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

ENEDINA SANCHEZ DE SEGURA, as an  
individual and on behalf of all others similarly  
situated,

Plaintiff,

vs.

KELCOURT PLASTICS, INC., a California  
corporation; and DOES 1 through 100,  
inclusive,

Defendant.

Case No. 30-2021-01219806-CU-OE-CXC

*[Assigned for all purposes to the Hon. Randall J.  
Sherman, Dept. CX105]*

**DECLARATION OF SCOTT M.  
LIDMAN IN SUPPORT OF MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT, CLASS  
REPRESENTATIVE'S SERVICE  
AWARD, AND ATTORNEYS' FEES  
AND COSTS**

Date: March 29, 2024  
Time: 10:00 a.m.  
Dept.: CX105

[Complaint Filed: September 3, 2021]  
[FAC Filed: November 19, 2021]

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

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

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*  
8 *cum laude*. During law school, I worked as a summer associate for the international employment law firm  
9 of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment  
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of  
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm in  
13 the world exclusively devoted to representing management in employment, employee benefits and labor  
14 law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which  
16 was at the time one of the largest international firms in the world. During my employment at Jones Day,  
17 I worked exclusively in the labor and employment department. In or around 2003, I went to work at the  
18 law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I  
19 returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017,  
20 I practiced exclusively labor and employment law, with a strong emphasis and most of my time working  
21 on wage and hour class actions venued in both state and federal courts. During that time 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 5. During my employment at Littler Mendelson, I played a significant role in the class actions  
24 that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular,  
25 I received a wide-array of wage and hour class action experience performing the following types of tasks:  
26 drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court;  
27 drafting and responding to written discovery; drafting and opposing discovery related motions; arguing  
28 discovery related motions; drafting motions to consolidate related matters; interviewing putative class

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

11 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA  
12 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 13 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United  
14 States District Court, Central District of California, Honorable Gary Klausner,  
15 presiding<sup>1</sup>.
- 16 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior  
17 Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 18 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior  
19 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 20 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior  
21 Court, County of Alameda, Honorable Winifred Smith, presiding.
- 22 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,  
23 United States District Court, Central District of California, Honorable Percy  
24 Anderson, presiding.

25  
26  
27  
28 <sup>1</sup> My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1           ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California  
2           Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.<sup>2</sup>
- 3           ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United  
4           States District Court, Central District of California, Honorable Percy Anderson,  
5           presiding.
- 6           ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United  
7           States District Court, Central District of California, Honorable Percy Anderson,  
8           presiding.
- 9           ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California  
10          Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.<sup>3</sup>
- 11          ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California  
12          Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13          ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC,  
14          United States District Court, Southern District of California.<sup>4</sup>
- 15          ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of  
16          Solano, Honorable Paul Berman, presiding.
- 17          ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California  
18          Superior Court, County of Orange, Honorable William Claster, presiding.
- 19          ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California  
20          Superior Court, County of Orange, Honorable William Claster, presiding.
- 21          ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District  
22          Court, Central District of California, Honorable Andrew Guilford, presiding.<sup>5</sup>
- 23          ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United  
24          States District Court, Central District of California, Honorable Margaret Morrow,  
25          presiding.

26  
27 <sup>2</sup> My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal and the California Supreme Court.

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

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

<sup>5</sup> The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1           ▶     *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United  
2                     States District Court, Central District of California, Honorable Margaret Morrow,  
3                     presiding.
- 4           ▶     *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United  
5                     States District Court, Southern District of California, Honorable John A. Houston,  
6                     presiding.
- 7           ▶     *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States  
8                     District Court, Central District of California, Honorable Margaret Morrow,  
9                     presiding.
- 10          ▶     *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States  
11                    District Court, Central District of California, Honorable Margaret Morrow,  
12                    presiding.
- 13          ▶     *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United  
14                    States District Court, Northern District of California.
- 15          ▶     *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,  
16                    California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,  
17                    presiding.
- 18          ▶     *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior  
19                    Court, County of Santa Clara.
- 20          ▶     *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,  
21                    County of Los Angeles, Honorable Terry Green, presiding.
- 22          ▶     *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior  
23                    Court, County of San Francisco.
- 24          ▶     *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District  
25                    Court, Northern District of California, Honorable Richard Seeborg, presiding.

26           7.     In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own  
27 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage  
28 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of

1 Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the  
2 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five  
3 (65) wage and hour class actions filed in State courts throughout California, with several of them having  
4 been removed to Federal courts. I believe that my professional experience renders me more than qualified  
5 to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal  
6 and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and  
7 hour cases throughout my career involving similar claims, including the wage and hour class actions  
8 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result,  
9 I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and  
10 defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition  
11 to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay  
12 involved in wage and hour class action litigation.

13 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.  
14 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl  
15 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los  
16 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-  
17 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster  
18 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,  
19 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case  
20 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.  
21 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California  
22 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*  
23 *v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable  
24 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California  
25 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*  
26 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,  
27 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.  
28 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley

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

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

21 10. On September 3, 2021, Plaintiff filed a putative class action complaint against Kelcourt  
22 in Orange County Superior Court. On November 19, 2021, Plaintiff filed a First Amended Complaint  
23 against Defendant. *Id.* On May 25, 2023, pursuant to an order from the court, Plaintiff filed a Second  
24 Amended Class and Representative Action Complaint. Therefore, Plaintiff's operative Second Amended  
25 Complaint alleges that Kelcourt: failed to pay all overtime wages owed; (2) failed to provide all legally  
26 required meal periods; (3) failed to authorize and permit all legally required rest periods; (4) failed to  
27 provide accurate, itemized wage statements; (5) failed to pay all wages owed upon termination; (6)  
28 engaged in unlawful business practices; and (7) is liable for civil penalties under the PAGA.

