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

ANDRES PAYAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AIRCRAFT COMPONENT REPAIR, INC. a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV04846

*[Assigned for all purposes to the Hon. David S.
Cunningham, Dept. SSC-11]*

**DECLARATION OF ELIZABETH
NGUYEN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S INCENTIVE
PAYMENT, AND ATTORNEYS' FEES
AND COSTS**

Date: September 7, 2022
Time: 9:00 a.m.
Dept.: SSC-11

FAC filed: June 23, 2021
Complaint filed: February 5, 2021

1 I, ELIZABETH NGUYEN, declare as follows:

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

7 2. I am a 2005 graduate of Loyola Law School. During law school, I worked as an extern for
8 the Honorable Erithe A. Smith, U.S. Bankruptcy Court for the Central District of California. During law
9 school, I also worked as a law clerk in the Enforcement Unit of the Office of the Chief Trial Counsel for
10 the State Bar of California.

11 3. Since graduating from law school, my practice has focused almost exclusively on
12 employment litigation. In October 2007, I began working as an associate attorney at the international law
13 firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the “largest
14 law firm in the world exclusively devoted to representing management in employment, employee benefits
15 and labor law matters.”

16 4. In June 2012, I left Littler Mendelson to work at the Los Angeles office of Reed Smith
17 LLP. During my employment at Reed Smith, I worked exclusively in the labor and employment practice
18 group. In June 2013, I returned to Littler Mendelson as an associate attorney, was promoted to Shareholder
19 in 2015, and was elevated to participating Shareholder in 2017. Since October 2007, my practice has been
20 and continues to be exclusively labor and employment law, with a strong emphasis on wage and hour
21 class actions venued in both state and federal courts. During this time period and my legal career in
22 general, I also worked on a number of single and multi-plaintiff wage and hour matters as well. During
23 my employment at Littler Mendelson, I was a member of its Class Action Practice Group.

24 5. During my employment at Littler Mendelson, I played a significant role in the class actions
25 that I was staffed on, and was primarily responsible for managing the litigation both in my role as a Senior
26 Associate and as a Shareholder. In particular, I received a wide-array of wage and hour class action
27 experience performing the following types of tasks: drafting demurrers, motions to strike and/or dismiss;
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1 removing actions from state court to federal court; drafting and responding to written discovery; drafting
2 and opposing discovery related motions; arguing discovery related motions; drafting motions to
3 consolidate related matters; interviewing putative class members and obtaining declarations in connection
4 with class certification; drafting oppositions to motions for class certification; conducting exposure
5 analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class
6 certification and potential damages resulting from such claims; drafting mediation briefs; serving as the
7 primary contact to in-house counsel; deposing named plaintiffs and putative class members; deposing
8 retained expert witnesses; and defending the depositions of corporate witnesses. I also was involved in
9 the negotiations and settlements of many large wage and hour class actions. In short, I played an integral
10 role in all aspects of litigation from the inception of a matter through and beyond class certification. I also
11 supervised the work of several associate attorneys who were staffed on the same wage and hour class
12 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 an Associate and/or Shareholder at Littler
15 Mendelson:

- 16 ► *Branch v. PM Realty Group, Inc.* Case No. BC575759, Los Angeles Superior
17 Court, County of Los Angeles, Honorable Ann Jones, presiding.
- 18 ► *Herrera v. Pharmavite, LLC*, Case No. BC599201, Los Angeles Superior Court,
19 County of Los Angeles, Honorable Judge Carolyn Kuhl, presiding.
- 20 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
21 States District Court, Central District of California, Honorable Judge Percy
22 Anderson, presiding.
- 23 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
24 States District Court, Central District of California, Honorable Judge Percy
25 Anderson, presiding.

