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MAGDALENA CRUZ

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

MAGDALENA CRUZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SPS TECHNOLOGIES, LLC dba AIR
INDUSTRIES COMPANY, a Pennsylvania
limited liability company; PRECISION
CASTPARTS CORP.; an Oregon corporation;
AIR INDUSTRIES CORPORATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 30-2021-01202173-CU-OE-CJC

*[Assigned for all purposes to the Hon. Lon F.
Hurwitz, Dept. CX103]*

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

Date: October 27, 2023

Time: 1:30 p.m.

Dept.: CX103

Action Filed: May 21, 2021

Trial Date: None Set

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 Magdalena Cruz (“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;
28 removing actions from state court to federal court; drafting and responding to written discovery; drafting

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

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

- 15 ► *Branch v. PM Realty Group, Inc.* Case No. BC575759, Los Angeles Superior
16 Court, County of Los Angeles, Honorable Ann Jones, presiding.
- 17 ► *Herrera v. Pharmavite, LLC*, Case No. BC599201, Los Angeles Superior Court,
18 County of Los Angeles, Honorable Judge Carolyn Kuhl, presiding.
- 19 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
20 States District Court, Central District of California, Honorable Judge Percy
21 Anderson, presiding.
- 22 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
23 States District Court, Central District of California, Honorable Judge Percy
24 Anderson, presiding.
- 25 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
26 Superior Court, County of Los Angeles, Honorable Judge Jane Johnson, presiding.¹

27
28 ¹ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

- 1 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
2 Superior Court, County of Orange, Honorable Judge Thierry Patrick Colaw,
3 presiding.
- 4 ▶ *Page v. Luxottica Retail North America, Inc.*, Case No. FCS041512, California
5 Superior Court, County of Solano, Honorable Judge Paul Berman, presiding.
- 6 ▶ *Parker v. FedEx National LTL, Inc.*, Case No. 11-CV-006380-DSF-FFM, United
7 States District Court, Central District of California, Honorable Judge Dale Fischer,
8 presiding.
- 9 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
10 States District Court, Central District of California, Honorable Judge Margaret
11 Morrow, presiding.
- 12 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
13 District Court, Central District of California, Honorable Judge Margaret Morrow,
14 presiding.
- 15 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
16 California Superior Court, County of San Diego, Honorable Judge Jeffrey B.
17 Barton, presiding.
- 18 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
19 Court, County of Santa Clara.
- 20 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
21 County of Los Angeles, Honorable Judge Terry Green, presiding.
- 22 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
23 Court, County of San Francisco.
- 24 ▶ *Robertson v. FedEx National LTL, Inc.*, Case No. 09-CV-05016-DSF-FFM, United
25 States District Court, Central District of California, Honorable Judge Dale Fischer,
26 presiding.

1 ► *Wittman v. FedEx National LTL, Inc.*, Case No. 09-CV-03663-DSF-FFM, United
2 States District Court, Central District of California, Honorable Judge Dale Fischer,
3 presiding.

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

19 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
20 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
21 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
22 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
23 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
24 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
25 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
26 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
27 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
28 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*

1 v. *H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
2 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
3 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
4 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
5 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
6 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley
7 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
8 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
9 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
10 presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court,
11 County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*
12 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
13 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
14 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
15 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
16 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
17 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
18 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
19 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
20 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
21 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
22 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
23 Honorable Judge Philip S. Gutierrez presiding.

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

27 10. On March 16, 2021, Plaintiff submitted a letter to the California Labor & Workforce
28 Development Agency (“LWDA”) and SPS of her intention of filing a PAGA claim based on certain labor

code violations. On May 21, 2021, after exhausting her administrative remedies, Plaintiff filed a representative class action complaint against SPS in Orange County Superior Court.² Subsequently, on May 23, 2022, pursuant to the Parties' joint stipulation and as part of the Parties' negotiated resolution, Plaintiff filed a First Amended Class and Representative Action Complaint for the following causes of action: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorized and permit all legally required rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to pay all wages owed upon termination; (7) engaged in unlawful business practices; (8) is liable for civil penalties under the PAGA.

11. As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories of liability are related to SPS's alleged unlawful wage and timekeeping policies and practices. Specifically, Plaintiff alleges that she and other Class Members were not paid for all time worked. Plaintiff alleges that SPS's timekeeping policies and practices required Plaintiff and other non-exempt employees to clock in and begin working approximately five (5) minutes before their scheduled start time and continue working approximately five (5) minutes after the end of their scheduled end time for which they did not receive pay. Thus, Plaintiff alleges that SPS would unlawfully shave their work time and/or round their work time such that they would not be fully paid for all time worked. Based on the records and information provided by SPS in connection with mediation and settlement, SPS's rounding practice was in effect from September 20, 2019 until July 11, 2020.

12. SPS contends that it compensated Class Members for all of their time worked. SPS also contends that its rounding practices were lawful, and any unpaid time was *de minimis* and therefore non-compensable. SPS also contends that Plaintiff and the other non-exempt employees were not working during these times and it ceased its rounding practices in July 2020. SPS further asserts that Plaintiff would be unable to certify a rounding class given the individualized inquiries that would be required, and also that SPS's rounding mechanism was, according to it, allegedly facially neutral.

13. Plaintiff further alleges that she and other Class Members were not properly compensated for all overtime hours worked. Specifically, for at least a portion of the time period relevant to her claims,

² Plaintiff initially filed this action against two other companies, Precision Castparts Corp and Air Industries Corporation. However, on July 7, 2021 and September 21, 2021, Plaintiff submitted a request for dismissal and the Court entered the dismissal without prejudice against these two entities. Therefore, SPS remains the only Defendant in this action.

