

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

Attorneys for Plaintiff MAYRA CORTES

[Additional counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MAYRA CORTES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

WETMORE TOOL AND ENGINEERING
COMPANY, a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CIVDS2016160

*[Assigned for all purposes to the Hon. David S.
Cohn, Dept. S-26]*

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

Date: October 20, 2021
Time: 10:00 a.m.
Dept.: S-26

Concurrently filed with:

- ❖ *Notice of Motion and Motion for Final Approval of Class Action Settlement, Class Representative's Service Award, and Attorneys' Fees and Costs; MPA in Support Thereof*
- ❖ *Declaration of Scott M. Lidman*
- ❖ *Declaration of Milan Moore*
- ❖ *Declaration of Paul K. Haines*
- ❖ *Declaration of Plaintiff Mayra Cortes*
- ❖ *Declaration of Elizabeth Kruckenberg*
- ❖ *Proposed Order Granting Plaintiff's Motion for Final Approval*
- ❖ *Proposed Final Judgment*

Action Filed: July 23, 2020
Trial Date: None Set

HAINES LAW GROUP, APC

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

Attorneys for Plaintiff MAYRA CORTES

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
3 Plaintiff Mayra Cortes (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter.
4 I am a member in good standing of the bar of the State of California and am admitted to practice in
5 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 2005 graduate of Loyola Law School. During law school, I worked as an extern
8 for the Honorable Erithe A. Smith, U.S. Bankruptcy Court for the Central District of California.
9 During law school, I also worked as a law clerk in the Enforcement Unit of the Office of the Chief
10 Trial Counsel for 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
13 law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the
14 “largest law firm in the world exclusively devoted to representing management in employment,
15 employee benefits 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
18 practice group. In June 2013, I returned to Littler Mendelson as an associate attorney, was promoted
19 to Shareholder in 2015, and was elevated to participating Shareholder in 2017. Since October 2007,
20 my practice has been and continues to be exclusively labor and employment law, with a strong
21 emphasis on wage and hour class actions venued in both state and federal courts. During this time
22 period and my legal career in general, I also worked on a number of single and multi-plaintiff wage
23 and hour matters as well. During my employment at Littler Mendelson, I was a member of its Class
24 Action Practice Group.

25 5. During my employment at Littler Mendelson, I played a significant role in the class
26 actions that I was staffed on, and was primarily responsible for managing the litigation both in my role
27 as a Senior Associate and as a Shareholder. In particular, I received a wide-array of wage and hour
28 class action experience performing the following types of tasks: drafting demurrers, motions to strike

1 and/or dismiss; removing actions from state court to federal court; drafting and responding to written
2 discovery; drafting and opposing discovery related motions; arguing discovery related motions;
3 drafting motions to consolidate related matters; interviewing putative class members and obtaining
4 declarations in connection with class certification; drafting oppositions to motions for class
5 certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims,
6 the likelihood of prevailing at class certification and potential damages resulting from such claims;
7 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
9 depositions of corporate witnesses. I also was involved in the negotiations and settlements of many
10 large wage and hour class actions. In short, I played an integral role in all aspects of litigation from
11 the inception of a matter through and beyond class certification. I also supervised the work of several
12 associate attorneys 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 an Associate and/or Shareholder at Littler
15 Mendelson:

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

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

27
28

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

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

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

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

23 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
24 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
25 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
26 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
27 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
28 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,

1 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding;
2 *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
3 Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case
4 No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.
5 Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court,
6 County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane,*
7 *Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael
8 A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior
9 Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El*
10 *Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles,
11 Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No.
12 BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko
13 presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of
14 Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case
15 No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David
16 S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084,
17 California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding;
18 *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los
19 Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire*
20 *R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino,
21 Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-
22 00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C.
23 Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County
24 of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No.
25 BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S.
26 Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-
27 PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip
28 S. Gutierrez presiding.

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

4 10. On July 22, 2020, Plaintiff filed a putative class action complaint against Wetmore in
5 San Bernardino County Superior Court. On September 13, 2021, Plaintiff filed a First Amended
6 Complaint adding causes of action for (i) failure to provide accurate, itemized wage statements; (ii)
7 failure pay all final wages due upon separation of employment; and (iii) civil penalties under the Labor
8 Code Private Attorneys General Act (“PAGA”).