- 1 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
2 Superior Court, County of Los Angeles, Honorable Judge Jane Johnson, presiding.¹
- 3 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
4 Superior Court, County of Orange, Honorable Judge Thierry Patrick Colaw,
5 presiding.
- 6 ► *Page v. Luxottica Retail North America, Inc.*, Case No. FCS041512, California
7 Superior Court, County of Solano, Honorable Judge Paul Berman, presiding.
- 8 ► *Parker v. FedEx National LTL, Inc.*, Case No. 11-CV-006380-DSF-FFM, United
9 States District Court, Central District of California, Honorable Judge Dale Fischer,
10 presiding.
- 11 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
12 States District Court, Central District of California, Honorable Judge Margaret
13 Morrow, presiding.
- 14 ► *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
15 District Court, Central District of California, Honorable Judge Margaret Morrow,
16 presiding.
- 17 ► *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
18 California Superior Court, County of San Diego, Honorable Judge Jeffrey B.
19 Barton, presiding.
- 20 ► *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
21 Court, County of Santa Clara.
- 22 ► *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
23 County of Los Angeles, Honorable Judge Terry Green, presiding.
- 24 ► *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
25 Court, County of San Francisco.
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28 ¹ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

1 ▶ *Robertson v. FedEx National LTL, Inc.*, Case No. 09-CV-05016-DSF-FFM, United
2 States District Court, Central District of California, Honorable Judge Dale Fischer,
3 presiding.

4 ▶ *Wittman v. FedEx National LTL, Inc.*, Case No. 09-CV-03663-DSF-FFM, United
5 States District Court, Central District of California, Honorable Judge Dale Fischer,
6 presiding.

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

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

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

4 10. Defendant Aircraft Component Repair, Inc. (hereinafter “ACR” or “Defendant”) is a
5 manufacturer of automotive exhaust systems. On February 5, 2021, Plaintiff filed a putative class action
6 complaint against ACR in Los Angeles County Superior Court. On February 8, 2021, Plaintiff submitted
7 a letter to the California Labor & Workforce Development Agency (“LWDA”) and ACR of his intention
8 of filing a PAGA claim based on the labor code violations as alleged in his complaint. Therefore, on
9 June 23, 2021, after exhausting his administrative remedies, Plaintiff filed a First Amended Class
10 Complaint adding a cause of action for civil penalties under the PAGA. In the FAC, Plaintiff alleges that
11 Defendant: (1) failed to pay all overtime wages owed; (2) failed to pay all minimum wages owed; (3)
12 failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required
13 rest periods; (5) failed to pay all final wages upon separation of employment; (6) failed to provide
14 accurate itemized wage statements; (7) engaged in unlawful business practices; and (8) is liable for civil
15 penalties under the PAGA.

16 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories
17 of liability are related to Defendant’s alleged failure to pay for all time worked and failure to provide
18 Settlement Class Members all legally compliant duty-free meal and rest periods. Specifically, Plaintiff
19 alleges that he and Settlement Class members were not fully compensated for all of their time worked.
20 Plaintiff alleges ACR would keep track of his hours and the hours of the other non-exempt employees,
21 and would unlawfully shave their work time and/or round their work time such that they would not be
22 fully paid for all time worked. Plaintiff also alleges that this time shaving and/or rounding practice
23 utilized by ACR was not-even handed over time and would almost exclusively round and shave in ACR’s
24 favor such that the employees were routinely underpaid for their time worked.

25 12. ACR contends that it compensated Settlement Class members for all of their time worked.
26 ACR also contends that its rounding practices were lawful, and any unpaid time was *de minimis* and
27 therefore non-compensable. ACR further asserts that Plaintiff would be unable to certify a rounding class
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1 given the individualized inquiries that would be required, and also that ACR rounding mechanism was,
2 according to it, allegedly facially neutral.

3 13. Plaintiff alleges that ACR failed to include the payment of quarterly production bonuses
4 to Plaintiff and Settlement Class members in the regular rate of pay when overtime was paid, resulting in
5 a systematic underpayment of overtime wages.