1 Plaintiff and other non-exempt employees received non-discretionary bonuses and/or other forms of pay
2 not excludable as a matter of law when calculating an employee's regular rate (hereinafter the
3 aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite SPS's payment of
4 Incentive Pay to Plaintiff and other non-exempt employees, SPS failed to include all forms of Incentive
5 Pay when calculating their regular rate of pay and/or failed to use the weighted average of overtime pay,
6 reflecting Plaintiff's varying pay rates, when calculating Plaintiff's regular rate of pay for a workweek,
7 thereby causing Plaintiff to be underpaid for her overtime hours worked.

8 14. SPS contends that it compensated non-exempt employees for all of their time worked. SPS
9 also contends that any bonuses paid were discretionary. SPS further asserts that the data confirms that it
10 did not pay Plaintiff nor any other Class Members different rates of pay during the same pay period during
11 the Class Period, and therefore there is zero liability on this claim. SPS also contends that Plaintiff would
12 be unable to certify a rounding class given the individualized inquiries that would be required.

13 15. Plaintiff alleges that she and Class Members were not provided with all legally-required
14 off-duty meal periods. Specifically, Plaintiff alleges that she and other Class Members were not timely
15 provided all required second meal periods when they worked in excess of 10.0 hours. Based on the
16 timekeeping data produced in connection with mediation, Plaintiff contends that there were no recorded
17 second meal periods. Plaintiff also alleges that SPS failed to pay meal period premium wages at the
18 correct rate of pay.

19 16. SPS counters that it has always provided non-exempt employees with an opportunity to
20 take legally compliant meal periods, and any non-compliant meal periods reflected in employee
21 timekeeping records were solely the result of employee choice, rather than any policy or practice of SPS.
22 SPS points out that it is only required to "provide" the opportunity to take meal periods, not "ensure"
23 meal periods are taken, and that they have always done so. SPS also asserts that approximately 97% of
24 the Class, including Plaintiff signed second meal period waivers and that the Class preferred to waive the
25 second meal period rather than worker a longer shift in order to take a second 30 minute meal period.
26 SPS also contends that meal period premiums were paid at the base rate of pay for only 789 of the relevant
27 pay periods and is therefore *de minimis* such that the Court would not try this claim on a class-wide or
28 PAGA representative basis. Finally, SPS contends Plaintiff's meal period claim is not suited for class

1 certification, since individual inquiries would be required to assess which employees took non-compliant
2 meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular
3 employee took a non-compliant meal period or missed a meal period during a particular shift.

4 17. Plaintiff alleges that she and other Class Members were not authorized and permitted to
5 take all required paid rest periods due to SPS's rest period policies and practices that fail to authorize and
6 permit all rest periods for every four hours worked, *or major fraction, thereof*. Specifically, Plaintiff
7 alleges that due to work demands imposed by SPS, she was not authorized and permitted to take third
8 rest periods on shifts worked in excess of 10.0 hours. Plaintiff also alleges that SPS failed to pay rest
9 period premium wages at the correct rate of pay.

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

16 19. Plaintiff alleges that SPS is also liable for waiting time penalties under Labor Code section
17 203 as a result of its failure to pay all wages.

18 20. SPS asserts it has strong defenses to the waiting time claim because there exist good-faith
19 disputes as to Plaintiff's underlying claims, precluding imposition of penalties.

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

25 22. SPS argues that its alleged wage statement violations could not be shown to be "knowing
26 and intentional," and that Plaintiff cannot show that she or any other employee "suffer[ed] injury" as a
27 result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of
28 penalties.

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

24. SPS argues that Plaintiff's PAGA claim will fail for the same reasons that her underlying claims will fail. SPS 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 SPS liable for any of Plaintiff's claims.

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

26. The Parties engaged in written discovery. Plaintiff propounded and SPS responded to document requests, form and special interrogatories. After agreeing to participate in early mediation, SPS informally produced the time records and payroll data for the entire putative class, as well as its wage and hour policies and other relevant documents and information relevant to the claims alleged in advance of mediation. After the detailed review of the payroll and time records and other documents and policies produced by SPS, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and SPS's defenses thereto, if a settlement could not be reached.

27. On February 9, 2022, after extensive research and analysis, a mediation was held with Lou Marlin, Esq. a well-respected wage and hour class action mediator. During mediation, the parties vigorously debated their opposing legal positions with respect to PAGA and class claims, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. Ultimately, the Parties agreed in principle on a class-wide resolution. In the months that followed, the parties finalized the terms of settlement and executed the Class and Representative Stipulation of Settlement ("Settlement").

28. Plaintiff submitted the Settlement to the Court with his Motion for Preliminary Approval on June 8, 2022. On March 7, 2023, the Court issued an order Granting Preliminary Approval of the

Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary Approval.

29. The Settlement Class encompasses “all current and former non-exempt, hourly employees of Defendant SPS Technologies, LLC dba Air Industries Company who worked in California at any time between September 20, 2019 and March 7, 2023.”

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

31. Moreover, 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.

32. My law firm's and co-counsel's work on this case includes, but is not limited to: conducting conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, propounding formal written discovery, reviewing SPS's documents and policies, analyzing Plaintiff's timekeeping data and payroll records, preparing for and attending mediation, negotiating and revising the long-form Settlement, preparing this Motion, opposing Defendant's Ex Parte Application to modify the Settlement, and otherwise litigating the case.

33. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over one year without receiving any compensation to date. To date, my law firm and co-counsel's firm, Haines Law Group, APC have incurred \$24,947.86 in actual costs and have devoted substantial time to this litigation and expect to incur approximately \$60 in future costs for filing the final declaration regarding distribution of settlement, service and messenger fees, and/or postage fees, for a total of \$25,034.86 in costs. Attached hereto as **Exhibit B** is an Expense Summary reflecting these costs, which include but are not limited to: filing fees, messenger fees, service fees, copying costs, mediation fees, and postage.

34. 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 legal issues including questions surrounding the propriety of statutory penalties, to name just a few.

35. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, 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 two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced a total of \$24,974.86 (and anticipate incurring an additional \$60 in actual costs in connection with filing the final distribution declaration(s) and related tasks) for a total of \$25,034.86 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.

36. I have reviewed and itemized by categories of activities the attorney hours spent by my firm and my co-counsel on this matter. A true and correct copy of my law firm and co-counsel's billing summary, itemized by categories of activities, together with hourly billing rate information is attached hereto as **Exhibit C**. The names that correspond with the billing initials identified in Exhibit C are summarized below. In this case, Class Counsel have a lodestar of **\$177,212.50** which results in a multiplier of 1.21 compared to the \$214,435.94 fee request. The following is a 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	Billing Initials	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	SML	\$750	46.6	\$34,950
Elizabeth Nguyen (17th Year Attorney)	EN	\$650	100.3	\$65,195
Paul K. Haines (16th Year Attorney)	PKH	\$675	38.4	\$25,920
Milan Moore (7th Year Attorney)	MM	\$450	108.1	\$48,645
Paralegals	DJ	\$175	14.3	\$2,502.50
Total Lodestar				\$177,212.50

1
2 37. My proposed hourly rate of \$650, Mr. Lidman's proposed hourly rate of \$750, Mr. Haines'
3 proposed hourly rate of \$675, and Ms. Moore's proposed hourly rate of \$450 are reasonable in light of
4 our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other
5 attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's
6 requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached
7 hereto as **Exhibit D**. Based on the *Laffey* Matrix, the hourly rate for a 23rd year attorney is \$997, the
8 hourly rate for a 16th year attorney is \$829, and the hourly rate for a 6th year attorney is \$508.

9 38. The attorneys' fee award requested is consistent with those routinely awarded by
10 California superior courts. California superior courts frequently grant common fund awards of 33%. *See*,
11 *e.g.*, *Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007)
12 (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No.
13 RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar
14 crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County,
15 Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck);
16 *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee
17 award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732
18 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*,
19 JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee
20 recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award
21 of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716,
22 December 26, 2000) (33-13% of the settlement)

23 39. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the
24 common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No.
25 RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust*
26 *Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian, Los Angeles Sup. Ct.*, Nov. 19, 1990,
27 Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No.
28 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105

(53%); and *Rundberg v. Intrust Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

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

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

42. Plaintiff submitted the proposed Settlement Agreement on the California Labor & Workforce Development Agency ("LWDA") via its website on June 8, 2022 the same day that he filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached hereto as **Exhibit E**. On March 15, 2023, Plaintiff submitted a copy of the Order granting preliminary approval on the LWDA via its website. A true and correct copy of the proof of service is attached hereto as **Exhibit F**.

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

1 44. As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to
2 class members, the final judgment entered by the Court will be posted on the Settlement Administrator's
3 website at <https://ilymgroup.com/>.

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

6 Executed on October 9, 2023, at El Segundo, California.

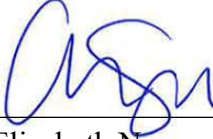
7
8 
9 Elizabeth Nguyen

EXHIBIT A

EXHIBIT A

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAR 07 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA, DEPUTY

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Attorneys for Plaintiff
MAGDALENA CRUZ

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

MAGDALENA CRUZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SPS TECHNOLOGIES, LLC dba AIR
INDUSTRIES COMPANY, a Pennsylvania
limited liability company; PRECISION
CASTPARTS CORP.; an Oregon corporation;
AIR INDUSTRIES CORPORATION, a
California corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2021-01202173-CU-OE-CJC

*[Assigned for all purposes to the Hon. Lon F.
Hurwitz in Department CX103]*

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

Date: September 30, 2022
Time: 1:30 p.m.
Dept. CX101

[Complaint Filed: May 21, 2021]
[Trial Date None Set]

1 The Motion of Plaintiff Magdalena Cruz ("Plaintiff") for Preliminary Approval of Class Action
2 Settlement ("Motion") came on regularly for hearing before this Court on September 30, 2022 at 1:30
3 p.m. in Department CX 104. The Court, having considered the proposed Class and Representative
4 Action Stipulation of Settlement (the "Settlement"), attached as Exhibit 2 to the Declaration of
5 Elizabeth Nguyen (ROA # 59) filed concurrently with the Motion (ROA #76) and the Notice of Class
6 Action and PAGA Settlement, Allocation Form, Request For Exclusion Form and Objection Form are
7 attached as Exhibit A to Exhibit 2 (ROA #59); having considered Plaintiff's Motion, Memorandum of
8 Points and Authorities in support thereof, and supporting declarations filed therewith; and good cause
9 appearing, HEREBY ORDERS THE FOLLOWING:

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

17 All current and former non-exempt employees of Defendant SPS Technologies,
18 LLC dba Air Industries Company who worked in California at any time between
19 September 20, 2019 and the date of preliminary approval.

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

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

25 4. The Court approves, as to form and content, the following documents to be mailed to
26 the Settlement Class: the Notice of Class Action and PAGA Settlement, Allocation Form, Request For
27 Exclusion Form and Objection Form as Exhibit A.

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

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

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

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

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

16 9. The Class Notice shall provide at least 60 calendar days' notice for Settlement Class
17 members 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 CX 101 of this Court, located
20 at 751 West Santa Ana Blvd., Santa Ana, CA 92701 on _____, 2022 at _____ a.m./
21 p.m.