1           11. As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories  
2 of liability are related to Kelcourt's alleged unlawful wage and timekeeping policies and practices.  
3 Plaintiff alleges he and the other Settlement Class Members were not fully compensated for all of their  
4 time worked. Specifically, Plaintiff alleges that throughout the relevant time period, she and the other  
5 non-exempt employees received shift premium pay, meal period premium pay, and/or other forms of pay  
6 not excludable as a matter of law when calculating an employee's regular rate ("Incentive/Shift Pay").  
7 Plaintiff alleges that Kelcourt failed, however, to include the Incentive/Shift Pay when calculating the  
8 regular rate of pay for purposes of paying Plaintiff and the other Settlement Class Members' overtime  
9 wages. Accordingly, Plaintiff contends that Kelcourt did not properly calculate the regular rate of pay  
10 for Plaintiff and the other Settlement Class Members, thereby causing them to be underpaid for all their  
11 required overtime wages.

12           12. Kelcourt contends that Settlement Class members received all overtime wages to which  
13 they were entitled. Kelcourt further counters that any meal period premiums paid to during the relevant  
14 time period did not to be included in the regular rate of pay for overtime purposes.

15           13. Plaintiff alleges that she and the Settlement Class Members were not provided with all  
16 legally-compliant first meal periods beginning before the end of the fifth hour of work. Specifically,  
17 Plaintiff alleges that Kelcourt's written policy prohibited its employees from leaving the work premises  
18 in violation of California law. Moreover, as a result of Kelcourt's rounding policies and practices, at least  
19 for a portion of the relevant time period, Plaintiff alleges that Kelcourt rounded Plaintiff's and the other  
20 non-exempt employees' meal periods in violation of California law. Additionally, Plaintiff contends that  
21 Kelcourt failed to provide second meal periods and that the timekeeping records will support Plaintiff's  
22 contentions that meal periods were not provided during the relevant time period were over 10.0 hours.

23           14. Kelcourt counters that it has always maintained a lawful meal period policy and provided  
24 non-exempt employees with an opportunity to take legally compliant meal periods, and any non-compliant  
25 meal periods reflected in employee timekeeping records were solely the result of employee choice, rather  
26 than any policy or practice of Kelcourt. Kelcourt points out that it is only required to "provide" the  
27 opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done so.  
28 Kelcourt also contends that it paid meal period premiums during the relevant time period. Additionally,

1 Kelcourt argues that it used meal period waivers for second meal periods. Finally, Kelcourt contends  
2 Plaintiff's meal period claim is not suited for class certification, given that a number of Class Members  
3 signed arbitration agreement and since individual inquiries would be required to assess which employees  
4 took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons  
5 why a particular employee took a non-compliant meal period or missed a meal period during a particular  
6 shift.

7 15. Plaintiff alleges that she and Settlement Class Members were also not authorized and  
8 permitted to take all required rest periods due to Kelcourt's rest period policies and practices. Specifically,  
9 Plaintiff alleges that in order to receive a paid rest period, Kelcourt prohibited its employees from leaving  
10 the work premises. Thus, Plaintiff alleges that she and other non-exempt employees experienced at least  
11 one rest period violation on every shift worked in excess of 3.5 hours, which was approximately 65,847  
12 shifts.

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

19 17. Plaintiff further alleges that Kelcourt issued inaccurate wage statements in violation of  
20 Labor Code § 226 as a result of the alleged unpaid wages and meal and rest period premium wages  
21 described above. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because  
22 the wage statements issued to Settlement Class Members did not include all hours worked and the rate at  
23 which they were being paid. There were approximately 3,730 wage statements issued during the relevant  
24 time period.

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

1           19. Plaintiff alleges that Kelcourt is also liable for waiting time penalties under Labor Code  
2 section 203 as a result of its failure to pay all wages. Based on the data provided by Kelcourt, there were  
3 approximately 173 Settlement Class Members who have separated their employment with Kelcourt during  
4 the relevant time period who could be entitled to waiting time penalties.

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

7           21. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor  
8 Code violations. Plaintiff calculated Kelcourt's maximum exposure at \$2,840,000 based on each unique  
9 Labor code violation for failure to pay all overtime wages due, meal period violations, rest period  
10 violations, and wage statement violations.

11           22. Kelcourt argues that Plaintiff's PAGA claim will fail for the same reasons that her  
12 underlying claims will fail. Kelcourt also maintains that, given its good faith defenses, this Court would  
13 exercise its discretion to substantially reduce any PAGA penalties if it were to find Kelcourt liable for any  
14 of Plaintiff's claims.