6 14. ACR contends that Settlement Class members received all overtime wages to which they
7 were entitled. ACR further counters that any bonuses to putative class members during the relevant time
8 period were discretionary and did not need to be included in the regular rate of pay for overtime purposes.

9 15. Plaintiff alleges that he and Settlement Class members were not provided with all legally-
10 compliant first meal periods beginning before the end of the fifth hour of work. Specifically, Plaintiff
11 alleges that during the relevant time period, ACR did not record meal periods and would unlawfully deduct
12 thirty (30) minutes of work time for purported meal periods whether they were taken or not, and whether
13 they were less than 30 minutes or not. Further, for the 5% of the timekeeping data in which ACR kept track
14 of meal periods, the records showed that in approximately 78% of the meal-enabling shifts, there was either
15 a late, short, or missed meal period.

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

25 17. Plaintiff alleges that he and Settlement Class members were also not authorized and
26 permitted to take all required rest periods due to ACR’s rest period policies and practices that fail to
27 authorize and permit all rest periods for every four hours worked, *or major fraction thereof*. Specifically,
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1 Plaintiff alleges that ACR failed to authorize and permit Plaintiff and other non-exempt employees to take
2 third rest period when they worked shifts in excess of 10.0 hours.

3 18. ACR contends it has always maintained and enforced lawful rest period policies and
4 practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
5 periods in compliance with California law. Further, ACR argues that Plaintiff's rest period claim is
6 inherently unsuited for class treatment as it requires an individualized inquiry into whether each
7 Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which
8 would devolve into an unmanageable series of mini-trials.

9 19. Plaintiff further alleges that ACR issued inaccurate wage statements in violation of Labor
10 Code § 226 as a result of the alleged unpaid minimum wages, overtime wages, and meal and rest period
11 premium wages described above. Specifically, Plaintiff contends that this conduct violated Labor Code
12 § 226(a) because the wage statements issued to Settlement Class Members did not include all hours
13 worked and the rate at which they were being paid. Plaintiff's data analysis reflected that there were
14 approximately 1,349 wage statements issued during the relevant time period.

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

20 21. Plaintiff alleges that ACR is also liable for waiting time penalties under Labor Code section
21 203 as a result of its failure to pay all wages. Based on the data provided by ACR, there were approximately
22 17 Settlement Class members who have separated their employment with ACR during the relevant time
23 period who could be entitled to waiting time penalties.

24 22. ACR asserts it has strong defenses to the waiting time claim because there exist good-faith
25 disputes as to Plaintiff's underlying claims, precluding imposition of penalties.

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

1 24. ACR argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying
2 claims will fail. ACR also maintains that, given its good faith defenses, this Court would exercise its
3 discretion to substantially reduce any PAGA penalties if it were to find ACR liable for any of Plaintiff's
4 claims.

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

11 26. After agreeing to participate in early mediation, ACR informally produced time records and
12 payroll data for the each and every putative class member for a randomly selected 18 pay periods during
13 the relevant time period, as well as its wage and hour policies and other relevant documents and
14 information relevant to the claims alleged in advance of mediation. After the detailed review of the payroll
15 and time records and other documents and policies produced by ACR, Class Counsel drew on their
16 extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This
17 discovery allowed the parties to assess the merits and value of Plaintiff's claims and ACR's defenses
18 thereto, if a settlement could not be reached.

19 27. On October 26, 2021, after extensive research and analysis, a mediation was held with
20 Steven G. Mehta, a well-respected wage and hour class action mediator. During mediation, the parties
21 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and
22 the legal basis for the claims and defenses. Ultimately, the parties agreed in principle on a class-wide
23 resolution. In the weeks that followed, the parties finalized the terms of settlement and executed the
24 Stipulation of Settlement ("Settlement").