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

28 12. Counsel for the parties shall file memoranda, declarations, or other statements and

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

13. An implementation schedule is below:

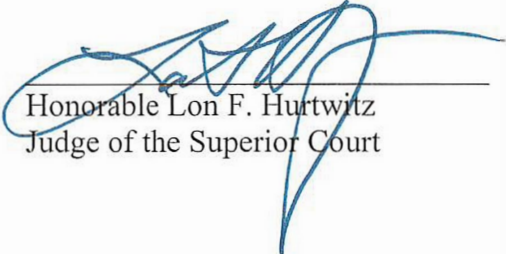
Event	Date	Actual Date ¹
Defendant to provide Class Data to Settlement Administrator	20 calendar days after issuance of the preliminary approval order	October 20, 2022
Settlement Administrator to mail Notice Packets to Class Members	7 calendar days after receiving Class Information from Defendant	October 27, 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	December 27, 2022 ²
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 ¹⁴ Court days prior to Final Fairness Hearing	
Final Fairness ^{Approval} Hearing:	<u>July 14, 2023.</u>	

14. Pending the Final ~~Fairness~~ ^{Approval} 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: MAR 07 2023


Honorable Lon F. Hurtwitz
Judge of the Superior Court

¹ These dates are based on if the Court enters the order granting preliminary approval on September 30, 2022.

² 60 calendar days after October 27, 2022 is December 26, 2022, which is a Court holiday. Therefore, Plaintiff calendared this date for the following court day, December 27, 2022.

³ Based on the foregoing timeline, a Final Fairness Hearing date on or after February 2, 2023 is respectfully requested.

EXHIBIT A

CRUZ V. SPS TECHNOLOGIES, LLC dba AIR INDUSTRIES COMPANY
Orange County Superior Court Case No. 30-2021-01202173-CU-OE-CJC
A court authorized this notice. This is not a solicitation. You are not being sued.

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

If you worked for Air Industries Company in California as a non-exempt, hourly employee between September 20, 2019 and _____, 2022, then you may get money from a class action and PAGA settlement.

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
You may:	What will happen:
Do nothing	You will get your Individual Settlement Payment and Aggrieved Employee Payment , and give up the right to bring your own lawsuit for the Settlement Class Released Claims or Aggrieved Employee Released Claims. See below.
Submit the Allocation Form and information or document(s) you have in support of the corrections to the Allocation Form by _____	A decision will be made regarding the number of workweeks based on the information in the Allocation Form and evidence submitted. You will get your Individual Settlement Payment and Aggrieved Employee Payment , and give up the right to bring your own lawsuit for the Settlement Class Released Claims or Aggrieved Employee Released Claims. See below.
Request to be excluded from the settlement by _____	You will not receive your Individual Settlement Payment but you will receive your Aggrieved Employee Payment . You will retain the right to file your own lawsuit for the Settlement Class Released Claims, but the request for exclusion does not and will not exclude you from the portion of the settlement related to Aggrieved Employee Released Claims. See below.
Object to the terms of the settlement	The court will consider your objection. If the court overrules your objection, you will still be bound by the terms of the settlement. See below.

I. What is the purpose of this notice?

The purpose of this notice is to let you know that there is a class action lawsuit pending in the Superior Court of California for the County of Orange, a proposed settlement has been reached, and you may be a member of the class. This lawsuit was filed by Magdalena Cruz ("Plaintiff") a former employee of Defendant SPS Technologies, LLC dba Air Industries Company ("Defendant"), Case No. 30-2021-01202173-CU-OE-CJC ("the Lawsuit"). The First Amended Class and Representative Action Complaint claims that Defendant allegedly failed to pay minimum wages for all hours worked, failed to pay all overtime wages owed, failed to provide meal periods, failed to authorize and permit rest periods, failed to provide accurate itemized wage statements, failed to pay all wages owed at the time of termination, engaged in unfair business practices, and owes penalties under the California Labor Code Private Attorneys' General Act (Cal. Labor Code §§ 2698 *et seq.* "PAGA"). On _____, the Court ordered that you be sent this Notice. The Court file contains the settlement documents with more information on the Lawsuit.

II. Why does Plaintiff seek settlement approval?

Plaintiff seeks approval of the settlement because she has reached a proposed settlement with Defendant that she believes to be fair, reasonable, and adequate and in the best interest of the members of the class and all parties that resolves the uncertainties in this case. Please note that the Court has not decided anything yet, only that you should get a copy of this Notice so that you can review the settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself from the settlement.

III. What is Defendant's position on settlement?

Defendant denies that any of its practices at issue in this Lawsuit were or are unlawful and Defendant is not admitting to any allegations in the case. Defendant views the settlement as a compromise, to which it has agreed in order to avoid the burden and expense of continued litigation. Thus, Defendant reserves the right to object to all claims if the settlement fails for any reason.

IV. Why did I get this Notice?

You received this Notice because Defendant's records identify you as a member of the class. You may get money from the settlement if you worked for Defendant Air Industries Company in California as a non-exempt, hourly employee between September 20, 2019 and , 2022 (the "Class Period"). Specifically, "Class Member" is defined as follows:

All current and former non-exempt, hourly employees of Defendant SPS Technologies, LLC dba Air Industries Company who worked in California at any time during the Class Period.

V. Who are the parties in this class action?

This lawsuit was filed against Defendant. Magdalena Cruz, a former non-exempt employee of Defendant, is the Plaintiff who brought the Lawsuit on behalf of herself and all similarly situated non-exempt employees in the state of California. The parties are settling the Lawsuit.

VI. Who are the attorneys for the parties?

Counsel for Plaintiff and Class Counsel

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Counsel for Defendant Air Industries Company

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Telephone: (310) 576-2100
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daria.carlson@bclplaw.com

VII. What is the proposed settlement?

Defendant has agreed to pay a settlement amount of up to five hundred fifty thousand dollars (\$550,000) ("Gross Settlement Amount"). This sum includes the following: (1) fees for Settlement Administration, which is anticipated to be no more than \$15,000, (2) Class Representative Enhancement Payment in an amount not to exceed \$5,000 to Plaintiff, the class representative, for the initiation of the Lawsuit, prosecution and risks undertaken for costs in the event the case was unsuccessful, (3) the PAGA Payment of \$50,000, and (4) Plaintiff's attorneys' fees in an amount of up to one-third of the Gross Settlement Amount (currently estimated to be ~~\$183,333.33~~) and actual litigation costs of up to \$30,000, as approved by the Court.