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

21           24. In the instant action, the Parties have engaged in formal discovery. On November 12, 2021,  
22 Plaintiff served the following written discovery on Defendant: Form Interrogatories—Employment Law  
23 (Set One), Form Interrogatories—General (Set One), Requests for Production of Documents (Set One),  
24 Special Interrogatories (Set One), and Special Interrogatories (Set Two). On December 17, 2021,  
25 Defendant served its objections to Plaintiff's Special Interrogatories (Set One). On January 31, 2022,  
26 Defendant served its responses and objections to Plaintiff's Form Interrogatories—Employment Law (Set  
27 One), Form Interrogatories—General (Set One), Requests for Production of Documents (Set One), and  
28 Special Interrogatories (Set Two), and produced documents in response to Plaintiff's Requests for

1 Production of Documents (Set One). On May 2, 2022, Defendant served further responses to Plaintiff's  
2 Form Interrogatories—Employment Law (Set One), and Requests for Production of Documents (Set One).

3 On November 24, 2021, Defendant served on Plaintiff Form Interrogatories—Employment Law  
4 (Set One) and Form Interrogatories—General (Set One). On January 31, 2022, Plaintiff served her  
5 responses and objections to Defendant's Form Interrogatories—Employment Law (Set One) and Form  
6 Interrogatories—General (Set One). On May 2, 2022, Plaintiff served further responses to Defendant's  
7 Form Interrogatories—Employment Law (Set One) and Form Interrogatories—General (Set One).

8 On April 13, 2022, Plaintiff served Requests for Production of Documents (Set Two), Form  
9 Interrogatories—General (Set Two), and Requests for Admission (Set One). On May 17, 2022, Defendant  
10 served responses to Plaintiff's Requests for Production of Documents (Set Two), Form Interrogatories—  
11 General (Set Two), and Requests for Admission (Set One).

12 On May 24, 2022, Plaintiff served Form Interrogatories—Employment Law (Set Two) and  
13 Requests for Production of Documents (Set Three). On August 26, 2022, Defendant served responses to  
14 Plaintiff's Form Interrogatories—Employment Law (Set Two) and Requests for Production of Documents  
15 (Set Three).

16 The *Belaire-West* notice process has been completed and the contact information for the putative  
17 class members who did not opt out was provided on April 28, 2022.

18 Then after agreeing to participate in mediation, Kelcourt informally produced the time records and  
19 payroll data for Plaintiff and the putative class members, its wage and hour policies and other relevant  
20 documents and information relevant to the claims alleged in advance of mediation. After the detailed  
21 review of the payroll and time records and other documents and policies produced by Kelcourt, Class  
22 Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of  
23 Plaintiff's case. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and  
24 Kelcourt's defenses thereto, if a settlement could not be reached.

25 25. On December 6, 2022, after research and analysis, a mediation was held with Jeffrey A.  
26 Ross, Esq. a well-respected wage and hour class action mediator. During mediation, the Parties  
27 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and  
28 the legal basis for the claims and defenses. The Parties did not settle at mediation and continued to

1 discussions with the assistance of the mediator. Ultimately, the parties agreed in principle on a class-  
2 wide resolution. In the weeks that followed, the parties finalized the terms of settlement and executed  
3 the Stipulation of Class and PAGA Action Settlement (“Settlement”).

4 26. Plaintiff submitted the Settlement to the Court with her Motion for Preliminary Approval  
5 on May 15, 2023. On November 3, 2023, the Court issued an order Granting Preliminary Approval of  
6 the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting  
7 Preliminary Approval.

8 27. The Settlement Class encompasses:

9 All current and former non-exempt, hourly employees of Defendant Kelcourt  
10 Plastics, Inc. who worked at any time in California during the Class Period, except  
11 for non-exempt, hourly employees who both: (a) worked at Defendant’s facility  
12 located in San Diego, California; and (b) signed a Separation Agreement and  
General Release of All Claims in connection with the reductions in force at the San

13 The “Class Period” is defined as September 3, 2017 through March 11, 2023.

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

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

19 30. My law firm’s and co-counsel’s work on this case includes, but is not limited to:  
20 conducting pre-filing investigation, analyzing Plaintiff’s claims, conducting legal research, propounding  
21 multiple sets of written discovery, responding to written discovery, lengthy meet and confer conferences  
22 with defense counsel, participating in the *Belaire-West* opt out notice mailing, opposing a Demurrer,  
23 reviewing Kelcourt’s documents and policies, analyzing Plaintiff’s timekeeping data and payroll records,  
24 preparing for and attending mediation, negotiating and revising the long-form Settlement, preparing this  
Motion, and otherwise litigating the case.

25 31. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over  
26 one year without receiving any compensation to date. To date, my law firm and co-counsel’s firm, Haines  
27 Law Group, APC have incurred \$17,146.20 in out-of-pocket costs reasonably incurred in litigating this  
28

1 matter, which includes anticipated costs associated with filing the instant motion. Attached hereto as  
2 **Exhibit B** is an Expense Summary reflecting these costs, which include but are not limited to: filing fees,  
3 messenger fees, service fees, copying costs, mediation fees, and postage.

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

9 33. Given the considerable potential for adverse outcomes in this case, including, but not  
10 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel  
11 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other  
12 practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated  
13 for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not  
14 responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if  
15 Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in  
16 this matter, my firm and co-counsel firm will have litigated this case for well over four years with no  
17 payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed  
18 above, Class Counsel has advanced a total of \$17,146.20 in out-of-pocket costs reasonably incurred in  
19 litigating this matter, which includes anticipated costs associated with filing the instant motion, on a  
20 contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event  
21 Plaintiff did not prevail in this lawsuit.

