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JAIME BARAJAS

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

JAIME BARAJAS, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

SCHUMACHER CARGO LOGISTICS, INC.,  
a California corporation; and DOES 1 through  
100, inclusive,

Defendants.

Case No. 21STCV04851

*[Assigned for all purposes to the Honorable  
Lawrence P. Riff, Dept. SSC-7]*

**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: March 10, 2023  
Time: 10:00 a.m.  
Dept.: SSC-7

Action Filed: February 5, 2021  
Trial Date: None Set

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the  
3 named Plaintiff Jaime Barajas (“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  
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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 presiding<sup>1</sup>.
- 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.

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27 <sup>1</sup> 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.<sup>2</sup>
- 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.<sup>3</sup>
- 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.<sup>4</sup>
- 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.<sup>5</sup>
- 23
- 24
- 25

26           <sup>2</sup> 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           <sup>3</sup> This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

<sup>4</sup> The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

<sup>5</sup> 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 5, 2021, Plaintiff filed the instant putative class action complaint against  
2 Defendant Schumacher Cargo Logistics, Inc. (hereinafter “Schumacher” or “Defendant”). Plaintiff  
3 submitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and  
4 Schumacher of his intention of filing a PAGA claim based on the labor code violations as alleged in  
5 his complaint. Therefore, on May 7, 2021, after exhausting his administrative remedies, Plaintiff filed  
6 a First Amended Class and Representative Action Complaint adding a cause of action for civil penalties  
7 under the PAGA. To effectuate the terms of the settlement, Plaintiff submitted a supplemental letter to  
8 the LWDA on December 23, 2021 to add an underlying labor code violation for failure to provide meal  
9 periods. Plaintiff also filed a Second Amended Class and Representative Action complaint adding a  
10 cause of action for meal period violations. Subsequently, on March 7, 2022, pursuant to the Parties’  
11 stipulation and the Court granting leave, Plaintiff filed a Third Amended Class and Representative  
12 Action Complaint to add a claim for civil penalties under the PAGA for alleged meal period violations.  
13 After the Parties agreed to attend a private mediation, they exchanged information and data, and also  
14 agreed that they would exchange data and mediate additional claim for failure to provide all legally  
15 required meal periods in addition to the original claims asserted. Thus, Plaintiff’s primary  
16 claims/allegations are that Schumacher: (1) failed to pay all overtime wages owed; (2) failed to pay all  
17 minimum wages owed; (3) failed to pay all vacation wages; (4) failed to provide all legally required  
18 meal periods; (5) failed to authorize and permit all legally required rest periods; (6) failed to provide  
19 accurate, itemized wage statements; (7) failed to timely pay all wages upon termination; (8) engaged  
20 in unlawful business practices; and (9) is liable for civil penalties under the Labor Code Private  
21 Attorneys General Act of 2004 (“PAGA”).

22           11.     In advance of mediation, Schumacher produced timekeeping and payroll data, as well as  
23 its wage and hour policies and other relevant documents and information relevant to the claims alleged.  
24 Schumacher also provided necessary metrics, including without limitation, class size, number of  
25 workweeks and pay periods. After the detailed review of the documents and data produced by  
26 Schumacher, Class Counsel drew on their extensive experience in similar cases to assess the strengths  
27 and weaknesses of Plaintiff’s case. This discovery allowed the parties to assess the merits and value of  
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1 Plaintiff's claims and Schumacher's defenses thereto. Moreover, after the mediation, Schumacher  
2 provided a declaration under oath concerning the workweeks, class size, pay periods at issue. These  
3 representations will be further verified by Simpluris during the administration of the Settlement.

4 12. On December 2, 2021, a mediation was held with Jeffrey Krivis, Esq., a well-respected  
5 wage and hour class action mediator. During mediation, the parties vigorously debated their opposing  
6 legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims  
7 and defenses. Although the case did not settle at mediation, on January 12, 2022, the parties agreed on  
8 a class-wide resolution by accepting a mediator's proposal.

9 13. Plaintiff submitted the Settlement to the Court with his Motion for Preliminary  
10 Approval on April 21, 2022. On August 9, 2022, the Court granted preliminary approval of the class  
11 action settlement. Attached hereto as **Exhibit A** is a true and correct copy of the August 9, 2022 Order  
12 Granting Preliminary Approval.

