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BERNARDO SANTOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

BERNARDO SANTOS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TORRES FARM LABOR CONTRACTOR,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. BCV-19-102470

*[Assigned for All Purposes to the Hon.
Bernard C. Barmann, Jr., Dept. 10]*

**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: January 14, 2022
Time: 8:30 a.m.
Dept.: 10

Complaint Filed: August 30, 2019
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 Bernardo Santos (“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.
5 I 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
8 for the Honorable Erithe A. Smith, U.S. Bankruptcy Court for the Central District of California. During
9 law school, I also worked as a law clerk in the Enforcement Unit of the Office of the Chief Trial Counsel
10 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 “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
19 Shareholder in 2015, and was elevated to participating Shareholder in 2017. Since October 2007, my
20 practice has been and continues to be exclusively labor and employment law, with a strong emphasis on
21 wage and hour class actions venued in both state and federal courts. During this time period and my legal
22 career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.
23 During 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
25 actions that I was staffed on, and was primarily responsible for managing the litigation both in my role
26 as a Senior Associate and as a Shareholder. In particular, I received a wide-array of wage and hour class
27 action experience performing the following types of tasks: drafting demurrers, motions to strike and/or
28 dismiss; removing actions from state court to federal court; drafting and responding to written discovery;

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

17 ► *Herrera v. Pharmavite, LLC*, Case No. BC599201, Los Angeles Superior Court, County
18 of Los Angeles, Honorable Judge Carolyn Kuhl, presiding.

19 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United States
20 District Court, Central District of California, Honorable Judge Percy Anderson, presiding.

21 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United States
22 District Court, Central District of California, Honorable Judge Percy Anderson, presiding.

23 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California Superior
24 Court, County of Los Angeles, Honorable Judge Jane Johnson, presiding.¹

25 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California Superior
26 Court, County of Orange, Honorable Judge Thierry Patrick Colaw, presiding.

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

1 ▶ *Page v. Luxottica Retail North America, Inc.*, Case No. FCS041512, California Superior
2 Court, County of Solano, Honorable Judge Paul Berman, presiding.

3 ▶ *Parker v. FedEx National LTL, Inc.*, Case No. 11-CV-006380-DSF-FFM, United States
4 District Court, Central District of California, Honorable Judge Dale Fischer, presiding.

5 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States
6 District Court, Central District of California, Honorable Judge Margaret Morrow, presiding.

7 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States District
8 Court, Central District of California, Honorable Judge Margaret Morrow, presiding.

9 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL, California
10 Superior Court, County of San Diego, Honorable Judge Jeffrey B. Barton, presiding.

11 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior Court,
12 County of Santa Clara.

13 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
14 County of Los Angeles, Honorable Judge Terry Green, presiding.

15 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior Court,
16 County of San Francisco.

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

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

21 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to start a law firm
22 with another former Littler Mendelson Shareholder, Scott M. Lidman, to represent employees with work-
23 related claims, including primarily wage and hour claims and almost exclusively on a class-action basis.
24 I am currently a Shareholder of Lidman Law, APC. Currently, over ninety percent (90%) of my practice
25 is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently responsible
26 for prosecuting over sixty-five (65) wage and hour class actions filed in State courts throughout
27 California, with several of them having been removed to Federal courts. I believe that my professional
28 experience renders me more than qualified to serve as class counsel in this lawsuit involving claims of

underpaid overtime and minimum wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and hour cases throughout my career involving similar claims, including the wage and hour class actions identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay involved in wage and hour class action litigation.

8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No. BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*

1 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
2 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
3 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
4 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
5 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
6 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
7 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
8 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
9 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
10 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
11 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
12 Honorable Judge Philip S. Gutierrez presiding.

13 9. As co-counsel for Plaintiff and the proposed Settlement Class, I have been intimately
14 involved in every aspect of this case from the time my firm became co-counsel through the present, and
15 I believe that the proposed Settlement is a favorable result for the Settlement Class under the
16 circumstances presented.