22 34. I have reviewed and itemized by categories of activities the attorney hours spent by my  
23 firm and my co-counsel on this matter. A true and correct copy of my law firm and co-counsel's billing  
24 summary, itemized by categories of activities, together with hourly billing rate information is attached  
25 hereto as **Exhibit C**. The names that correspond with the billing initials identified in Exhibit C are  
26 summarized below. In this case Class Counsel have a lodestar of **\$272,045.00** which results in a  
27 multiplier of approximately 2.76 compared to the \$750,000 fee request. The following is a summary  
28

showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

| Name                                     | Billing Initials | Rate  | Hours | Pre-Multiplier Lodestar |
|------------------------------------------|------------------|-------|-------|-------------------------|
| Scott M. Lidman<br>(25th Year Attorney)  | SML              | \$900 | 49.8  | \$44,820.00             |
| Elizabeth Nguyen<br>(17th Year Attorney) | EN               | \$800 | 143.6 | \$114,880.00            |
| Paul K. Haines<br>(16th Year Attorney)   | PKH              | \$800 | 18.4  | \$14,720.00             |
| Milan Moore<br>(7th Year Attorney)       | MM               | \$650 | 146.1 | \$94,965.00             |
| Paralegals                               | DJ/MA            | \$175 | 15.2  | \$2,660.00              |
| <b>Total Lodestar</b>                    |                  |       |       | <b>\$272,045.00</b>     |

35. My proposed hourly rate of \$900, Ms. Nguyen's proposed hourly rate of \$800, Mr. Haines' proposed hourly rate of \$800, and Ms. Moore's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit D**. Based on the *Laffey* Matrix, the hourly rate for a 23rd year attorney is \$997, the hourly rate for a 16<sup>th</sup> year attorney is \$829, and the hourly rate for a 6<sup>th</sup> year attorney is \$508.

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

1 of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716,  
2 December 26, 2000) (33-13% of the settlement)

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

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

18 39. Plaintiff seeks a service award of \$10,000.00 and believes this request is reasonable given  
19 Plaintiff's efforts in this case and the risks she undertook on behalf of Class Members. Plaintiff gathered  
20 documents for use in the lawsuit, and worked with Class Counsel on the case, including preparing for  
21 mediation and discussing the case, the merits, the defenses, and settlement. Further, Plaintiff understood  
22 the risk that she could be liable for Kelcourt's costs if he lost the case and accepted this risk because she  
23 wanted Kelcourt to compensate its current and former employees for unpaid wages. In addition, Plaintiff  
24 understood that the lawsuit is a matter of public record and being part of the could stigmatize her and/or  
25 affect future employment. Plaintiff estimates he spent approximately 15-20 hours on activities related to  
26 this case. In addition, Plaintiff's husband is a current employee at Kelcourt and she feared retaliation  
27 against her husband. This was particularly risky for Plaintiff since she was on a leave of absence and her  
28

1 husband was the only source of income. She still decided to take on the risk for the benefit of the class.  
2 Additionally, Plaintiff has agreed to a general release and 1542 waiver.

3 40. Plaintiff submitted the proposed Settlement Agreement on the California Labor &  
4 Workforce Development Agency ("LWDA") via its website on May 16, 2023 the same day that he filed  
5 the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached hereto  
6 as **Exhibit E**. On November 6, 2023, Plaintiff submitted a copy of the Order granting preliminary  
7 approval on the LWDA via its website. A true and correct copy of the proof of service is attached hereto  
8 as **Exhibit F**.

9 41. 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 42. As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to  
14 class members, the final judgment entered by the Court will be posted on the Settlement Administrator's  
15 website at Sanchez-de-segura-v-kelcourt-plastics.phoenixcases.com.

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

18 Executed on March 7, 2024, at El Segundo, California.

19  
20   
21 Scott M. Lidman

EXHIBIT A

EXHIBIT A

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

ENEDINA SANCHEZ DE SEGURA, as an  
individual and on behalf of all others similarly  
situated,

Plaintiff,

vs.

KELCOURT PLASTICS, INC., a California  
corporation; and DOES 1 through 100, inclusive,

Defendant.

Case No. 30-2021-01219806-CU-OE-CXC

*[Assigned for all purposes to the Hon.  
Randall J. Sherman, Dept. CX105]*

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

Date: November 3, 2023  
Time: 10:00 a.m.  
Dept.: CX105

Reservation No.: 74015581

[Complaint Filed: September 3, 2021]  
[FAC Filed: November 19, 2021]

1 The Motion of Plaintiff Enedina Sanchez de Segura (“Plaintiff”) for Preliminary Approval of  
2 Class Action Settlement came on regularly for hearing before this Court on November 3, 2023 at  
3 10:00 a.m. The Court, having considered the proposed Stipulation of Class Action and PAGA  
4 Settlement (the “Settlement”), attached as Exhibit 2 to the Declaration of Elizabeth Nguyen filed  
5 concurrently with the Motion for Preliminary Approval of Class Action Settlement; having  
6 considered Plaintiff’s Motion, Memorandum of Points and Authorities in support thereof, and  
7 supporting declarations filed therewith; having considered Plaintiff’s Supplemental Brief in Support  
8 of Motion for Preliminary Approval of Class Settlement, and supporting declarations filed therewith;  
9 and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

17 All current and former non-exempt, hourly employees of Defendant Kelcourt  
18 Plastics, Inc. who worked at any time in California during the Class Period,  
19 except for non-exempt, hourly employees who both: (a) worked at Defendant’s  
20 facility located in San Diego, California; and (b) signed a Separation  
21 Agreement and General Release of All Claims in connection with the  
22 reductions in force at the San Diego facility between 2017 and August 31,  
23 2020.