13 14. According to Schumacher, there are 64 total Settlement Class members defined as: "All  
14 current and former non-exempt warehouse employees of Defendant Schumacher Cargo Logistics, Inc.  
15 who worked for Defendant Schumacher Cargo Logistics, Inc. in California at any time from February  
16 5, 2017 through August 19, 2022."

17 15. The proposed PAGA Employees is defined as "current and former non-exempt  
18 warehouse employees of Defendant Schumacher Cargo Logistics, Inc. who worked for Defendant  
19 Schumacher Cargo Logistics, Inc. in California at any time from February 5, 2020 through August 19,  
20 2022."

21 16. Plaintiff's primary claims/allegations are that Schumacher: (1) failed to pay all overtime  
22 wages owed; (2) failed to pay all minimum wages owed; (3) failed to pay all vacation wages; (4) failed  
23 to provide all legally required meal periods; (5) failed to authorize and permit all legally required rest  
24 periods; (6) failed to provide accurate, itemized wage statements; (7) failed to timely pay all wages  
25 upon termination; (8) engaged in unlawful business practices; and (9) is liable for civil penalties under  
26 the Labor Code Private Attorneys General Act of 2004 ("PAGA").  
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1           17. As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary  
2 theories of liability are related to Schumacher's alleged failure to pay Settlement Class members for  
3 all time worked and its alleged failure provide Settlement Class members all legally compliant duty-  
4 free meal and rest periods. Specifically, Plaintiff alleges that he and Settlement Class members were  
5 not fully compensated for all of their time worked. Plaintiff alleges Schumacher would unlawfully  
6 shave their work time and/or round their work time such that they would not be fully paid for all time  
7 worked. Plaintiff also alleges that this time shaving and/or rounding practice utilized by Schumacher  
8 was not-even handed over time and would almost exclusively round and shave in Schumacher's favor  
9 such that the employees were routinely underpaid for their time worked and it appeared on average to  
10 be an underpayment of approximately 30 minutes per week.

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

17           19. Plaintiff alleges that he and Settlement Class members were not paid for all of their  
18 overtime hours worked. Specifically, Plaintiff alleges that when Schumacher paid wages for hours  
19 worked in excess of 8 in a day, such wages were paid at the base hourly rate of pay rather than at an  
20 overtime rate of pay as required by California law. Moreover, Plaintiff alleges that for each pay period,  
21 Schumacher issued one wage statement for the base hourly pay, and provided to employees a separate  
22 statement identifying the amount of pay being issued for the overtime hours despite such payment  
23 being calculated at the base hourly rate of pay.

24           20. Schumacher contends it compensated Settlement Class members for all overtime hours  
25 worked at the proper overtime rate. Schumacher further asserts that Plaintiff would be unable to certify  
26 a rounding class given the individualized inquiries that would be required.

1           21.     Plaintiff alleges that at times during his employment with Schumacher, he and other  
2 non-exempt employees were paid non-discretionary bonuses (hereinafter the aforementioned forms of  
3 pay are collectively referred to as “Incentive Pay”). Plaintiff alleges that Schumacher failed, however,  
4 to include the Incentive Pay when calculating the regular rate of pay for purposes of paying Plaintiff  
5 and the other non-exempt employees’ overtime wages. Accordingly, Plaintiff contends that  
6 Schumacher did not properly calculate the regular rate of pay for Plaintiff and the other non-exempt  
7 employees, thereby causing them to be underpaid for all their required overtime wages.

8           22.     As for Plaintiff’s miscalculation of regular rate, Schumacher contends that Settlement  
9 Class members received all overtime wages to which they were entitled. Schumacher further counters  
10 that any bonuses paid to putative class members during the relevant time period were discretionary and  
11 did not need to be included in the regular rate of pay for overtime purposes.

12           23.     Plaintiff alleges that Schumacher failed to pay separated employees all of their earned,  
13 accrued, and unused Personal Time Off (“PTO”) wages at the time of their termination. Vacation  
14 pay is a form of deferred wages that cannot be forfeited, and upon an employee’s separation must be  
15 paid to him or her as wages.

16           24.     Schumacher asserts it pays all former Settlement Class members all wages owed upon  
17 the separation of employment, including all earned, accrued, and unused PTO wages. Schumacher  
18 also argues that Plaintiff’s vacation pay is inherently unsuited for class treatment as an individualized  
19 inquiry would be required to determine whether the amount of PTO owed and whether all earned,  
20 accrued, and unused PTO wages.