17 10. On August 30, 2019, Plaintiff filed a putative class action complaint against Defendant
18 Torres Farm Labor Contractor, Inc. (hereinafter referred to as “Torres Farm” or “Defendant”) in Kern
19 County Superior Court. On April 30, 2021, pursuant to the Parties’ stipulation and in connection with
20 effectuating the terms of the settlement, Plaintiff filed a First Amended Class and Representative Action
21 Complaint (“FAC”). In the FAC, Plaintiff alleges that Defendant: (1) failed to pay all minimum wages
22 owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods;
23 (4) failed to authorize and permit all legally required rest periods; (5) failed to provide accurate, itemized
24 wage statements; (6) failed to timely pay all wages upon separation of employment; (7) engaged in
25 unlawful business practices; and (8) is liable for civil penalties under the Labor Code Private Attorneys
26 General Act of 2004 (“PAGA”).

27 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories
28 of liability are related to Defendant’s alleged failure to pay for all time worked and failure to provide

1 Class Members all legally compliant duty-free meal and rest periods. Plaintiff alleges that Defendant
2 would keep track of Plaintiff's time worked and would unlawfully round/shave Plaintiff's work time such
3 that Plaintiff would not be fully paid for all time worked. Further, Plaintiff was required to work and
4 clock in 5 minutes before the start of his scheduled shift but was not compensated until his scheduled
5 start time. In addition, upon information and belief, Defendant had a policy and practice of automatically-
6 deducting 15 minutes from an employee's work time if he or she clocked in after the scheduled start time
7 regardless of the actual number of minutes the employee clocked in late. This time-shaving and/or
8 rounding practice utilized by Defendant was not even-handed over time and would almost exclusively
9 round and shave in Defendant's favor such that Plaintiff was routinely underpaid for all his time worked.
10 Plaintiff also alleges that he and other Settlement Class Members often worked in excess of ten hours per
11 workday, but Defendant failed to provide overtime compensation equal to one and one-half times their
12 regular rate of pay for all such overtime hours. In the complaint, Plaintiff alleged, upon information and
13 belief during at least a portion of the class period, Defendant paid Plaintiff and other Settlement Class
14 Members weekly "Units" pay and/or bonuses. These "Units" pay, bonuses, and/or other forms of pay
15 were not excludable as a matter of law when calculating an employee's regular rate (hereinafter the
16 aforementioned forms of pay are collectively referred to as "Incentive Pay"). Plaintiff alleged, upon
17 information and belief, that despite Defendant's payment of Incentive Pay to Plaintiff and other
18 Settlement Class Members, Defendant failed to include all forms of Incentive Pay when calculating
19 employee's regular rate of pay, thereby causing Plaintiff and other Settlement Class Members to be
20 underpaid all of their overtime wages owed.

21 12. Defendant contends that it compensated non-exempt employees for all of their time
22 worked and that the time punch data would necessarily include minutes that were not compensable work
23 time because the employee would not start performing any work prior to the start of the shift and/or
24 would not perform any work after the scheduled stop time. Defendant also contends that its rounding
25 practices were lawful and any unpaid time was *de minimis* and therefore non-compensable. Defendant
26 further asserts that Plaintiff would be unable to certify a rounding or off-the-clock claim given the
27 individualized inquiries that would be required, given that Defendant's rounding mechanism was,
28 according to Defendant, allegedly favored the employees. Defendant further contends that Settlement

1 Class Members received all overtime wages to which they were entitled. Defendant contends that
2 Settlement Class Members received all overtime wages to which they were entitled and that it maintained
3 pay codes for shift differentials, shift differential based on regular hours, shift differential based on
4 overtime hours, shift differential based on double overtime hours and properly paid overtime wages and
5 the correct regular rate of pay. Defendant contends that the use of “Units” on the wage statements were
6 not for payment of any bonuses and were labels for the different shift differentials paid.

7 13. Plaintiff alleges that he and Settlement Class Members were not provided with all legally-
8 required off-duty meal periods in compliance with California law due to Defendant’s unlawful meal
9 period policies and practices. Specifically, Plaintiff alleges that Defendant had a policy and practice of
10 staggering the meal periods for non-exempt employees, resulting Defendant providing non-exempt
11 employees with a meal period after the start of their fifth hour of work. As a result, Plaintiff’s and other
12 non-exempt employees’ meal periods were often late or otherwise unlawful. Additionally, for at least a
13 portion of the class period, Defendant would automatically-deduct 30 minutes from Plaintiff’s and other
14 non-exempt employee’s work time and regardless of whether they actually took a meal period, and
15 regardless of how long a meal period was if in fact taken. Further, when Plaintiff worked shifts of over
16 10.0 hours, he was not always provided a second 30-minute meal period due to Defendant’s meal period
17 policies/practices that failed to provide for a second meal period for shifts of over 10.0 hours.