The following is a summary of the settlement provisions. The specific and complete terms of the proposed settlement are stated in the Class and Representative Action Stipulation of Settlement between Plaintiff and Defendant ("Settlement Agreement"), a copy of which is filed with the Clerk of the Court.

Individual Settlement Payment. Defendant has agreed to pay all Class Members who do not submit a written Request for Exclusion ("Opt-Out") through the Settlement Administrator in accordance with the terms of the Settlement Agreement, after Final Approval of the Settlement.

After the deduction of the Court-approved expenses from the settlement amount, the remaining sum ("Net Settlement Amount") will be available to pay each Class Member who does not Opt-Out ("Settlement Class Member"). Each Settlement Class Member will receive a share of the Net Settlement Amount that is based on the total number of weeks the individual Settlement Class Member worked for Defendant in California during the Class Period ("Individual Settlement Payment").

The Individual Settlement Payment paid to each Settlement Class Member will be allocated as follows: 33% will be attributed to wages and will be reported as such on an IRS Form W-2 from which payroll withholding taxes and contributions shall be taken; and 67% to penalties and interest, not subject to withholdings and reported on an IRS Form 1099.

Aggrieved Employee Payment. Of the \$50,000 PAGA Payment, \$37,500 will be paid to the California Labor & Workforce Development Agency ("LWDA") and \$12,500 ("Aggrieved Employee PAGA Share") will be available for distribution to Class Members who were employed by Defendant at any time between September 20, 2019 and [REDACTED], 2022 ("Aggrieved Employees"). The time frame from September 20, 2019 to [REDACTED], 2022 is known as the "PAGA Period." Each Aggrieved Employee will receive a share of the Aggrieved Employee PAGA Share that is based on the total number of weeks the Aggrieved Employee worked for Defendant in California during the PAGA Period ("Aggrieved Employee Payment").

The Aggrieved Employee Payment paid to each Aggrieved Employee will be allocated as penalties, not subject to withholdings and reported on an IRS Form 1099.

The parties agree that all Settlement Class Members and Aggrieved Employees who receive any payment pursuant to the settlement will be responsible for any and all tax obligations associated with such receipt. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive.**

VIII. What are my rights with regard to this matter?

A. Option One: You May Do Nothing.

If you do not submit a correction to the enclosed Allocation Form and do not opt out from the class, you will receive your Individual Settlement Payment and Aggrieved Employee Payment based on the information contained in the Allocation Form, you will be bound by the Settlement, and you will be barred from separately pursuing the claims released by the Settlement Agreement.

B. Option Two: Correct Information on Allocation Form

If you believe the information contained on the Allocation Form is incorrect, you **must** complete the enclosed Allocation Form and return it to the Settlement Administrator, [REDACTED], at the address provided below on or before [REDACTED] ("Response Deadline"). The date of the postmark on the return mailing envelope on the Allocation Form shall be the exclusive means used to determine whether the Allocation Form was timely submitted. The Settlement Administrator will evaluate the information and document(s) you submit and, after reviewing the Company's records, the Settlement Administrator, together with the parties' counsel, will attempt to informally resolve the dispute as to your correct number of workweeks. Unresolved disputes will be decided by the Settlement Administrator. If you dispute the number of workweeks, you may consult with Plaintiff's Attorneys or Settlement Administrator about your disputed claim.

C. Option Three: You May Exclude Yourself ("Opt-Out") From the Settlement Agreement.

If you do not wish to participate in or be bound by the Settlement Agreement, you must: (1) complete and sign the enclosed Request for Exclusion Form and return it to the Settlement Administrator at the specified address postmarked by [redacted]; or (2) you must submit a written signed statement expressing your desire to be excluded from the Settlement ("Request for Exclusion"), and any such statement shall include the name (and former names, if any), current address, telephone number and the last four (4) digits of Social Security number of the Class Member and stating "I wish to be excluded from the *Cruz vs. Air Industries Company* settlement. I understand by excluding myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter" or words to this effect; and (4) be postmarked by [redacted] and returned to the Settlement Administrator at the specified address. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted.

Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, even if you request to be excluded from the Settlement Class and the Court approves the Settlement, you will still receive an Aggrieved Employee Payment if you worked during the PAGA Period and be bound by the Aggrieved Employee Released Claims. There is no right to exclude yourself from the settlement of the PAGA Claims.

Class Members who fail to submit a valid and timely written Request for Exclusion on or before [redacted] will be bound by all terms of the Settlement Agreement and any final judgment entered in this Lawsuit if the Settlement Agreement is approved by the Court.

D. Option Four: You May Object to the Settlement.

If you are a Class Member and you do not Opt-Out, you may object to the Settlement before Final Approval of the Settlement by the Court. However, you may not object to the Court's approval of the Aggrieved Employee Payments, Aggrieved Employee Release, or LWDA Payment. If you object to the Settlement and the Court approves the Settlement, you will still receive an Aggrieved Employee Payment if you worked during the PAGA Period and be bound by the Aggrieved Employee Released Claims. There is no right object to the settlement of the PAGA Claims.

If you choose to object to the Settlement, you may enter an appearance by yourself or through an attorney that you hire and pay for yourself. Any written objection must be signed by the Class Member and state: (a) the full name of the Class Member; (b) the dates of employment of the Class Member; (c) the last four digits of the Class Member's Social Security number and/or the Employee ID number; (d) contain a statement of the Class Member's objections, and (e) the name of the case and case number, *Cruz vs. Air Industries Company*, Case No. 30-2021-01202173-CU-OE-CJC. You must mail such written objection or complete, sign, and submit the enclosed Objection Form to the Settlement Administrator on or before [redacted] in order to be considered by the Court. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the objection was timely submitted. You may also appear at the Final Approval/Settlement Fairness Hearing and present your objection to the Court. Any Class Member who submits a Request for Exclusion will not have the right to object to the Settlement.