25 28. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for
26 Preliminary Approval on January 19, 2022. On March 18, 2022, the Court issued its tentative ruling to
27 grant Plaintiff's Motion for Preliminary Approval contingent upon the Parties making certain changes to
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1 the Settlement and continued the hearing to April 6, 2022. On March 22, 2022, Plaintiff filed the Parties'
2 Addendum to Stipulation of Settlement and his supplemental briefing in support of his Motion for
3 Preliminary Approval addressing the issues identified in the Court's tentative ruling. On April 6, 2022,
4 the Court issued a Minute Order Granting Preliminary Approval of the Settlement. Attached hereto as
5 **Exhibit A** is a true and correct copy of the Minute Order Granting Preliminary Approval. Subsequently,
6 on July 15, 2022, after receiving notification from the Court, Plaintiff filed a Second Amended Order
7 Granting Preliminary Approval that included the itemization of the Gross Settlement Amount. The Court
8 later signed it on July 19, 2022. Attached hereto as **Exhibit B** is a true and correct copy of the Second
9 Amended Order Granting Preliminary Approval.

10 29. The Settlement Class encompasses "all current and former non-exempt, hourly employees
11 of Defendant Aircraft Component Repair, Inc. who worked at any time in California between February 5,
12 2017 and April 6, 2022."

13 30. After disbursement, Settlement Class Members will have 180 days to cash their checks.
14 Funds remaining unclaimed will be transferred to the California State Controller's Office – Unclaimed
15 Property Fund in the name of the corresponding Settlement Class Member(s).

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

18 32. My law firm's and co-counsel's work on this case includes, but is not limited to:
19 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
20 Defendant's documents and policies, analyzing Settlement Class Members' timekeeping data and payroll
21 records, preparing for and attending mediation, negotiating and revising the long-form Settlement
22 Agreement, preparing the Addendum to Stipulation of Settlement, preparing the Motions for Preliminary
23 and Final Approval, overseeing the settlement administration process, communicating with Settlement
24 Class Members, and otherwise litigating this case.

25 33. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over
26 one year without receiving any compensation to date. To date, my law firm and co-counsel's firm, Haines
27 Law Group, APC have incurred \$9,554.05 in actual costs and have devoted substantial time to this
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1 litigation and expect to incur approximately \$2,000.00 in future costs for filing the instant motion, filing
2 the final declaration regarding distribution of settlement, Case Anywhere fees for approximately seven
3 quarters following final approval until case closure which alone is estimated to be \$1,806, service and
4 messenger fees, postage fees, and/or court costs for future court appearances, for a total of \$11,554.05 in
5 costs. Attached hereto as **Exhibit C** is an Expense Summary reflecting these costs, which include but
6 are not limited to: filing fees, messenger fees, service fees, copying costs, mediation fees, and postage.

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

13 35. Given the considerable potential for adverse outcomes in this case, including, but not
14 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
15 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other
16 practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated
17 for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not
18 responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if
19 Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in
20 this matter, my firm and co-counsel firm will have litigated this case for well over two years with no
21 payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed
22 above, Class Counsel has advanced a total of \$9,554.05 (and anticipate incurring an additional \$2,000.00
23 in hard costs in connection with Case Anywhere fees, filing the motion for final approval and attending
24 the hearing on the motion for final approval and related tasks) for a total of \$11,554.05 in litigation costs
25 on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the
26 event Plaintiff did not prevail in this lawsuit.

27 36. In this case, Class Counsel have a lodestar of **\$141,522.50** which 2.03 times more than the
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\$69,700 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/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (24th Year Attorney)	\$750	41.6	31,200.00
Elizabeth Nguyen (16th Year Attorney)	\$650	78.8	51,220.00
Paul K. Haines (15th Year Attorney)	\$675	19.9	13,432.50
Milan Moore (6th Year Attorney)	\$450	92.7	41,715.00
Paralegals	\$175	22.6	3,995.00
Total Lodestar			141,522.50

37. My proposed hourly rate of \$650, Mr. Lidman's proposed hourly rate of \$750, Mr. Haines' proposed hourly rate of \$675, and Ms. Moore's proposed hourly rate of \$450 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit D**. Based on the *Laffey* Matrix, the hourly rate for a 23rd year attorney is \$914, the hourly rate for a 16th year attorney is \$759, and the hourly rate for a 6th year attorney is \$465.