18 14. Defendant counters that it has always provided non-exempt employees with an
19 opportunity to take legally compliant meal periods, the supervisors stagger breaks, and that it maintains
20 and track compliance meal breaks utilizing detailed handwritten records. In addition, Defendant contends
21 that it maintains forms that non-exempt employees can complete if they were not provided with a meal
22 period in order to be paid a meal period premium. Further, any purported non-compliant meal periods
23 reflected in employee timekeeping records were solely the result of employee choice, rather than any
24 policy or practice of Defendant. Defendant points out that it is only required to “provide” the opportunity
25 to take meal periods, not “ensure” meal periods are taken, and that it has always done so. Finally,
26 Defendant contends Plaintiff’s meal period claim is not suited for class certification, since individual
27 inquiries would be required to assess which employees took non-compliant meal periods, how many meal
28 periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant

1 meal period or missed a meal period during a particular shift.

2 15. Plaintiff alleges that he and other Settlement Class Members were not authorized and
3 permitted to take all required rest periods due to Defendant's rest period policies/practices which fail to
4 authorize and permit a third 10-minute rest period on all shifts worked in excess of 10.0 hours.

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

11 17. As a result of the alleged unpaid wages and unpaid meal and rest period premium wages
12 described above, Plaintiff alleges that Defendant issued inaccurate wage statements in violation of Labor
13 Code § 226.

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

19 19. Plaintiff alleges that as a result of the above, Defendant failed to pay all wages owed to
20 Settlement Class Members upon their separation of employment.

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

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

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

1 Plaintiff's claims.

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

8 24. After agreeing to participate in early mediation, Defendant informally produced time
9 records and payroll data for the 20% of the putative class randomly selected by Plaintiff, as well as its
10 wage and hour policies and other relevant documents and information relevant to the claims alleged in
11 advance of mediation. Plaintiff retained an expert to conduct an analysis of the payroll data and time
12 records produced by Defendant. After the detailed review of the payroll and time records and other
13 documents and policies produced by Defendant, Class Counsel drew on their extensive experience in
14 similar cases to assess the strengths and weaknesses of Plaintiff's case. The discovery allowed the Parties
15 to discuss the strengths and weaknesses of Plaintiff's contemplated claim for civil penalties under the
16 PAGA and various theories of liability on his claim. This discovery allowed the parties to assess the
17 merits and value of Plaintiff's claims and Defendant's defenses thereto for mediation.

18 25. On October 30, 2020 after extensive research and analysis, including a detailed analysis
19 of Defendant's potential exposure by Plaintiff's retained expert who holds a Ph.D. in economics, a full-
20 day mediation was held with Steven G. Mehta, Esq., a well-respected wage and hour class action
21 mediator. During mediation, the parties vigorously debated their opposing legal positions, the likelihood
22 of certification of Plaintiff's claims, and the legal basis for the claims and defenses. As part of the
23 negotiations and settlement discussions, the Parties agreed that Plaintiff would file a FAC which adds a
24 claim for civil penalties under the PAGA. After a full day mediation, the Parties reached agreement on
25 a class-wide resolution. In the months that followed, the Parties finalized the terms of the settlement and
26 executed the Stipulation of Settlement ("Settlement").

27 26. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for
28 Preliminary Approval on April 26, 2021. On August 13, 2021, the Court issued an Order Granting

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

3 27. The Settlement Class encompasses “all current and former non-exempt, hourly,
4 employees of Defendant Torres Farm Labor Contractor, Inc. who worked at Grimmway Enterprises, Inc.
5 and related entities’ facilities (including, but not limited to, Grimmway Enterprises, Inc. aka Grimmway
6 Farms and Cal-Organic Farms) in California at any time between August 29, 2015 and May 1, 2021.”

7 28. After disbursement, Settlement Class Members will have 120 days to cash their checks.
8 Funds remaining unclaimed will be distributed to Juvenile Diabetes Research Foundation (JDRF) located
9 at 811 Wilshire Blvd, Los Angeles, CA 90017. I have confirmed that my firm, my co-counsel’s firm, and
10 Plaintiff do not have a connection to or a relationship with the JDRF that could create the appearance of
11 impropriety as between these organizations and the interests of the class. Mr. Thomas Feher, counsel for
12 Defendant, has also confirmed in an email that counsel and Defendant do not have a connection to or a
13 relationship with the identified organization that could create the appearance of impropriety as between
14 the identified organization and the interests of the class.

