risk because Class Counsel would not recoup its costs in the
27 event Plaintiff did not prevail in this lawsuit.

37. In this case, Class Counsel have a lodestar of \$152,067.50 which is significantly more than the \$108,333.33 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 (25 th Year Attorney)	\$750	81.4	\$61,050
Elizabeth Nguyen (17 th Year Attorney)	\$650	50.4	\$37,760
Paul K. Haines (16th Year Attorney)	\$675	25.7	\$17,347.50
Milan Moore (7th Year Attorney)	\$450	72.1	\$32,445
Paralegals	\$175	19.8	\$3,465
Total Lodestar			\$152,067.50

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

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

42. Plaintiff served the proposed Settlement Agreement on the California Labor & Workforce Development Agency ("LWDA") on February 7, 2023, the same date as she filed his

1 Motion for Preliminary Approval. A true and correct copy of the email generated by the LWDA
2 website after Plaintiff submitted the Settlement Agreement to the LWDA is attached hereto as **Exhibit**
3 **D.**

4 43. Plaintiff served the Order Granting Preliminary Approval on the LWDA on March 8,
5 2023. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted
6 the order Granting Preliminary Approval to the LWDA is attached hereto as **Exhibit E.**

7 44. Plaintiff has provided written approval of the split of attorneys' fees in this action.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed on July 13, 2023, at El Segundo, California.

10
11 
12 Scott M. Lidman

EXHIBIT A

EXHIBIT A

Electronically Submitted on 02/7/23 11:54 AM

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

Attorneys for Plaintiff
MAGALI MARTINEZ

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

Attorneys for Plaintiff
MAGALI MARTINEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA**

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

Plaintiff,

vs.

READY ROAST NUT COMPANY, L.L.C., a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: MCV084692

*[Assigned for All Purposes to Hon. Katherine
Rigby, Dept. 45]*

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

Date: March 3, 2023
Time: 9:00 a.m.
Dept.: 45

FILED
Superior Court of California,
County of Madera
03/03/2023
Adrienne Calip / Clerk of Court
By: Beatriz Tavera, Deputy Clerk

1 The Motion of Plaintiff Magali Martinez (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement (“Motion”) came on regularly for hearing before this Court on March 3, 2023
3 at 9:00 a.m. in Department 45. The Court, having considered the proposed Stipulation of Class
4 Action and PAGA Settlement (the “Settlement”), attached as **Exhibit 1** to the Declaration of Scott
5 M. Lidman filed concurrently with the Motion; having considered Plaintiff’s Motion,
6 Memorandum of Points and Authorities in support thereof, and supporting declarations filed
7 therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All former non-exempt employees of Defendant Ready Roast Nut
16 Company, L.L.C. who worked for Defendant at any time in California
17 during the period of August 23, 2016 through September 27, 2020.

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

21 3. The Court designates Phoenix Settlement Administrators (“Phoenix”) as the third-
22 party Settlement Administrator for mailing notices.

23 4. The Court approves, as to form and content, the Notice of Pendency of Class
24 Action and Proposed Settlement and Notice of Individual Settlement Award attached to the
25 Settlement as **Exhibit A**.

26 5. The Court finds that the form of notice to the Settlement Class regarding the
27 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
28

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

6. The Court further approves the procedures for Settlement Class members to opt out of or object to the Settlement, as set forth in the Notice of Pendency of Class Action and Proposed Settlement.

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

8. The Court directs the Settlement Administrator to mail the Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual Settlement Award to all of the Class members in accordance with the terms of the Settlement.

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

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 45 of this Court, located at 200 South "G" Street, Madera, California 93637 on August 7, 2023 at 8:30 a.m./~~p.m.~~

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

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

13. An implementation schedule is below:

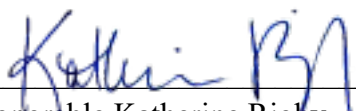
Event	Date
Defendant to provide Class Data to Settlement Administrator	15 calendar days after the Court enters an order granting preliminary approval.
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing
Final Fairness Hearing:	August 7, 2023

15. 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.

16. 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: March 3, 2023


Honorable Katherine Rigby
Judge of the Superior Court

The electronic signature and seal on this document have the same validity and legal force and effect as an original signature and court seal. California Government Code §68150(g).

EXHIBIT B

EXHIBIT B

Expense Summary
Magali Martinez v. Ready Roast Nut Company, L.L.C.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$3,750.00
Filing, Service and Messenger Fees	\$3,401.67
CourtCall Expenses	\$802.00
Copying Costs	\$283.50
Postage Costs	\$70.57
Legal Research	\$15.81
Anticipated Costs for filing the Final Approval motion, court appearances, filing the final distribution declaration, service fees, copying and postage	\$450.00
TOTAL:	\$8,773.55

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

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

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

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

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT D

EXHIBIT D

From: [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, February 7, 2023 9:44:59 AM

02/07/2023 09:44:17 AM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

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

[Search for PAGA Case number](#)

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

Your Information (Person Who is Filing)

Your First Name * 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 * Court Case Number * Hearing Date (if any) Hearing Time

Hearing Location Number of aggrieved employees * Gross settlement amount * Gross penalty amount *

Penalties to LWDA * Date of proposed settlement *

Proposed Settlement and Other Documents

Proposed Settlement * 2022-12-27 ... executed.pdf

Other Attachment (if any) 2023-02-07 ...l) - tables.pdf

Other Attachment (if any) 2023-02-07 ... PA (final).pdf

[Remove](#)

Other Attachment (if any) 2023-02-07 ... PA (final).pdf

[Remove](#)

Other Attachment (if any)

2023-02-07 ... PA (final).pdf

[Remove](#)

Other Attachment (if any)

2023-02-07 ...ec ISO PA.pdf

[Remove](#)

Other Attachment (if any)

2023-02-07 ...n - signed.pdf

[Remove](#)

Other Attachment (if any)

2023-02-07 ... PA (final).pdf

[Remove](#)

Other Attachment (if any)

2023-01-20 ...t - Signed.pdf

[Remove](#)

Other Attachment (if any)

2023-02-07 ...PA Motion.pdf

[Remove](#)

[Add Another Attachment](#)

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

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

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

EXHIBIT E

EXHIBIT E

From: [DIR PAGA Unit](#)
To: [Gladys Beltran](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Wednesday, March 08, 2023 9:53:37 AM

03/08/2023 09:53:17 AM

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

Item submitted: Court Order or Judgment

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



Private Attorneys General Act (PAGA) – Filing

Court Order or Judgment in PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Scott

Your Last Name *

Lidman

Your Email Address *

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

Magali Martinez v. Ready F

Plaintiff Name

Magali Martinez

Order or Judgment Details

Date Court order signed by Judge *

3/3/2023

Gross settlement amount *

325000

Gross penalties *

10000

Penalties to LWDA *

7500

Fee award *

108,333.33

Court Order.Judgment File and Other Files

Court Order or Judgment *

Choose File 2023-03-03 ...ranting PA.pdf

Other Attachment

Choose File 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.

Previous Page

Submit