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

1 recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award
2 of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716,
3 December 26, 2000) (33-13% of the settlement)

4 39. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the
5 common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No.
6 RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust*
7 *Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, *Los Angeles Sup. Ct.*, Nov. 19, 1990,
8 Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No.
9 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105
10 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-
11 56886 (40%).

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

19 41. The requested service award to Plaintiff of \$5,000.00 is also reasonable. Plaintiff took on
20 significant risks, including the risk that he could be liable for ACR's costs if this case was unsuccessful.
21 Plaintiff also was integral in the prosecution of this action, by, among other things, gathering documents
22 for use in this lawsuit, providing factual information to my firm regarding his claims, and working with
23 Class Counsel on the to prepare for mediation and discuss the case, the merits, the defenses, and the
24 settlement reached. Further, Plaintiff put his future employment prospects at risk by becoming a named
25 Plaintiff in a representee action since the lawsuit is public record and may become known to prospective
26 employers when evaluating him for employment. Additionally, Plaintiff agreed to a general release and
27 a 1542 waiver.

1 42. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
2 Workforce Development Agency (“LWDA”) via its website on January 19, 2022 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 E**. On March 22, 2022, Plaintiff submitted the proposed Addendum on the LWDA via
5 its website. A true and correct copy of the proof of service is attached hereto as **Exhibit F**. On July 26,
6 2022, Plaintiff submitted a copy of the Order granting preliminary approval on the LWDA via its website.
7 A true and correct copy of the proof of service is attached hereto as **Exhibit G**.

8 43. As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to
9 Settlement Class members, the final judgment entered by the Court and any changes to the Final Approval
10 hearing date or location will be posted on the Settlement Administrator’s website at
11 www.Simpluris.com/Case-Information.

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

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

18 Executed on August 12, 2022, at El Segundo, California.

19 
20 _____
21 Elizabeth Nguyen

EXHIBIT A

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 11

21STCV04846

**ANDRES PAYAN vs AIRCRAFT COMPONENT REPAIR,
INC.**

April 6, 2022

1:45 PM

Judge: Honorable David S. Cunningham

Judicial Assistant: T. Lewis

Courtroom Assistant: C. Concepcion

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): Chad D. Bernard via LACC (Telephonic)

Other Appearance Notes: For Plaintiff: Elizabeth Nguyen (Telephonic) via LACC

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

The matter is called for hearing.

The Court has reviewed the motion for preliminary approval of settlement and the Supplemental Declaration of Elizabeth Nguyen in Support of Motion for Preliminary Approval of Class Action Settlement filed 03/22/2022.

The Motion for Preliminary Approval of Settlement filed by Andres Payan on 01/19/2022 is Granted.

The Deadline for Serving Notices to Class Members is May 6, 2022.

The Deadline for Objecting or Opting Out is July 5, 2022.

Hearing on Motion for Final Approval of Settlement is scheduled for 09/07/2022 at 09:00 AM in Department 11 at Spring Street Courthouse.

Plaintiff is to give notice.

EXHIBIT B

EXHIBIT B

FILED
Superior Court of California
County of Los Angeles

07/19/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: T. Lewis Deputy

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)

slidman@lidmanlaw.com

Elizabeth Nguyen (SBN 238571)

enguyen@lidmanlaw.com

Milan Moore (SBN 308095)

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2155 Campus Drive, Suite 150

El Segundo, California 90245

Tel: (424) 322-4772

Fax: (424) 322-4775

Attorneys for Plaintiff

ANDRES PAYAN

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

ANDRES PAYAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANDRES PAYAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AIRCRAFT COMPONENT REPAIR, INC. a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV04846

*[Assigned for all purposes to the Hon. David
S. Cunningham, Dept. SSC-11]*

**[SECOND AMENDED ~~PROPOSED~~
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 6, 2022

Time: 10:00 a.m.