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

17 30. My law firm’s and co-counsel’s work on this case includes, but is not limited to:
18 conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research, reviewing
19 Defendant’s documents and policies, analyzing Settlement Class Members’ timekeeping data and payroll
20 records, preparing for and attending mediation, negotiating and revising the long-form Settlement,
21 preparing this Motion, and otherwise litigating the case.

22 31. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of
23 litigation for over two years without receiving any compensation to date. To date, my law firm and co-
24 counsel’s firm, Haines Law Group, APC have incurred \$19,511.00 in actual costs and have devoted
25 substantial time to this litigation and expect to incur approximately \$450.00 in future costs for filing the
26 instant motion, filing the final declaration regarding distribution of settlement, service and messenger
27 fees, postage fees, and/or court costs for future court appearances. Attached hereto as **Exhibit B** is an
28 Expense Summary reflecting these costs, which include but are not limited to: filing fees, messenger fees,

1 service fees, copying costs, mediation fees, and postage.

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

8 33. Given the considerable potential for adverse outcomes in this case, including, but not
9 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
10 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other
11 practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated
12 for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not
13 responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if
14 Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in
15 this matter, my firm and co-counsel firm will have litigated this case for well over one year with no
16 payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed
17 above, Class Counsel has advanced a total of \$19,511.00 (and anticipate incurring an additional \$450.00
18 in hard costs in connection with filing the motion for final approval and attending the hearing on the
19 motion for final approval and related tasks) for a total of \$19,961.00 in litigation costs on a contingency
20 basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did
21 not prevail in this lawsuit.

22 34. In this case, Class Counsel have a lodestar of **\$195,896.50** which results in a multiplier of
23 approximately 2.29 compared to the \$450,000.00 fee request. The following is a general summary
24 showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-
25 counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (23rd Year Attorney)	\$750	77.8	\$58,350
Elizabeth Nguyen (16th Year Attorney)	\$650	125.9	\$81,835

Paul K. Haines (15th Year Attorney)	\$650	21.6	\$14,040
Milan Moore (6th Year Attorney)	\$400	24.3	\$9,720
Romina Tamiry (2nd Year Attorney)	\$295	95.2	\$28,084
Paralegals	\$175	22.1	\$3,867.50
Total Lodestar			\$195,896.50

35. My proposed hourly rate of \$650, Mr. Lidman's proposed hourly rate of \$750, Mr. Haines' proposed hourly rate of \$650, Ms. Moore's proposed hourly rate of \$400, and Ms. Tamiry's proposed hourly rate of \$295 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 23rd year attorney is \$914, the hourly rate for a 16th year attorney is \$759, the hourly rate for a 6th year attorney is \$465, and the hourly rate for a 2nd year attorney is \$378.

36. 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)

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

9 38. Plaintiff has provided written approval of the split of attorneys' fees in this action: 46.5%
10 to Haines Law Group, APC 31% to Lidman Law, APC, and 22.5% to the Michael Burgis & Associates,
11 P.C. Michael Burgis & Associates, P.C. is the referring attorney. Further, being a private law practice
12 my firm can only properly litigate a limited number of cases at one time. The professional demands of
13 this case were significant, including a significant number of hours of attorney and paralegal time. This
14 litigation precluded my firm from other employment due to the time and financial commitments required
15 by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only
16 compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the
17 requested fees are reasonable.

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

27 40. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
28 Workforce Development Agency ("LWDA") via its website on April 27, 2021, the same day that he

1 the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached hereto
2 as **Exhibit D**. On August 19, 2021, Plaintiff submitted a copy of the Order granting preliminary approval
3 on the LWDA via its website. A true and correct copy of the proof of service is attached hereto as **Exhibit**
4 **E**.

5 41. As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to
6 Settlement Class members, the final judgment entered by the Court and any changes to the Final Approval
7 hearing date or location will be posted on the Settlement Administrator's website at
8 <http://www.phoenixclassaction.com/santos-v-torres-farm/>.

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

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed on December 21, 2021, at El Segundo, California.