24 The “Class Period” is defined as September 3, 2017 through March 11, 2023,  
25 ~~unless the Escalator Clause is triggered and Defendant elects to shorten the~~  
26 ~~Class Period pursuant to § 5(F) of the Settlement Agreement.~~

27 Additionally, for the purposes of this settlement only, PAGA Employees shall be defined as:

28 All current and former non-exempt, hourly employees of Defendant Kelcourt  
Plastics, Inc., who worked at any time during the PAGA Period. The “PAGA  
Period” shall mean the time period between September 3, 2020 and March 11,  
2023, ~~unless the Escalator Clause is triggered and Defendant elects to shorten~~  
~~the PAGA Period pursuant to § 5(F) of the Settlement Agreement.~~

2. For purposes of the Settlement, the Court designates named Plaintiff Enedina Sanchez de Segura as Class Representative, and designates Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

3. The Court conditionally designates Phoenix Settlement Administrators (“Phoenix”) as the third-party Settlement Administrator for mailing notices.

4. The Court approves, as to form and content, the following documents to be mailed to the Settlement Class in both English and Spanish:

a. Notice of Pendency of Class Action and Proposed Settlement attached as **Exhibit A**;

b. Notice of Individual Settlement Award attached as **Exhibit B**;

c. Request for Exclusion Form attached as **Exhibit C**;

d. Objection Form attached as **Exhibit D**.

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

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

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

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

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

10. The Final Approval Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department CX 105 of this Court, located at 751 West Santa Ana Blvd, Santa Ana, CA 92701 on **March 29, 2024** at 10:00 a.m.

11. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement of \$2,250,000.00 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees totaling \$750,000.00, reimbursement of litigation expenses up to \$30,000.00, service award to Plaintiff of \$10,000.00, Labor Code Private Attorneys General Act ("PAGA") penalties settlement of \$150,000 (of which \$112,500.00 shall be paid to the Labor and Workforce Development Agency ("LWDA")), and settlement administration fees and costs of \$37,500.00 should be granted. At the Final Approval Hearing, the Court will also consider any requests for exclusions, objections, and workweek disputes.

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 Approval Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court and shall also serve all documents on the LWDA at the time the Motion for Final Approval is filed.

13. An implementation schedule is below:

| Event                                                       | Date                                                                                                                                                  |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Defendant to provide Class Data to Settlement Administrator | 20 calendar days after issuance of the preliminary approval order (is November 24, 2023 if the Court grants preliminary approval on November 3, 2023) |

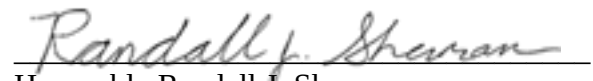
|                                                                                                                      |                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Settlement Administrator to mail Notice<br>Packets to Class Members                                                  | 10 business days after receiving Class<br>Information from Defendant (is December 8,<br>2023 if the Court grants preliminary approval<br>on November 3, 2023)            |
| Deadline for Class Members to request<br>exclusion from, submit disputes, or object in<br>writing to, the Settlement | 60 calendar days after mailing of the Notice by<br>the Settlement Administrator (is February 6,<br>2024 if the Court grants preliminary approval<br>on November 3, 2023) |
| Deadline for Plaintiff to file Motion for Final<br>Approval of Class Action Settlement:                              | 16 Court days prior to Final Approval Hearing                                                                                                                            |
| Final Approval Hearing:                                                                                              | March 29, 2024 at 10:00 a.m.                                                                                                                                             |

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

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

**IT IS SO ORDERED.**

Dated: **November 3, 2023**



Honorable Randall J. Sherman  
Judge of the Superior Court

# EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE COUNTY

ENEDINA SANCHEZ DE SEGURA,

Plaintiff,

vs.

KELCOURT PLASTICS, INC., a California  
corporation; and Does 1 through 100,

Defendants.

Case No. 30-2021-01219806-CU-OE-CXC

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED CLASS AND  
PAGA SETTLEMENT**

To: All current and former non-exempt, hourly employees of Defendant Kelcourt Plastics, Inc. who worked at any time in California during the Class Period, except for non-exempt, hourly employees who both: (a) worked at Defendant's facility located in San Diego, California; and (b) signed a Separation Agreement and General Release of All Claims in connection with the reductions in force at the San Diego facility between 2017 and August 31, 2020. The "Class Period" is defined as September 3, 2017 through March 11, 2023. Collectively, these employees will be referred to as "Settlement Class Members."