Dept.: SSC-11

FAC filed: June 23, 2021

Complaint filed: February 5, 2021

1 The Motion of Plaintiff Andres Payan (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on April 6, 2022 at 10:00 a.m. The
3 Court, having considered the proposed Stipulation of Settlement, attached as Exhibit 2 to the
4 Declaration of Elizabeth Nguyen filed on January 19, 2022 and the Addendum to Stipulation of
5 Settlement attached as Exhibit 1 to the Supplemental Declaration of Elizabeth Nguyen in Support of
6 Motion for Preliminary Approval of Class Action Settlement filed concurrently herewith (the
7 Stipulation of Settlement and Addendum to Stipulation of Settlement shall be referred to collectively
8 as the “Settlement”); having considered Plaintiff’s Motion for Preliminary Approval of Class Action
9 Settlement, Memorandum of Points and Authorities in support thereof, and supporting declarations
10 filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

18 All current and former non-exempt, hourly employees of Defendant
19 Aircraft Component Repair, Inc. who worked at any time in California
between February 5, 2017 and April 6, 2022.

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

23 3. The Court designates Simpluris as the third-party Settlement Administrator for mailing
24 notices.

25 4. The Court preliminarily approves the following amounts to be deducted from the Gross
26 Settlement Amount (“GSA”) of \$209,100.00:

27 A. A service award in an amount not to exceed \$5,000.00 for Plaintiff Andres Payan.

1 B. Attorneys' fees in an amount not to exceed \$69,700.00 (up to 1/3 of the GSA) and
2 litigation costs of up to \$15,000.00 for Class Counsel. Under the attorney fee-split
3 agreement, the attorneys' fees would be allocated as follows: 46.5% to Haines Law
4 Group, APC (amounting to \$32,410.50) 31% to Lidman Law, APC (amounting to
5 \$21,607.00), and 22.5% to Michael Burgis & Associates, P.C. (amounting to
6 \$15,682.50).

7 C. The Settlement Administrator fees in the amount of \$2,940.00 for the work done
8 and to be done until the completion of this matter.

9 D. California Labor Code Private Attorneys General Act ("PAGA") payment in the
10 amount of \$20,000, of which \$15,000.00 (which is 75% of the total \$20,000 PAGA
11 payment) will be payable to the California Labor & Workforce Development
12 Agency ("LWDA").

13 E. The foregoing amounts are subject to the Court's final approval at the Final
14 Fairness Hearing.

15 5. The Court approves, as to form and content, the Class Notice (which is comprised of the
16 Notice of Pendency of Class Action and Settlement and Notice of Settlement Award) which is attached
17 to the Settlement as Exhibit A.

18 6. The Court finds that the form of notice to the Settlement Class regarding the pendency of
19 the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,
20 constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient
21 notice to all members of the Settlement Class. The form and method of giving notice complies fully
22 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
23 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
24 other applicable law.

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

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

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

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

9 11. The Final Fairness Hearing on the question of whether the Settlement should be finally
10 approved as fair, reasonable, and adequate is scheduled in Department SSC-11 of this Court, located at
11 312 N. Spring Street, Los Angeles, California 90012 on September 7, 2022 at 9:00 a.m.

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

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

23 14. At the hearing on Preliminary Approval on April 6, 2022, the following deadline were
24 set.