21           25.     Plaintiff alleges that he and Settlement Class members were not provided with all  
22 legally-compliant first meal periods beginning before the end of the fifth hour of work. Specifically,  
23 as a result of the work demands imposed by Schumacher, Plaintiff claims he was often provided with  
24 a meal period after his fifth hour of work, or a meal period less than 30 minutes, in violation of  
25 California law. Plaintiff also alleges that Schumacher did not require him and the other non-exempt  
26 employees to clock in and out for their meal periods and contends that Schumacher unlawfully  
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1 deducted thirty minutes from their work time for purported meal periods, regardless of whether or not  
2 they were taken and regardless of the length of said meal periods.

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

13         27. Plaintiff alleges that he and Settlement Class members were also not authorized and  
14 permitted to take all required rest periods due to Schumacher’s rest period policies and practices.  
15 Specifically, Plaintiff alleges that Schumacher failed to authorize and permit all rest periods for every  
16 four hours worked, *or major fraction thereof*.

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

23         29. Plaintiff further alleges that Schumacher issued inaccurate wage statements in violation  
24 of Labor Code § 226 as a result of the alleged unpaid minimum wages and overtime wages, and meal  
25 and rest period premium wages described above. Specifically, Plaintiff contends that this conduct  
26 violated Labor Code § 226(a) because the wage statements issued to Settlement Class Members did not  
27 include all hours worked and the rate at which they were being paid. Plaintiff also alleges that  
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Schumacher would at time split his hours worked into separate wage statements for the same period.

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

31. Plaintiff alleges that Schumacher is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to timely pay all wages, including minimum and overtime wages and meal and rest period premium wages, upon separation. There are approximately 16 Settlement Class members who have separated their employment with Schumacher during the relevant time period.

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

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

34. Since Plaintiff’s PAGA claim is a derivative claim based on the underlying claims, Schumacher argues that Plaintiff’s PAGA claim will fail for the same reasons that his underlying claims will fail. Schumacher also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Schumacher liable for any of Plaintiff’s claims.

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

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

37. My law firm’s and co-counsel’s work on this case includes, but is not limited to: conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research, reviewing Schumacher’s documents and policies, analyzing timekeeping data and payroll records, creating a

comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form and Amended Settlement Agreement, preparing the Motions for Preliminary and Final Approval, overseeing the settlement administration process, and otherwise litigating this case.

38. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm dedicated substantial resources to this litigation, including expending a total of \$12,685.72, in actual costs, have devoted substantial time to this litigation and expect to incur approximately \$650.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, Case Anywhere fees, service and messenger fees, postage fees, costs for future appearances. A true and correct copy of my firm's and Haines Law Group's costs summary in this matter is attached hereto as **Exhibit B**.

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

40. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over one year with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced \$13,335.72 in litigation costs on a

contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

this case, Class Counsel have a lodestar of \$167,955.00 which results in a negative multiplier of approximately 1.01 compared to the \$166,666.67 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and co-counsel's firm on this case:

| Name                                     | Rate  | Hours | Pre-Multiplier Lodestar |
|------------------------------------------|-------|-------|-------------------------|
| Scott M. Lidman<br>(22nd Year Attorney)  | \$750 | 84.3  | \$63,225.00             |
| Elizabeth Nguyen<br>(15th Year Attorney) | \$650 | 62.4  | \$40,560.00             |
| Paul K. Haines<br>(14th Year Attorney)   | \$675 | 34.7  | \$23,422.50             |
| Milan Moore<br>(5th Year Attorney)       | \$450 | 81.8  | \$36,810.00             |
| Paralegals                               | \$175 | 22.5  | \$3,937.50              |
| <b>Total Lodestar</b>                    |       |       | <b>\$167,955.00</b>     |

41. 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**.

42. 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).

43. 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%).

44. 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.

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

1 Settlement and should be finally approved.

2 46. Plaintiff served the proposed Settlement Agreement on the California Labor &  
3 Workforce Development Agency (“LWDA”) on April 21, 2022, the same date as he filed his Motion  
4 for Preliminary Approval. A true and correct copy of the email generated by the LWDA website after  
5 Plaintiff submitted the Settlement Agreement to the LWDA is attached hereto as **Exhibit D**.