9 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary
10 theories of liability are related to Wetmore’s alleged failure to compensate its non-exempt employees
11 for all time worked, failure to provide meal periods, and failure to permit and authorize rest periods.
12 With respect to Plaintiff’s failure to pay for all time worked, Wetmore contends that it compensated the
13 Settlement Class members for all of their time worked and that the time punch data would necessarily
14 include minutes that were not compensable work time because the employees would not and could not
15 start performing any work prior to the start of the scheduled shift time given the nature of Wetmore’s
16 manufacturing operations. With regard to missed meal periods, Plaintiff alleges that Defendant’s meal
17 period policies/practices failed to required employees to record the start and stop times for alleged meal
18 periods take and for at least a portion of the class period, Defendant would automatically-deduct 30
19 minutes from Plaintiff’s and other non-exempt employees’ work time each shift for a meal break
20 regardless of whether a meal period was actually taken or not, and regardless of whether it was less than
21 30 minutes, and Settlement Class members did not receive legally-complaint second meal periods when
22 they worked in excess of 10.0 hours.

23 12. Wetmore contends it always provided non-exempt employees with an opportunity to
24 take legally compliant meal periods, utilized a bell schedule to provide employees with legally
25 compliant lunches, and all non-exempt employees within the same department are provided with their
26 meal breaks at the same time and that any non-compliant meal periods reflected in employee
27 timekeeping records were solely the result of employee choice, rather than any policy or practice.
28 Wetmore points out that it is only required to “provide” the opportunity to take meal periods, not

1 “ensure” meal periods are taken, and that they have always done so. Finally, Wetmore contends
2 Plaintiff’s meal period claim is not suited for class certification, since individual inquiries would be
3 required to assess which employees took non-compliant meal periods, how many meal periods were
4 non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period
5 or missed a meal period during a particular shift.

6 13. Plaintiff alleges that she and Class Members were also not authorized and permitted to
7 take all required rest periods. Specifically, Plaintiff alleges that she and other Settlement Class
8 Members were not authorized and permitted to take all required rest periods due to Defendant’s rest
9 period policies/practices which fail to authorize and permit all rest periods for every four hours
10 worked, *or major fraction thereof*. Specifically, Defendant did not authorize and permit Plaintiff to
11 take a 2nd rest period when she worked a shift in excess of 6.0 hours, nor a 3rd rest break for shifts
12 worked in excess of 10.0 hours.

13 14. Wetmore also argues that Plaintiff’s rest period claim is inherently unsuited for class
14 treatment as it requires an individualized inquiry into whether each Class Member was in fact
15 authorized and permitted to take a compliant rest period, which would devolve into an unmanageable
16 series of mini-trials.

17 15. Plaintiff alleges that Wetmore issued inaccurate wage statements in violation of Labor
18 Code section 226 as a result of the alleged unpaid wages and unpaid meal and rest period premium
19 wages described above and for issuing wage statements that did not include all hours worked and the
20 rate of pay.

21 16. Wetmore argues that meal and rest period claims cannot support a claim for wage
22 statement penalties. Wetmore further argues that its alleged wage statement violations could not be
23 shown to be “knowing and intentional,” and that Plaintiff cannot show that she or any other employee
24 “suffer[ed] injury” as a result of the alleged wage statement violations, as required by Lab. Code §
25 226(e) for imposition of penalties.

26 17. Plaintiff alleges that Wetmore is also liable for waiting time penalties under Labor Code
27 section 203 as a result of its failure to pay all meal and rest period premium wages.

28 18. Wetmore asserts it has strong defenses to the waiting time claim because there exist

1 good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties.

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

4 20. Wetmore argues that Plaintiff's PAGA claim will fail for the same reasons that her
5 underlying claims will fail. Wetmore also maintains that, given its good faith defenses, this Court
6 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Wetmore
7 liable.

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

14 22. After agreeing to participate in an early mediation, Wetmore informally produced time
15 records data for 15% of the putative class randomly selected by Plaintiff, as well as its wage and hour
16 policies and other relevant documents and information relevant to the claims alleged in advance of
17 mediation. The data and timekeeping records enabled Plaintiff to evaluate unpaid wages as well as the
18 number of potential rest and meal period violations during the Class Period, along with the potential
19 wage statement, waiting time, and PAGA civil penalties owed. Further, after the detailed review of the
20 time records and other documents and policies produced by Wetmore, Class Counsel drew on their
21 extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This
22 discovery allowed the parties to assess the merits and value of Plaintiff's claims and Wetmore's
23 defenses thereto, if a settlement could not be reached.