**PLEASE READ THIS NOTICE CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this notice?***

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the lawsuit entitled *Enedina Sanchez de Segura v. Kelcourt Plastics, Inc.*, Case No. 30-2021-01219806-CU-OE-CXC, (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant's records show that you were employed by Defendant at any time in California during the Class Period as a non-exempt, hourly employee and you did not both: (a) work at Defendant's facility located in San Diego, California; and (b) sign a Separation Agreement and General Release of All Claims in connection with the reductions in force at the San Diego facility between 2017 and August 31, 2020. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiff Enedina Sanchez de Segura ("Plaintiff") brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former hourly, non-exempt employees of Defendant who worked at any time in California since September 3, 2017. Plaintiff Enedina Sanchez de Segura is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

The Lawsuit alleges that Defendant failed to pay all overtime wages owed; failed to provide meal periods, or premium pay for non-compliant meal periods; failed to authorize and permit rest periods, or provide premium pay for non-compliant rest periods; failed to timely pay all wages due upon separation of

employment; and failed to issue accurate, itemized wage statements in compliance with California law. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendant engaged in unfair business practices and are liable for civil penalties under the Labor Code Private Attorney General Act (“PAGA”).

Defendant denies the claims. Defendant further denies that it owes Settlement Class Members any wages, restitution, penalties, or other damages. No Court has made any determination as to the factual allegations in the Lawsuit. Rather, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid the additional expense, inconvenience, and interference with Defendant’s business operations, the Parties have concluded that it is in their best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached following mediation and arm’s-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays, costs, and uncertainties associated with litigation.

**If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant’s policies strictly prohibit unlawful retaliation.** Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member’s decision to either participate or not participate in the Settlement.

#### ***Who are the Attorneys?***

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Attorneys for the Plaintiff / Settlement Class Members:</p> <p><b>LIDMAN LAW, APC</b><br/>Scott M. Lidman<br/>slidman@lidmanlaw.com<br/>Elizabeth Nguyen<br/>enguyen@lidmanlaw.com<br/>Milan Moore<br/><a href="mailto:mmoore@lidmanlaw.com">mmoore@lidmanlaw.com</a><br/>2155 Campus Drive, Suite 150<br/>El Segundo, California 90245<br/>Tel: (424) 322-4772<br/>Fax: (424) 322-4775<br/>www.lidmanlaw.com</p> <p><b>HAINES LAW GROUP, APC</b><br/>Paul K. Haines<br/><a href="mailto:phaines@haineslawgroup.com">phaines@haineslawgroup.com</a><br/>155 Campus Drive, Suite 180<br/>El Segundo, California 90245<br/>Tel: (424) 292-2350<br/>Fax: (424) 292-2355<br/>www.haineslawgroup.com</p> | <p>Attorneys for Defendant Kelcourt Plastics, Inc.</p> <p><b>NELSON MULLINS RILEY &amp; SCARBOROUGH LLP</b><br/>Peter John Veysey<br/>john.veysey@nelsonmullins.com<br/>1 Financial Ctr, Fl 35<br/>Boston, MA 02111-2641<br/>Tel: (949) 769-6601</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### ***What are the terms of the Settlement?***

On [INSERT DATE OF PRELIMINARY APPROVAL], the Court preliminarily certified a class, comprised of, for settlement purposes only, all current and former non-exempt, hourly employees of Defendant Kelcourt Plastics, Inc. who worked at any time in California during the Class Period, except for non-exempt, hourly employees who both: (a) worked at Defendant's facility located in San Diego, California; and (b) signed a Separation Agreement and General Release of All Claims in connection with the reductions in force at the San Diego facility between 2017 and August 31, 2020. For purposes of this Settlement Agreement, the "Class Period" is defined as September 3, 2017 through March 11, 2023. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below in the section titled "Released Class Claims". A Settlement Class Member who opts-out cannot opt-out of the PAGA Release.

Defendant has agreed to pay \$2,250,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class Members, attorneys' fees and expenses, payment to the Labor Workforce Development Agency (the "LWDA"), settlement administration costs, and the Class Representative's Service Award and monies to be paid to the LWDA. Defendant's share of payroll taxes associated with any wage payments to Settlement Class Members shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved paying the Settlement Administrator a flat fee of \$11,000.00 from the Gross Settlement Amount to administer the Settlement.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$750,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed \$30,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$10,000.00, to compensate her for her service and extra work provided on behalf of the Settlement Class Members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$150,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or One Hundred Twelve Thousand Five Hundred Dollars and Zero Cents (\$112,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), will be payable to PAGA Employees as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated at approximately \$<< >>, to be shared among an up to << >> estimated Settlement Class Members. The Net Settlement Amount will be divided as follows:

Each participating Settlement Class Member shall receive a proportionate Settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.

In addition, Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. All PAGA Employees shall receive a portion of the PAGA Amount. "PAGA Employees" include all current and former non-exempt, hourly employees of Defendant Kelcourt Plastics, Inc. who worked at any time in California between September 3, 2020 and March 11, 2023. The "PAGA Period" shall mean the time period between September 3, 2020 and March 11, 2023. A PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Payment by Defendants of Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within 30 days of the Effective Date. The "Effective Date" is defined as the latter of: (a) the Court's final approval of the Settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: sixty-six and two-thirds percent (66.67%) as penalties and interest; and thirty-three and one-third percent (33.33%) as wages. All PAGA penalties shall be designated as one hundred percent (100%) penalties and reported on an IRS Form 1099. If a PAGA Employee submits a Request for Exclusion, the PAGA Employee's Settlement Award shall be designated as one hundred percent (100%) penalties and reported on an IRS Form 1099. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Released Class Claims. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely discharge Defendant Kelcourt Plastics, Inc., and all of its past and present officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively, the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in the Complaints in the Action, that arose during the Class Period defined above with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to provide meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit rest periods, or

provide premium pay for non-compliant rest periods; (d) failure to timely pay all wages due upon separation of employment; (e) failure to issue accurate, itemized wage statements; and (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Released Class Claims”).