IX. How much money will I get if I do not submit a Request for Exclusion?

The estimated gross share you will receive under the settlement if you are a Settlement Class Member or Aggrieved Employee is preprinted on your customized Allocation Form accompanying this Notice. The actual amount you receive may be higher or lower than this amount.

Defendant has agreed to pay a gross settlement amount of up to \$550,000 to settle the Lawsuit. The amount you receive as an Individual Settlement Payment depends on the number of weeks you worked during the Class Period for Defendant, calculated by multiplying the number of weeks you worked during the Class Period by the amount available for each such week. The amount available per week will be calculated by dividing the Net Settlement Amount by the total number of qualifying weeks worked by all Class Members during the Class Period.

The amount you receive as an Aggrieved Employee Payment depends on the number of weeks you worked during the PAGA Period for Defendant, calculated by multiplying the number of weeks you worked during the PAGA Period by the amount available for each such week. The amount available per week will be calculated by dividing the Aggrieved Employee PAGA Share by the total number of qualifying weeks worked by all Aggrieved Employees during the PAGA Period.

You will have 180 days to cash your check. If you do not cash your check within 180 days, the funds from the uncashed checks will be distributed to the California State Controller's Office's Unclaimed Property Fund in the name of the Settlement Class Member or the Aggrieved Employee.

X. What is the effect of the settlement on my rights?

Upon Final Approval by the Court, each Class Member who does not Opt-Out shall release, as of the date that Defendant delivers the Gross Settlement Amount and employer-side tax obligations for the wages portion of the Settlement to the Settlement Administrator, Defendant, and any of its former and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective predecessors in interest, subsidiaries, affiliates, parents and attorneys, from all claims during the Class Period under state, and local law that were alleged in the Lawsuit or could have been asserted based on the facts and allegations made in the Lawsuit, and any amendments thereto, including the following claims: (a) failure to pay the statutory minimum wage for all hours worked; (b) failure to pay all overtime wages owed; (c) failure to provide all meal periods; (d) failure to authorize and permit all rest breaks; (e) failure to furnish accurate, itemized wage statements; (f) failure to timely pay all wages owed upon separation of employment; (g) all claims for unfair business practices under California Business & Professions Code Section 17200 et seq. that could have been premised on the facts, claims, causes of action or legal theories of relief described above in (a)-(g); and (h) all damages, including, but not limited to, liquidated damages, civil and statutory penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief identified above in (a)-(g) ("Settlement Class Released Claims").

In addition, each Class Member shall release, as of the date that Defendant delivers the Gross Settlement Amount and employer-side tax obligations for the wages portion of the Settlement to the Settlement Administrator, Defendant, and any of its former and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective predecessors in interest, subsidiaries, affiliates, parents and attorneys, from all claims for penalties pursuant to PAGA during the PAGA Period that were asserted in Plaintiff's March 16, 2021 letter to the California Labor and Workforce Development Agency and alleged in the Lawsuit or could have been asserted based on the facts and allegations made in the Lawsuit, and any amendments thereto, including the following claims: (a) failure to pay the statutory minimum wage for all hours worked in violation of Labor Code §§ 1194, 1194.2, and 1197; (b) failure to pay all overtime compensation earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198; (c) failure to provide all legally required meal periods and failing to pay meal period premiums in violation of Labor Code §§ 226.7, 512, and 558 by; (d) failure to provide all legally required rest periods and failure to pay rest period premiums in violation of Labor Code §§ 226.7, 516, and 558; (e) failure to furnish accurate and compliant itemized wage statements in violation of Labor Code § 226; (f) failure to pay all earned wages at least twice during each calendar month in violation of Labor Code § 204; (g) failure to maintain accurate records in violation of Labor Code § 1174; and (h) failure to pay all wages owed at the time of separation of employment in violation of Labor Code § 203 ("Aggrieved Employee Released Claims").

If the Settlement Agreement is not approved by the Court or does not become final for some other reason, then the litigation will continue.

XI. What is a "Class Representative Enhancement Payment"?

In class actions such as this one, a court may provide the Class Representative a "class representative enhancement payment" in recognition of the time, effort and risks the Class Representative took to prosecute the class action and the Class Representative's execution of a general release of all claims. Plaintiff Magdalena Cruz will request that the Court approve a Class Representative Enhancement Payment of \$5,000, which will be deducted from the Gross Settlement Amount if approved by the Court.

XII. Why does the Labor Workforce Development Agency receive any money?

PAGA allows private citizens to step into the State's shoes and recover civil penalties for alleged violations of California's Labor Code. Seventy-five (75) percent of any such recovery must be given to the State. In the present case, the Settlement provides that \$37,500 be paid to the State as its share of the penalties recovered in this case ("LWDA Payment"). If the Court awards less than this amount, the difference will be made available for distribution to Aggrieved Employees as part of the Aggrieved Employee PAGA Share.

XIII. How much will the attorneys for Plaintiff get?

Class Counsel and/or Plaintiff will seek approval from the Court for payment of attorneys' fees in an amount up to one-third (1/3) of the Gross Settlement Amount (currently estimated to be \$183,333.33), plus costs not to exceed \$30,000. These amounts, if approved by the Court, will be deducted from the Gross Settlement Amount.