24 23. On March 1, 2021, after extensive research and analysis, a full-day mediation was held
25 with Jeffrey A. Ross, Esq., a well-respected wage and hour class action mediator. During mediation,
26 the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's
27 claims, and the legal basis for the claims and defenses. Ultimately, the parties agreed in principle on a
28 class-wide resolution. As part of the Settlement, the Parties agreed that Plaintiff would file a First

1 Amended Complaint which adds claims for failure to) failure to provide accurate, itemized wage
2 statements pursuant to Labor Code section 226; (ii) failure pay all final wages due upon separation of
3 employment pursuant to Labor Code section 203; and (iii) civil penalties under the under the PAGA
4 pursuant to Labor Code sections 2699 *et seq.* After a full day of mediation, the Parties reached an
5 agreement and executed a MOU. Thereafter, the Parties signed the Stipulation of Settlement
6 (“Settlement”).

7 24. On April 19, 2021, Plaintiff filed her motion for preliminary approval of the Settlement.
8 On June 14, 2021, the Court granted preliminary approval of the Settlement. Attached hereto as
9 **Exhibit A** is a true and correct copy of the June 14, 2021 Order Granting Preliminary Approval. At
10 the time of preliminary approval of the Settlement, Plaintiff estimated there were approximately 274
11 Settlement Class Members based on the data provided prior to the March 1, 2021 mediation. The
12 Section 5.D of Settlement included an Escalator Clause that would have been triggered had the number
13 of workweeks worked by the Settlement Class Members exceeded 40,705. After the Settlement
14 Administrator received the data, the Settlement Administrator confirmed that total workweeks worked
15 by the Settlement Class Members did not exceed this amount and the Escalator Clause was not
16 triggered. On September 13, 2021, Plaintiff filed the First Amended Class and Representative Action
17 Complaint (“FAC”).

18 25. The Settlement Class encompasses “All current and former non-exempt, hourly,
19 employees of Defendant Wetmore Tool and Engineering Company who worked in California at any
20 time between July 23, 2016 and June 14, 2021.”

21 26. Funds remaining unclaimed will be distributed to the California State Controller's
22 Office – Unclaimed Property Fund in the name of the Class Member.

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

25 28. My law firm’s and co-counsel’s work on this case includes, but is not limited to
26 conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research, reviewing
27 Wetmore’s documents and policies, reviewing and analyzing Class Members’ timekeeping and payroll
28 records, preparing for and attending mediation, negotiating and revising the long-form Settlement,

1 preparing the Motion for Preliminary Approval of Settlement and Final Approval, overseeing the
2 settlement administration process, communicating with Class Members, and otherwise litigating this
3 case.

4 29. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm
5 dedicated substantial resources to this litigation, including expending a total of \$9,755.31, in actual
6 costs, have devoted substantial time to this litigation and expect to incur approximately \$565.00 in
7 future costs for filing the instant motion, filing the final declaration regarding distribution of
8 settlement, filing of the distribution declaration in 2023, service and messenger fees, postage fees,
9 and/or CourtCall costs for future appearances.² A true and correct copy of my firm's and Haines Law
10 Group's costs summary in this matter is attached hereto as **Exhibit B**.

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

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

27
28

² This includes total costs incurred by both law firms.

Moreover, as discussed above, Class Counsel has advanced \$9,755.31 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.

32. In this case, Class Counsel have a lodestar of \$180,280.00 without the use of any multiplier, which results in a multiplier of approximately 1.83 compared to the \$330,000.00 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 (23rd Year Attorney)	\$750	61.6	\$46,200
Elizabeth Nguyen (16th Year Attorney)	\$650	126.3	\$82,095
Paul K. Haines (15th Year Attorney)	\$650	25.1	\$16,315
Milan Moore (6th Year Attorney)	\$400	10.9	\$ 4,360
Romina Tamiry (2nd Year Attorney)	\$295	81.1	\$23,925
Paralegals	\$175	42.2	\$7,385
Total Lodestar			\$180,280

33. My proposed hourly rate of \$650, Mr. Lidman's proposed hourly rate of \$750, 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**.

34. 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).

35. 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%).