6 47. After reviewing the Court’s tentative ruling regarding preliminary approval on August  
7 11, 2022, the Parties entered into an Amended Settlement. Then, on August 18, 2022, Plaintiff  
8 submitted the Amended Settlement to the LWDA. true and correct copy of the email generated by the  
9 LWDA website after Plaintiff submitted the Amended Settlement Agreement to the LWDA is attached  
10 hereto as **Exhibit E**.

11 48. Plaintiff served the Order Granting Preliminary Approval on the LWDA on November  
12 9, 2022. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted  
13 the order Granting Preliminary Approval to the LWDA is attached hereto as **Exhibit F**.

14 49. Plaintiff has provided written approval of the split of attorneys’ fees in this action.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
16 true and correct. Executed on February 10, 2023, at El Segundo, California.

17  
18   
19 Scott M. Lidman

EXHIBIT A

EXHIBIT A

**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  
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 Tel: (424) 322-4772  
 Fax: (424) 322-4775

Attorneys for Plaintiff  
 JAIME BARAJAS

**HAINES LAW GROUP, APC**  
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 Tel: (424) 292-2350  
 Fax: (424) 292-2355

Attorneys for Plaintiff  
 JAIME BARAJAS

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

JAIME BARAJAS, as an individual and on  
 behalf of all others similarly situated,

Plaintiff,

vs.

SCHUMACHER CARGO LOGISTICS, INC.,  
 a California corporation; and DOES 1 through  
 100, inclusive,

Defendants.

**FILED**  
 Superior Court of California  
 County of Los Angeles  
**08/19/2022**

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No. 21STCV04851

*[Assigned for All Purposes to Hon. Lawrence  
 P. Riff, SSC-7]*

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

Date: August 11, 2022  
 Time: 10:00 a.m.  
 Dept.: SSC-7

Action Filed: February 5, 2021  
 Trial Date: None Set

1 The Motion of Plaintiff Jaime Barajas (“Plaintiff”) for Preliminary Approval of Class Action  
2 Settlement came on regularly for hearing before this Court on August 11, 2022 at 10:00 a.m. The Court,  
3 having considered the proposed Stipulation of Settlement, attached as Exhibit 1 to the Declaration of  
4 Scott M. Lidman filed on April 21, 2022, ordered the Parties to prepare an Amended Stipulation of  
5 Settlement (the “Amended Settlement”) to address two issues. Now, the Court, having considered the  
6 Amended Settlement attached as Exhibit 2 to the Supplemental Declaration of Scott M. Lidman in  
7 Support of Motion for Preliminary Approval of Class Action filed concurrently herewith; having  
8 considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, Memorandum of  
9 Points and Authorities in support thereof, and supporting declarations filed therewith; and good cause  
10 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 warehouse employees of Defendant  
19 Schumacher Cargo Logistics, Inc. who worked for Defendant in California  
20 at any time from February 5, 2017 through the date of preliminary approval  
21 of the Settlement.

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

25 3. The Court designates Simpluris, Inc. as the third-party Settlement Administrator for  
26 mailing notices.

27 4. The Court approves, as to form and content, the Notice Packet (which is comprised of the  
28 Notice of Pendency of Class Action and Settlement and Notice of Settlement Award) and is attached to  
the Settlement as Exhibit C.

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

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

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

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

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

18          10.      The Final Fairness Hearing on the question of whether the Settlement should be finally  
19 approved as fair, reasonable, and adequate is scheduled in Department 7 of this Court, located at 312  
20 North Spring Street, Los Angeles, California, 90012 on January 4, 2023 at 10:00 a.m.

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

27          12.      Counsel for the parties shall file memoranda, declarations, or other statements and  
28 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                                         | 10 business days after issuance of the preliminary approval order            |
| Settlement Administrator to mail Notice Packets to Class Members                                    | 10 business days after receiving Class Information 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:                | December 9, 2022                                                             |
| Final Fairness Hearing:                                                                             | January 4, 2023 at 10:00 a.m.                                                |

14. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

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

**IT IS SO ORDERED.**

Dated: 08/19/2022  
2022



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge  
Honorable Lawrence P. Riff  
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