25 //

26 //

27 //

Event	Date	Actual Date
Settlement Administrator to mail Notice Packets to Class Members	10 calendar days after receiving Class Information from Defendant	May 6, 2022
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	July 5, 2022

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: 07/19/2022, 2022



Honorable David S. Cunningham
Judge of the Superior Court

EXHIBIT C

EXHIBIT C

Expense Summary
Andres Payan v. Aircraft Component Repair, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$5,750.00
Filing, Service and Messenger Fees	\$2,209.54
Copying Costs	\$185.75
Postage Costs	\$103.76
Courtcall Expenses	\$15.00
Case Anywhere Fees through May 31, 2022	\$1,290.00
Anticipated Costs for filing the Final Approval motion, court appearances, seven quarterly Case Anywhere fees for Class Counsel through the date the final distribution declaration is filed (estimated to be \$1,806), service fees, copying and postage	\$2,000.00
TOTAL:	\$11,554.05

EXHIBIT D

EXHIBIT D

LAFFEY MATRIX

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

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

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

(D.D.C. 2017)

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

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

EXHIBIT E

EXHIBIT E

LIDMAN LAW, APC
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slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
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Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
ANDRES PAYAN

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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
ANDRES PAYAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANDRES PAYAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AIRCRAFT COMPONENT REPAIR, INC. a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV04846

*[Assigned for all purposes to the Hon. David
S. Cunningham, Dept. SSC-11]*

**SUPPLEMENTAL PROOF OF SERVICE
RE: MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

FAC filed: June 23, 2021
Complaint filed: February 5, 2021

SUPPLEMENTAL 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 January 19, 2022, I served the foregoing document(s) described as:

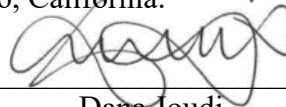
1. **STIPULATION OF SETTLEMENT**
2. **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**
3. **DECLARATION OF ELIZABETH NGUYEN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
4. **DECLARATION OF SCOTT M. LIDMAN 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 ANDRES PAYAN IN SUPPORT OF MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT**
8. **DECLARATION OF ERIC SPRINGER OF SIMPLURIS, INC. IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
9. **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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

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

(BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system under Case No. LWDA-CM-821087-21.

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



Dana Joudi

From: [FormAssembly](#) on behalf of [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, January 19, 2022 4:00:56 PM

01/19/2022 04:00:20 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

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

[Search for PAGA Case number](#)

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

Your Information (Person Who is Filing)

Your First Name *

Elizabeth

Your Last Name *

Nguyen

Your Email Address *

djoudi@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

90245

Court and Hearing Information

Court *

LASC

Court Case Number *

21STCV04846

Hearing Date (if any)

2/10/2022

Hearing Time

11 AM

Hearing Location

SSC-11, 312 N. Spring Str

Number of aggrieved employees *

14

Gross settlement amount *

209100

Gross penalty amount *

20000

Penalties to LWDA *

15000

Date of proposed settlement *

01/18/2022

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File

2022-01-18 A...executed.pdf

Other Attachment (if any)

2022-01-19 AC...n (final).pdf

[Remove](#)

Other Attachment (if any)

2022-01-19 A...A Motion.pdf

[Remove](#)

Other Attachment (if any)

2022-01-19 A...A Motion.pdf

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Other Attachment (if any)

2022-01-19 A...A Motion.pdf

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Other Attachment (if any)

2022-01-19 A...A Motion.pdf

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2022-01-19 A...A Motion.pdf

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Other Attachment (if any)

2022-01-19 A...A Motion.pdf

[Remove](#)

Other Attachment (if any)

2022-01-19 A...A Motion.pdf

[Add Another Attachment](#)

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

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

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

EXHIBIT F

EXHIBIT F

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
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Elizabeth Nguyen (SBN 238571)
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Milan Moore (SBN 308095)
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Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
ANDRES PAYAN

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

Attorneys for Plaintiff
ANDRES PAYAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANDRES PAYAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AIRCRAFT COMPONENT REPAIR, INC. a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV04846

*[Assigned for all purposes to the Hon. David S.
Cunningham, Dept. SSC-11]*

**SUPPLEMENTAL PROOF OF SERVICE
RE: MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 6, 2022
Time: 10:00 a.m.
Dept.: SSC-11

FAC filed: June 23, 2021
Complaint filed: February 5, 2021

1 **SUPPLEMENTAL PROOF OF SERVICE**

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

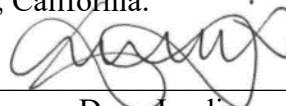
5 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
6 not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo,
7 California 90245.