The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees (including employees who submit a Request for Exclusion) will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 against the Released Parties based on (and as alleged in the letters to the “LWDA dated September 3, 2021 and March 9, 2023): (a) failure to pay all overtime wages owed; (b) failure to provide meal periods, or premium pay for non-compliant meal periods; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (d) failure to timely pay all wages due upon separation of employment; and (e) failure to issue accurate, itemized wage statements that occurred during the PAGA Period (collectively, the “PAGA Released Claim”).

You are a PAGA Employee if you were a non-exempt, hourly employee of Defendant Kelcourt Plastics, Inc. who worked at any time in California between September 3, 2020 and March 11, 2023. The time period of the PAGA Release is the PAGA Period.

You cannot submit a Request for Exclusion from the PAGA Release.

The Released Class Claims and PAGA Release shall become effective on the date on which Defendant fully funds the Gross Settlement Amount and the employer’s share of payroll taxes (the “Effective Date of the Releases”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

#### ***How can I claim money from the Settlement?***

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

#### ***What other options do I have?***

Dispute Information in Notice of Individual Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period and pay periods you worked during the PAGA Period. The information contained in Defendant’s records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**.

**DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. Unless the Court determines otherwise, the Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing, signing and mailing the enclosed Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Class Action Settlement, and shall receive no benefits from the Class Action Settlement.

If you submit a Request for Exclusion, you will only be excluded from the Released Class Claims. You cannot submit a Request for Exclusion from the PAGA Release. You will receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you were employed between September 3, 2020 and March 11, 2023.

**Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement by either submitting a written objection or appearing at the Final Fairness Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to submit a written objection to the Settlement, or any portion of it, you may complete, sign and mail the enclosed Objection Form to the Settlement Administrator. Your written objection must include your name, address, phone number, the case name and number, and a concise reason for your objection, including the factual basis for it. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. You have the right to appear either remotely, in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which *Enedina Sanchez de Segura v. Kelcourt Plastics, Inc.*, Orange County Superior Court Case No. 30-2021-01219806-CU-OE-CXC.

Any Settlement Class Member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court's orders related to COVID-19. All such rules and orders can be located at the Court's website: <https://www.occourts.org/media-relations/CoronaVirusUpdate.html>

For more information on how to appear remotely, please visit the Court's website at <https://www.occourts.org/media-relations/civil.html>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

#### ***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court will consider any requests for exclusion, objections, and disputes at the Final Approval Hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website (<http://www. .com>). Notice of the Court's final judgment will be posted on the Settlement Administrator's website (<http://www. .com>).

#### ***How can I get additional information?***

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also access the documents at <https://civilwebshopping.occourts.org/Login.do>, enter the "01219806" for the Case Number and "2021" for the Year Filed. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS OR THEIR ATTORNEYS FOR  
INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

**BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.**

# EXHIBIT B

**NOTICE OF INDIVIDUAL SETTLEMENT AWARD**  
**SANCHEZ DE SEGURA V. KELCOURT PLASTICS, INC.**  
Orange County Superior Court Case No. 30-2021-01219806-CU-OE-CXC

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

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

**(I) Please type or print your name:**

\_\_\_\_\_  
(First, Middle, Last)

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

\_\_\_\_\_  
Former Names (if any)

\_\_\_\_\_  
New Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

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

According to Kelcourt Plastics, Inc.'s records ("Kelcourt"):

You worked [REDACTED] Workweeks during the Class Period for Defendant as a non-exempt, hourly employees in California and you did not sign a Separation Agreement and General Release of All Claims in connection with the reductions in force at the San Diego facility between 2017 and August 31, 2020.

**Based on the above, your Individual Settlement Award is estimated to be \$ [REDACTED] and PAGA Employee Payment is estimated to be \$ [REDACTED].**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you dispute the above information from Kelcourt's records, Kelcourt's records will control unless you are able to provide documentation that establishes that Kelcourt's records are mistaken. If there is a dispute about whether Kelcourt's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED CLASS AND PAGA SETTLEMENT" that accompanies this Form. Unless the Court orders otherwise, the Settlement Administrator will render all final decisions on disputes.

# EXHIBIT C

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

**REQUEST FOR EXCLUSION FORM**

***SANCHEZ DE SEGURA V. KELCOURT PLASTICS, INC.***  
Orange County Superior Court Case No. 30-2021-01219806-CU-OE-CXC

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

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***Sanchez de Segura v. Kelcourt Plastics, Inc.***, Case No. 30-2021-01219806-CU-OE-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive a PAGA Payment if I worked during the PAGA Period, but I will not receive any other money from the Settlement reached in this matter.