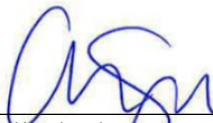
15 
16 _____
Elizabeth Nguyen

EXHIBIT A

EXHIBIT A

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
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Attorneys for Plaintiff
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El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
BERNARDO SANTOS

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

BERNARDO SANTOS , as an individual
and on behalf of all others similarly situated,

Plaintiff,
vs.

TORRES FARM LABOR CONTRACTOR,
INC., a California corporation; and DOES 1
through 100, inclusive,
Defendants.

Case No.: BCV-19-102470

*[Assigned for All Purposes to the Hon. Bernard
C. Barmann, Jr. Dept. 10]*

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

Date: July 12, 2021
Time: 8:30 a.m.
Dept.: 10

Complaint Filed: August 30, 2019
Trial Date: None Set

1 The Motion of Plaintiff Bernardo Santos (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement (“Motion”) came on regularly for hearing before this Court on July 12, 2021 at
3 8:30 a.m. in Department 18. The Court, having considered the proposed Stipulation of Settlement
4 (the “Settlement”), attached as Exhibit 1 to the Declaration of Elizabeth Nguyen filed concurrently
5 with the Motion; having considered Plaintiff’s Motion, Memorandum of Points and Authorities
6 in support thereof, and supporting declarations filed therewith; and good cause appearing,
7 **HEREBY ORDERS THE FOLLOWING:**

8 1. Effective July 12, 2021, the Court GRANTS preliminary approval of the class action
9 settlement as set forth in the Settlement and finds it terms to be within the range of reasonableness
10 of a settlement that ultimately could be granted approval by the Court at a Final Fairness Hearing.
11 For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable
12 and that there is a sufficiently well-defined community of interest among the members of the
13 Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court
14 grants conditional certification of the following Settlement Class:

15 All current and former non-exempt, hourly, employees of Defendant Torres
16 Farm Labor Contractor, Inc. who worked at Grimmway Enterprises, Inc.
17 and related entities’ facilities (including, but not limited to, Grimmway
18 Enterprises, Inc. aka Grimmway Farms and Cal-Organic Farms) in
California at any time between August 29, 2015 and May 1, 2021.

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

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 10 of this Court,
22 located at 1415 Truxtun Ave., Bakersfield, California 93301 on **January 14, 2022 at 8:30 a.m.**

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

under the Labor Code Private Attorneys General Act (“PAGA”) should be granted.

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

13. An implementation schedule is below:

Event	Date	Actual Date ¹
Defendant to provide Class Data to Settlement Administrator	20 calendar days after the Court enters an order granting preliminary approval.	August 30, 2021
Settlement Administrator to mail Notice Packets to Class Members	20 business days after receiving Class Data from Defendant	September 28, 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	November 29, 2021 ²
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:	January 14, 2022 at 8:30 a.m.	

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

//

//

¹ The first three dates in this schedule are based on the Court signing this Order on August 10, 2021. If the Court signs the Order on a different date, these three deadlines will be adjusted accordingly.

² Plaintiff recognizes that 60 calendar days after September 28, 2021 would be Saturday, November 27, 2021. Therefore, this deadline is calendared for the next business day, Monday, November 29, 2021.

1 15. 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: Signed: 8/13/2021 01:49 PM, 2021


Honorable Bernard C. Barmann, Jr.
Judge of the Superior Court

PROOF OF SERVICE

Bernardo Santos v. Torres Farm Labor Contractor, Inc.
Kern County Superior Court Case No. BCV-19-102470

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 August 19, 2021, I served the foregoing document(s) described as:
**ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS REPRESENTATIVE'S SERVICE AWARD, AND
ATTORNEY'S FEES AND COSTS**
on the interested party(ies) in this action as follows:

Thomas P. Feher, Esq.
LeBeau Thelen, LLP
5001 E. Commercenter Drive, Ste. 300
P.O. Box 12092
Bakersfield, CA 93389-2092

[X] (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 19, 2021 at El Segundo, California.