XIV. Who is the Settlement Administrator?

The Settlement Administrator is an independent third party appointed by the Court to send this notice, process and issue Individual Settlement Payments and Aggrieved Employee Payments, and otherwise administer the settlement. It is estimated that it will cost approximately \$15,000 for the Settlement Administrator to fully administer the settlement. The Court has approved _____ to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information at the Company, or ask questions regarding the processing of settlement payments. **It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.** You may contact the Settlement Administrator at:

Cruz/Air Industries Company Settlement Administrator
c/o _____

FAX NUMBER: _____
EMAIL: _____

XV. When will the Court consider whether to finally approve the Settlement?

The Court will hold a Final Approval/Settlement Fairness Hearing in Department CX101 of the Orange County Superior Court, located at 700 W. Civic Center Drive, Santa Ana, CA 92701 on _____, to decide whether to finally approve the settlement as fair, reasonable, and adequate. At that time, the Court also will be asked to approve Plaintiff's Attorneys' request for attorneys' fees and reimbursement of costs, and the Class Representative Enhancement Payment. The hearing may be postponed without further notice to the Class. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution. You are **not** required to attend the hearing, although any Settlement Class Members is welcome to attend the hearing.

The Court's final judgment will be posted on the Settlement Administrator's website (http://www._____.com).

Questions? You can contact the Settlement Administrator or Plaintiff's Attorneys at the numbers listed above. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours, or by going to this website <https://civilwebshopping.occourts.org/Login.do> and enter the case number "01202173".

DO NOT TELEPHONE THE COURT REGARDING THE SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS.

ALLOCATION FORM
CRUZ V. SPS TECHNOLOGIES, LLC dba AIR INDUSTRIES COMPANY
Orange County Superior Court Case No. 30-2021-01202173-CU-OE-CJC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Air Industry Company's records ("Air Industry"):

You were employed by Air Industry and worked a total of workweeks during the time period between September 20, 2019 and [PRELIMINARY APPROVAL].

Based on the above, your Individual Settlement Payment is estimated to be \$ and Aggrieved Employee Payment is estimated to be \$.

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Air Industry's records, Air Industry's records will control unless you are able to provide documentation that establishes that Air Industry's records are mistaken. If there is a dispute about whether Air Industry's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action and PAGA Settlement" that accompanies this Form. The Settlement Administrator will render all final decisions on disputes.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS
ACTION SETTLEMENT**

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Dated: _____ Signature: _____

Cruz v. SPS Technologies, LLC dba Air Industries Company.,
Administrator Name
 c/o

OBJECTION FORM

CRUZ V. SPS TECHNOLOGIES, LLC dba AIR INDUSTRIES COMPANY
Orange County Superior Court Case No. 30-2021-01202173-CU-OE-CJC

**COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE
CLASS ACTION SETTLEMENT**

In order for you to object to the Class Action Settlement entitled *Cruz v. SPS Technologies, LLC dba Air Industries Company*, you must complete all steps listed in 1-5 below. You are not required to appear in Court in order to object to the Settlement. However, if you are planning on appearing in Court, please circle "yes" in Section 3 below. If you are planning on appearing in Court, you still must complete all steps listed in 1-5 below in order to object to the Settlement.

1. Provide the following information:

Your Name (Please Print): _____

(First)

(Middle)

(Last)

Your Address: _____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space): _____

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One:

Yes

No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number _____

4. Date and sign this form below:

Dated: _____

Signature: _____

5. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN _____.

Cruz v. SPS Technologies, LLC dba Air Industries Company.

Administrator Name

c/o _____

EXHIBIT B

EXHIBIT B

Expense Summary
Magdalena Cruz v. SPS Technologies, LLC et al

EXPENSE	AMOUNT
Mediation Costs (Plaintiff's 50% portion of the mediator's fee)	\$7,000.00
Expert Expenses (for mediation analysis)	\$14,876.00
Filing, Service and Messenger Fees through Motion for Final Approval	\$2,396.43
CourtCall Expenses	\$94.00
Copying Costs	\$160.25
Postage Costs	\$322.12
Document Purchases from Court Docket	\$37.77
Legal Research	\$88.79
Anticipated Costs for filing final distribution declaration, service fees, copying and postage	\$60.00
TOTAL:	\$25,034.86

EXHIBIT C

EXHIBIT C

Lidman Law, APC and Haines Law Group, APC

Billing Summary

Magdalena Cruz v. SPS Technologies, LLC

Activity	Billing Initials/Hrs/Rate	AMOUNT
Initial case research; client intake interviews; review of personnel file payroll records, and other client documents; and new client onboarding.	SML 5.10 hrs @ \$750/hr PKH 1.90 hrs @ \$675/hr EN 2.50 hrs @ \$650/hr DJ 1.8 hrs @ \$175/hr	\$7,047.50
Legal research regarding claims and drafting class action complaint and LWDA letter; and prepare First Amended Complaint to add PAGA claim.	SML 2.40 hrs @ \$750/hr EN 3.60 hours @ \$650/hr MM 8.10 hrs @\$450/hr DJ 2.00 hrs @\$175/hr	\$8,135
Prepare and propound one set of written discovery, including Special Interrogatories and Requests for Production of Documents.	MM 4.60 hrs @ \$450/hr DJ 1.20 hrs @ 175/hr	\$2,280
Meeting and conferring with defense counsel regarding dismissal of Defendant Air Industries Corporation; review and analyze evidentiary support re same and filing of the same.	SML .40 hrs @ \$750/hr EN 1.80 hours @ \$650/hr DJ 0.50 hrs @\$175/hr	\$1,557.50

Meeting and conferring with defense counsel regarding case and mediation; conducting detailed review and analysis of timekeeping and payroll records; review policies and procedures; reviewing and organizing mediation data production; preparing exposure analysis of claims for unpaid time, miscalculation of regular rate, and statutory penalties; legal research and analysis re claims; drafting, revising and finalizing mediation brief; and communications with client re mediation.	SML 9.70 hrs @ \$750/hr PKH 7.10 hrs @\$675/hr EN 19.8 hrs @\$650/hr MM 28.10 hrs @\$450/hr	\$37,582.50
Preparing for and attending mediation with Lou Marlin.	SML 4.5 hrs @750/hr EN 6.7 hrs @\$650/hr MM 9.60 hrs @\$450/hr	\$12,050
Negotiating, drafting, and revising memorandum of understanding; negotiating, drafting, and revising long-form settlement agreements and Notice Packet (which consists of <i>(i)</i>	SML 3.20 hrs @750/hr PKH 1.50 hrs @\$675/hr EN 19.80 hrs @\$650/hr MM 4.30 hrs @\$450/hr	\$18,217.50