**Expense Summary**  
***Jaime Barajas v. Schumacher Cargo Logistics, Inc.***

| <b>EXPENSE</b>                                                                                                                                                                                        | <b>AMOUNT</b>      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Mediation Costs (including Plaintiff's portion of mediator expenses)                                                                                                                                  | \$8,000.00         |
| Filing, Service and Messenger Fees                                                                                                                                                                    | \$2,432.32         |
| VCourt Expenses                                                                                                                                                                                       | \$15.00            |
| Copying Costs                                                                                                                                                                                         | \$50.00            |
| Postage Costs                                                                                                                                                                                         | \$330.80           |
| Case Anywhere Fees through December 31, 2022                                                                                                                                                          | \$1,857.60         |
| Anticipated Costs for filing the Final Approval motion, court appearances, current Case Anywhere fees for Class Counsel, filing the final distribution declaration, service fees, copying and postage | \$650.00           |
| <b>TOTAL:</b>                                                                                                                                                                                         | <b>\$13,335.72</b> |

EXHIBIT C

EXHIBIT C

# LAFFEY MATRIX

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

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

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

(D.D.C. 2017)

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

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

EXHIBIT D

EXHIBIT D

**From:** [DIR PAGA Unit](#)  
**To:** [Dana Joudi](#)  
**Subject:** Thank you for your Proposed Settlement Submission  
**Date:** Thursday, April 21, 2022 11:39:08 AM

---

04/21/2022 11:38:33 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](mailto: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](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 \*

Fully Execute...mt 4.1.22.pdf

##### Other Attachment (if any)

2022-04-21 Sc...h tables.pdf

##### Other Attachment (if any)

2022-04-21 S...A Motion.pdf

[Remove](#)

##### Other Attachment (if any)

2022-04-21 S...A Motion.pdf

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Other Attachment (if any)

2022-04-21 S...A Motion.pdf

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Other Attachment (if any)

2022-04-21 S...A Motion.pdf

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Other Attachment (if any)

2022-04-21 Sc...by client.pdf

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Other Attachment (if any)

2022-04-21 De... (Ibarra).pdf

[Remove](#)

Other Attachment (if any)

2022-04-21 S...Approval.pdf

[Remove](#)

Other Attachment (if any)

2022-04-21 Sc...n (final).pdf

[Remove](#)

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto:PAGAInfo@dir.ca.gov)

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

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

EXHIBIT E

EXHIBIT E

**From:** [DIR PAGA Unit](#)  
**To:** [Dana Joudi](#)  
**Subject:** Thank you for your Proposed Settlement Submission  
**Date:** Thursday, August 18, 2022 12:59:00 PM

---

08/18/2022 12:57:44 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](mailto: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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)



State of California

Labor and Workforce Development Agency /  
Department of Industrial Relations

## Private Attorneys General Act (PAGA) – Filing

## Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : \* 

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

[Search for PAGA Case number](#)

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

## Your Information (Person Who is Filing)

Your First Name \*

Your Last Name \*

Your Email Address \*

Your Street Name, Number and Suite/Apt \*

Your Mobile Phone Number

Your City \*

Your Work Phone Number

Your State \*

Your Zip/Postal Code \*

## Court and Hearing Information

Court \*

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 \*

 EXHIBIT 2.pdf

Other Attachment (if any)

 2022-08-18 Sc...A (final).pdf

Other Attachment (if any)

[Remove](#)

Choose File 2022-08-18 S...A Motion.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact [PAGInfo@dir.ca.gov](mailto:PAGInfo@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

EXHIBIT F

EXHIBIT F

**From:** [DIR PAGA Unit](#)  
**To:** [Dana Joudi](#)  
**Subject:** Thank you for your Court Order or Judgment Submission  
**Date:** Wednesday, November 9, 2022 10:31:55 AM

---

11/09/2022 10:31:44 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](mailto: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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)



State of California

Labor and Workforce Development Agency /  
Department of Industrial Relations

## Private Attorneys General Act (PAGA) – Filing

### Court Order or Judgment in PAGA case

PAGA Number (LWDA-CM-) : \*

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

[Search for PAGA Case number](#)

#### Your Information (Person Who is Filing)

Your First Name \*

Scott

Your Last Name \*

Lidman

Your Email Address \*

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

Jaime Barajas v. Schumach

Plaintiff Name

Jaime Barajas

#### Order or Judgment Details

Date Court order signed by Judge \*

08/19/2022

Gross settlement amount \*

500000

Gross penalties \*

20000

Penalties to LWDA \*

15000

**Fee award \***

166666.67

Court Order, Judgment File and Other Files

**Court Order or Judgment \***

2022-08-19 Accounting PA.pdf

**Other Attachment**

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto: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.**