36. Plaintiff has provided written approval of the split of attorneys' fees in this action: 31% to Lidman Law, APC, 46.5% to Haines Law Group, APC, and 22.5% to Michael Burgis & Associates, P.C. Michael Burgis & Associates, P.C. is the referring attorney. 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.

1 37. The total requested for Plaintiff as a service award is \$10,000.00 (of which \$5,000 is
2 specifically designated in the Settlement as consideration for Plaintiff's agreement to separate her
3 employment). The request is reasonable given Plaintiff took on significant risks, including the risk
4 that she could be liable for Defendant's costs if this case was unsuccessful. Plaintiff also was integral
5 in the prosecution of this action, by, among other things, gathering documents for use in this lawsuit,
6 providing factual information to my firm and the mediator regarding her claims, and working with
7 Class Counsel on the to prepare for mediation and discuss the case, the merits, the defenses, and the
8 settlement reached. Further, Plaintiff put her future employment prospects at risk by becoming a
9 named Plaintiff in a representative action since the lawsuit is public record and may become known
10 to prospective employers when evaluating her for employment. Plaintiff also agreed to a full and
11 general release of all claims against Wetmore arising from her employment and also agreed to separate
12 her employment.

13 38. Plaintiff served the proposed Settlement on the California Labor & Workforce
14 Development Agency ("LWDA") on April 19, 2021. A true and correct copy of the email generated
15 by the LWDA website after Plaintiff submitted the Settlement Agreement to the LWDA is attached
16 hereto as **Exhibit D**.

17 39. Plaintiff served the Order Granting Preliminary Approval of the Settlement Agreement
18 on the LWDA on June 18, 2021. A true and correct copy of the email generated by the LWDA website
19 after Plaintiff submitted the order Granting Preliminary Approval to the LWDA is attached hereto as
20 **Exhibit E**.

21 40. Plaintiff will also provide the LWDA with a copy of the Motion for Final Approval and
22 supporting documents after it is filed and will file a supplemental proof of service prior to the hearing.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct. Executed on September 24, 2021, at El Segundo, California.

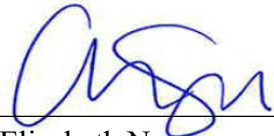
25
26
27
28

Elizabeth Nguyen

EXHIBIT A

EXHIBIT A

COPY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 14 2021

BY 
JESSICA MORALES, DEPUTY

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
Romina Tamiry (SBN 328420)
rtamiry@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
MAYRA CORTES

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

Attorneys for Plaintiff
MAYRA CORTES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MAYRA CORTES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

WETMORE TOOL AND ENGINEERING
COMPANY, a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVDS2016160

*[Assigned for All Purposes to the Hon. David S.
Cohn, Dept. S-26]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: June 14, 2021
Time: 10:00 a.m.
Dept.: S-26

Action Filed: July 23, 2020
Trial Date: None Set

1 The Motion of Plaintiff Mayra Cortes ("Plaintiff") for Preliminary Approval of Class
2 Action Settlement ("Motion") came on regularly for hearing before this Court on June 14, 2021
3 at 10:00 a.m. in Department S-26. The Court, having considered the proposed Stipulation of
4 Settlement (the "Settlement"), attached as Exhibit 1 to the Declaration of Elizabeth Nguyen filed
5 concurrently with the Motion; having considered Plaintiff's Motion, Memorandum of Points and
6 Authorities in support thereof, and supporting declarations filed therewith; and good cause
7 appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All current and former non-exempt, hourly, employees of Defendant
16 Wetmore Tool and Engineering Company who worked in California at any
17 time between July 23, 2016 and the date of preliminary approval.

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

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

24 4. The Court approves, as to form and content, the Notice of Pendency of Class
25 Action and Proposed Settlement and Notice of Individual Settlement Award attached to the
26 Settlement as **Exhibit B**.
27
28

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

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

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

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

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

20 10. The Final Fairness Hearing on the question of whether the Settlement should be
21 finally approved as fair, reasonable, and adequate is scheduled in Department S-26 of this Court,
22 located at 247 West Third Street, San Bernardino, California 92415 on 10.20, 2021
23 at 10:00 a.m./ p.m.

24 11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement
25 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
26 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's
27 application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to
28

Plaintiff, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

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

13. Plaintiff is granted leave to file the First Amended Complaint Class and Representative Action Complaint, which is attached as **Exhibit A** to the Settlement.