8 On March 22, 2022, I served the foregoing document(s) described as:
9 **ADDENDUM TO STIPULATION OF SETTLEMENT** on the interested party(ies) in this action as
10 follows:

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

15 (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described
16 above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by
17 uploading them to the LWDA's online system under Case No. LWDA-CM-821087-21.

18 I declare under penalty of perjury under the laws of the State of California that the above is true
19 and correct. Executed on March 22, 2022, at El Segundo, California.

20 

21 Dana Joudi

From: [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, March 22, 2022 6:00:43 PM

03/22/2022 06:00:17 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : * 821087-21

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 *
Elizabeth	Nguyen	djoudi@ldmanlaw.com
Your Street Name, Number and Suite/Apt *		Your Mobile Phone Number
2155 Campus Drive, Suite		
Your City *	Your Work Phone Number	
El Segundo		
Your State *		
California		
Your Zip/Postal Code *		
90245		

Court and Hearing Information

Court *	Court Case Number *	Hearing Date (if any)	Hearing Time
LASC	21STCV04846	4/6/22	10:00 a.m.
Hearing Location	Number of aggrieved employees *	Gross settlement amount *	Gross penalty amount *
SSC-11, 312 N. Spring Str	14	209100	20000
Penalties to LWDA *	Date of proposed settlement *		
15000	03/22/2022		

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File 2022-03-22 A...executed.pdf

Other Attachment (if any)

Choose File No file chosen

[Add Another Attachment](#)

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

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EXHIBIT G

EXHIBIT G

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Attorneys for Plaintiff
ANDRES PAYAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANDRES PAYAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AIRCRAFT COMPONENT REPAIR, INC. a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV04846

*[Assigned for all purposes to the Hon. David
S. Cunningham, Dept. SSC-11]*

**PROOF OF SERVICE RE SECOND
AMENDED ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT (ON LWDA)**

FAC filed: June 23, 2021
Complaint filed: February 5, 2021

1 **PROOF OF SERVICE**

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

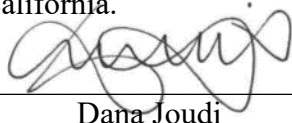
5 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
6 not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo,
7 California 90245.

8 On July 26, 2022, I served the foregoing document(s) described as:
9 **SECOND AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION**
10 **SETTLEMENT** on the interested party(ies) in this action as follows:

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

15 (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described
16 above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by
17 uploading them to the LWDA's online system under Case No. LWDA-CM-821087-21.

18 I declare under penalty of perjury under the laws of the State of California that the above is true
19 and correct. Executed on July 26, 2022, at El Segundo, California.

20 
21 Dana Joudi

From: [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Tuesday, July 26, 2022 3:02:53 PM

07/26/2022 03:02:39 PM

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

Item submitted: Court Order or Judgment

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Court Order or Judgment in PAGA case

PAGA Number (LWDA-CM-) : *

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

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Elizabeth

Your Last Name *

Nguyen

Your Email Address *

djoudi@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

90245

Court Case Name and Plaintiff Information

Court Case Name

Andres Payan v. Aircraft C

Plaintiff Name

Andres Payan

Order or Judgment Details

Date Court order signed by Judge *

07/19/2022

Gross settlement amount *

209100

Gross penalties *

20000

Penalties to LWDA *

15000

Fee award *

69700

Court Order Judgment File and Other Files

Court Order or Judgment *

2022-07-26 AC...(served).pdf

Other Attachment

No file chosen

[Add Another Attachment](#)

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