<i>the Notice of Pendency of Class Action and Proposed Settlement;</i> <i>(ii) Notice of Individual Settlement Award;</i> <i>(iii) Request for Exclusion Form;</i> and <i>(iv) Objection Form</i>); Defendant's confirmatory declaration; exchanging multiple drafts of the long form agreement and notice packet documents with defense counsel; and multiple communications with defense counsel re the same; and conferring with co-counsel re edits; and communications with client re same.		
Drafting misc. stipulations, joint reports, requests to continue, and notices, including Notice of Settlement and Notice of Rulings; and communications with defense counsel and exchanging drafts of same with defense counsel.	EN 4.40 hrs @ \$650/hr MM 6.50 hrs @ \$450/hr DJ 3.80 hrs @ \$175/hr	\$6,450.00

Drafting, revising, and filing preliminary approval motion and supporting documents, including client declaration, attorneys' declaration and settlement administrator's declaration; drafting and filing amended proposed order granting preliminary approval.	SML 5.10 hrs @ \$750/hr PKH 1.90 hrs @ \$675/hr EN 15.30 hrs @ \$650/hr MM 16.90 hrs @ \$450/hr DJ 2.50 hrs @ \$175/hr	\$23,095
Reviewing tentative ruling on Motion for Preliminary Approval and communicate with defense counsel re same.	SML .20 hrs @ 750/hr EN .20 hrs @ \$650/hr MM .20 hrs @ \$450/hr	\$370
Correspondence with Settlement Administrator after preliminary approval was granted; Correspondence with Settlement Administrator regarding workweek count, escalator clause and analysis of same; and approval mailing of Notice Packets; review weekly correspondence from Settlement Administrator re: opt	SML 0.70 hrs @750/hr EN 3.20 hrs @\$650/hr MM 1.10 hrs @\$450/hr	\$3,100

outs, disputes, and objections and communicate with Settlement Administrator and defense counsel re approved communications with settlement class members		
Meeting and conferring with defense counsel re: Ex Parte Application to Modify PA Order; review and analyze Ex Parte Application; legal research re arguments in support of opposition to Ex Parte Application; analyze notice of related cases, compare and contrast other pending case, draft, revise, and finalize Opposition to Ex Parte Application and declaration in support of same	SML 1.5 hrs @ \$750/hr EN 17.4 hrs @ \$650/hr DJ 1.00 hrs @ \$175/hr	\$13,320
Drafting final approval motion and supporting documents, including attorneys' declarations and settlement administrator's declaration.	SML 6.2 hrs @ \$750/hr PKH 2.20 hrs @\$675/hr EN 12.80 hrs @\$650/hr MM 17.90 hrs @\$450/hr DJ 2.50 hrs @\$175/hr	\$22,947.50
Misc. meetings between co-counsel re:	SML 7.60 hrs @ \$750/hr PKH 6.40 hrs @\$675/hr	\$21,060

case status, updates, strategy, mediation, preliminary approval motion, and final approval motion.	EN 10.20 hrs @\$650/hr MM 9.80 hrs @\$450/hr	
TOTAL:		\$177,213

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

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

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

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

EXHIBIT E

EXHIBIT E

LIDMAN LAW, APC

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Elizabeth Nguyen (SBN 238571)
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Attorneys for Plaintiff
MAGDALENA CRUZ

HAINES LAW GROUP, APC

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

Attorneys for Plaintiff
MAGDALENA CRUZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MAGDALENA CRUZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SPS TECHNOLOGIES, LLC dba AIR
INDUSTRIES COMPANY, a Pennsylvania
limited liability company; PRECISION
CASTPARTS CORP.; an Oregon corporation;
AIR INDUSTRIES CORPORATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2021-01202173-CU-OE-CJC

**SUPPLEMENTAL PROOF OF SERVICE
RE PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 23, 2022
Time: 1:30 p.m.
Dept. CX101

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 June 8, 2022, I served the foregoing document(s) described as:

- 1. CLASS AND REPRESENTATIVE ACTION 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 MAGDALENA CRUZ IN SUPPORT OF MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT**
- 8. DECLARATION OF SEAN HARTRANFT ON BEHALF OF ILYM GROUP, INC. IN SUPPORT OF PLAINTIFF’S MOTION FOR 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 LWDA Case No. LWDA-CM-826099-21.

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

3 Executed on June 8, 2022, at El Segundo, California.

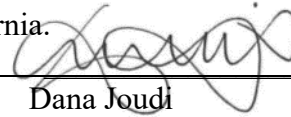
4 
Dana Joudi

EXHIBIT F

EXHIBIT F

LIDMAN LAW, APC

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Attorneys for Plaintiff
MAGDALENA CRUZ

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El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
MAGDALENA CRUZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MAGDALENA CRUZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SPS TECHNOLOGIES, LLC dba AIR
INDUSTRIES COMPANY, a Pennsylvania
limited liability company; PRECISION
CASTPARTS CORP.; an Oregon corporation;
AIR INDUSTRIES CORPORATION, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2021-01202173-CU-OE-CJC

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

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

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

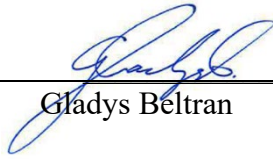
On March 15, 2023, I served the foregoing document(s) described as:
ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
on the interested party(ies) in this action as follows:

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 LWDA Case No. LWDA-CM-826099-21.

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

Executed on March 15, 2023, at El Segundo, California.



Gladys Beltran