14. An implementation schedule is below:

Event	Date	Actual Date ¹
Defendant to provide Class Data to Settlement Administrator	20 calendar days after the Court enters an order granting preliminary approval.	July 6, 2021 ²
Settlement Administrator to mail Notice Packets to Class Members	14 calendar days after receiving Class Data from Defendant	July 20, 2021
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	September 20, 2021 ³
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing	
Final Fairness Hearing:	<u>10.20</u> , 2021	@10:00 am

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

¹ These dates are based on the Court granting preliminary approval at the hearing, currently noticed for June 14, 2021.

² Plaintiff recognizes that 20 calendar days would be Sunday, July 4, 2021. Therefore, Plaintiff calendared this deadline for the next business day, Tuesday, July 6, 2021.

³ Plaintiff recognizes that 60 calendar days would be Saturday, September 18, 2021. Therefore, Plaintiff calendared this deadline for the next business day, Monday, September 20, 2021.

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

4 **IT IS SO ORDERED.**

5
6 Dated: 10/14, 2021

DAVID COHN

Honorable David S. Cohn
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Mayra Cortes v. Wetmore Tool and Engineering Company.

EXPENSE	AMOUNT
Mediation Costs	\$7,000.00
Filing, Service, and Messenger Fees	\$2,482.43
CourtCall Costs	\$188.00
Copying Costs	\$ 38.52
Postage Costs	\$ 46.36
Anticipated Costs for filing the Final Approval motion, CourtCall appearances, service fees, copying and postage	\$565.00
TOTAL:	\$10,320.31

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
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., *McDowell v. District of Columbia*, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); *Salazar v. Dist. of Col.*, 123 F.Supp.2d 8 (D.D.C. 2000).

* "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: [FormAssembly](#) on behalf of [DIR PAGA Unit](#)
To: [Gladys Beltran](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Monday, April 19, 2021 5:08:04 PM

04/19/2021 05:07:31 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



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 *

San Bernardino Superior C

Court Case Number *

CIVDS2016160

Hearing Date (if any)

6/14/2021

Hearing Time

10:00 am

Hearing Location

Department S-26, 247 We

Number of aggrieved employees *

274

Gross settlement amount *

990000

Gross penalty amount *

50000

Penalties to LWDA *

37500

Date of proposed settlement *

04/06/2021

Proposed Settlement and Other Documents

Proposed Settlement *

 2021-04-19 We...n (final).pdf

Other Attachment (if any)

 2021-04-19 W...updated).pdf

Other Attachment (if any)

 2021-04-19 W...c ISO PA.pdf[Remove](#)

Other Attachment (if any)

 2021-04-19 W...c ISO PA.pdf[Remove](#)

Other Attachment (if any)

 2021-04-19 W...c ISO PA.pdf[Remove](#)

Other Attachment (if any)

 2021-04-19 W...c ISO PA.pdf[Remove](#)

Other Attachment (if any)

 2021-04-19 We...n (final).pdf[Remove](#)

Other Attachment (if any)

 2021-04-01 We... (FINAL).pdf[Remove](#)

Other Attachment (if any)

[Remove](#) 2021-04-15 We...n (final).pdf

Other Attachment (if any)

[Remove](#) 2021-04-19 W...ore POS.pdf

Other Attachment (if any)

[Remove](#) 2021-04-08 W...xecuted.pdf[Add Another Attachment](#)

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

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

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

EXHIBIT E

EXHIBIT E

From: [FormAssembly](#) on behalf of [DIR PAGA Unit](#)
To: [Gladys Beltran](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Friday, June 18, 2021 11:12:42 AM

06/18/2021 11:12:35 AM

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

Item submitted: Court Order or Judgment

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



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 *

gbeltran@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

4243224772

Your City *

El Segundo

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

90245

Court Case Name and Plaintiff Information

Court Case Name

Mayra Cortes v Wetmore T

Plaintiff Name

Mayra Cortes

Order or Judgment Details

Gross settlement amount *

990000

Gross penalties *

50000

Penalties to LWDA *

37500

Fee award *

330000

Court Order, Judgment File and Other Files

Court Order or Judgment *

 2021-06-14 W...nting PA.pdf

Other Attachment

 No file chosen[Add Another Attachment](#)

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

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

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