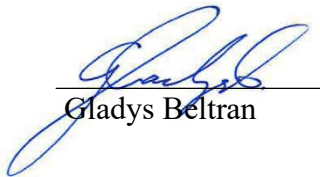

Gladys Beltran

EXHIBIT B

EXHIBIT B

Expense Summary
Bernardo Santos v. Torres Farm Labor Contractor, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$7,359.38
Filing, Service, and Messenger Fees	\$2,759.50
Copying Costs	\$358.75
Postage Costs	\$41.37
CourtCall Expenses	282.00
Expert Expenses	\$8,710.00
Anticipated Costs for filing the Final Approval motion, court appearances, service fees, copying and postage	\$450.00
TOTAL:	\$19,961.00

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

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Romina Tamiry (SBN 328420)
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Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
BERNARDO SANTOS

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phaines@haineslawgroup.com
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Fax: (424) 292-2355

Attorneys for Plaintiff
BERNARDO SANTOS

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

BERNARDO SANTOS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

TORRES FARM LABOR CONTRACTOR,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: BCV-19-102470-DRL

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

Date: June 24, 2021
Time: 8:30 a.m.
Dept.: 18

Complaint Filed: August 30, 2019
Trial Date: None Set

PROOF OF SERVICE

Bernardo Santos v. Torres Farm Labor Contractor, Inc.
Kern County Superior Court Case No. BCV-19-102470

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 April 27, 2021, I served the foregoing document(s) described as:

1. **STIPULATION OF SETTLEMENT**
2. **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**
3. **COMPENDIUM OF DECLARATIONS FILED CONCURRENTLY WITH PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
4. **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE'S SERVICE AWARD, AND ATTORNEYS' FEES AND COSTS**

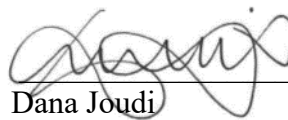
on the interested party(ies) in this action as follows:

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- 824851-21.

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

Executed on April 27, 2021 at El Segundo, California.


Dana Joudi

Dana Joudi

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Tuesday, April 27, 2021 12:50 PM
To: Dana Joudi
Subject: Thank you for your Proposed Settlement Submission

04/27/2021 12:49:53 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

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

[Search for PAGA Case number](#)

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

Your Information (Person Who is Filing)

Your First Name *

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 *

90245

Court and Hearing Information

Court *

Kern County Superior Cou

Court Case Number *

BCV-19-102470

Hearing Date (if any)

6/24/21

Hearing Time

8:30 a.m.

Hearing Location

Dept. 18, 1415 Truxtun A

Number of aggrieved employees *

725

Gross settlement amount *

1350000

Gross penalty amount *

40000

Penalties to LWDA *

30000

Date of proposed settlement *

4/24/2021

Proposed Settlement and Other Documents

Proposed Settlement *

Choose File 2021-04-26 Torres PA.pdf

Other Attachment (if any)

Choose File 2021-04-26 S...ed PAGA.pdf

Other Attachment (if any)

Choose File 2021-04-26 T...pendium.pdf

[Remove](#)

Other Attachment (if any)

Choose File 2021-04-26 To...n (final).pdf

[Remove](#)

[Add Another Attachment](#)

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

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor

children; & financial account numbers. This requirement applies to all documents, including attachments.

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

[Previous Page](#)

[Submit](#)

EXHIBIT E

EXHIBIT E

LIDMAN LAW, APC
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Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
BERNARDO SANTOS

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

Attorneys for Plaintiff
BERNARDO SANTOS

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

BERNARDO SANTOS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

TORRES FARM LABOR CONTRACTOR,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: BCV-19-102470

PROOF OF SERVICE

Complaint Filed: August 30, 2019
Trial Date: None Set

PROOF OF SERVICE

Bernardo Santos v. Torres Farm Labor Contractor, Inc.
Kern County Superior Court Case No. BCV-19-102470

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 August 19, 2021, I served the foregoing document(s) described as:

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

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- 824851-21.

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

Executed on December 21, 2021 at El Segundo, California.



Gladys Beltran

From: [FormAssembly](#) on behalf of [DIR PAGA Unit](#)
To: [Gladys Beltran](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Thursday, August 19, 2021 1:09:46 PM

08/19/2021 01:09:36 PM

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

Item submitted: Court Order or Judgment

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Court Order or Judgment in PAGA case

PAGA Number (LWDA-CM-) : *

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

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

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 Case Name and Plaintiff Information

Court Case Name

Plaintiff Name

Order or Judgment Details

Gross settlement amount *

Gross penalties *

Penalties to LWDA *

Fee award *

Court Order/Judgment File and Other Files

Court Order or Judgment *

 2021-08-13 O...Approval.pdf

Other Attachment

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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.