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

Name (Please Print): \_\_\_\_\_  
(First) (Middle) (Last)

Address: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip)

Last 4 Digits of Social Security Number: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN \_\_\_\_\_, 2023  
AND MAILED TO THE SETTLEMENT ADMINISTRATOR AT:**

***Sanchez de Segura v. Kelcourt Plastics, Inc.,***  
Administrator Name  
c/o \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT D

**OBJECTION FORM**

**SANCHEZ DE SEGURA V. KELCOURT PLASTICS, INC.**

Orange County Superior Court Case No. 30-2021-01219806-CU-OE-CXC

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

In order for you to object to the Class Action Settlement in *Sanchez de Segura v. Kelcourt Plastics, Inc.*, you must complete all steps listed in 1-5 below. You are not required to appear in Court in order to object to the Settlement. However, if you are planning on appearing in Court, please circle "yes" in Section 3 below. If you are planning on appearing in Court at the Final Fairness Hearing to object to the Settlement, you are not required to, but may still complete all steps listed in 1-5 below.

**1. Provide the following information:**

Your Name (Please Print): \_\_\_\_\_  
(First) (Middle) (Last)

Your Address: \_\_\_\_\_

Last 4 Digits of your Social Security Number: \_\_\_\_\_

**2. Describe the reasons for your objection to the Settlement, including the factual basis for it (please attach additional documents if you need more space):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Circle One:      Yes                      No

**4. Date and sign this form below:**

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

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

*Sanchez de Segura v. Kelcourt Plastics, Inc.,*

Administrator Name

c/o \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PROOF OF SERVICE**

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

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

On November 6, 2023, I served the foregoing document(s) described as **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on the interested party(ies) in this action as follows:

**NELSON MULLINS RILEY & SCARBOROUGH LLP**

Peter John Veysey (SBN 296923)  
john.veysey@nelsonmullins.com  
1 Financial Ctr, Fl 35  
Boston, MA 02111-2641  
Attorneys for Defendant Kelcourt Plastics, Inc.

Attorneys for Defendant  
KELCOURT PLASTICS, INC.

[X] (BY ELECTRONIC SERVICE) I caused the document(s) described above to be electronically served on the interested party(ies) by sending the document(s) from the electronic service address djoudi@lidmanlaw.com to the electronic service address(es) listed above.

[ ] (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.

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

Executed on November 6, 2023, at El Segundo, California.

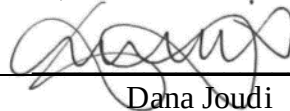
  
\_\_\_\_\_  
Dana Joudi

EXHIBIT B

EXHIBIT B

**Expense Summary**  
***Enedina Sanchez de Segura v. Kelcourt Plastics, Inc.***

| <b>EXPENSE</b>                                                                     | <b>AMOUNT</b>      |
|------------------------------------------------------------------------------------|--------------------|
| Mediation Costs (Plaintiff's 50% portion of the mediator's fee)                    | \$9,000.00         |
| Filing Fees (including costs associated with filing instant Final Approval Motion) | \$2,438.90         |
| Expert Expenses (for analysis for mediation)                                       | \$3,700.00         |
| Service Fees                                                                       | \$126.08           |
| Copying Costs                                                                      | \$1,181.00         |
| Postage Costs                                                                      | \$506.76           |
| Legal Research (Westlaw Expenses)                                                  | \$193.46           |
| <b>TOTAL:</b>                                                                      | <b>\$17,146.20</b> |

EXHIBIT C

EXHIBIT C

**Lidman Law, APC and Haines Law Group, APC**  
**Billing Summary**  
***Enedina Sanchez de Segura v. Kelcourt Plastics, Inc.***

| <b>Activity</b>                                                                                                                                                               | <b>Billing Initials/Hrs/Rate</b>                                                                   | <b>AMOUNT</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|---------------|
| Initial case research; client intake interviews; review of personnel file payroll records, and other client documents; and new client onboarding.                             | SML 1.9 hrs @ \$900/hr<br>PKH 2.8 hrs @ \$800/hr<br>EN 4.8 hrs @ \$800/hr<br>DJ 1.5 hrs @ \$175/hr | \$8,052.50    |
| Legal research regarding claims and drafting class action complaint and LWDA letter; prepare First Amended Complaint to add PAGA claim; and prepare Second Amended Complaint. | SML 3.3 hrs @ \$900/hr<br>EN 10.1 hrs @ \$800/hr<br>MM 3.5 hrs @ \$650/hr<br>DJ 2.7 hrs @ \$175/hr | \$13,797.50   |
| Receive and Review Defendant's Motion to Strike; and Draft and file Opposition re: same.                                                                                      | SML 1.0 hrs @ \$900/hr<br>EN 3.5 hrs @ \$800/hr<br>MM 7.6 hrs @ \$650/hr<br>DJ 0.5 hrs @ \$175/hr  | \$8,727.50    |
| Receive and Review Defendant's Demurrer; and Draft and file Opposition re: same.                                                                                              | SML 0.6 hrs @ \$900/hr<br>EN 2.1 hrs @ \$800/hr<br>MM 5.5 hrs @ \$650/hr<br>DJ 0.5 hrs @ \$175/hr  | \$5,882.50    |
| Preparing and Appearing at Hearing on Defendant's Motion to Strike and Demurrer                                                                                               | EN 3.0 hrs @ \$800/hr                                                                              | \$2,400.00    |
| Prepare and file a Stipulated Protective Order and confer with defense counsel re: same.                                                                                      | EN 1.9 hrs @ \$800/hr<br>MM 1.5 hrs @ \$650/hr<br>DJ 0.4 hrs @ \$175/hr                            | \$2,565.00    |
| Prepare and propound first set of written discovery, including Special Interrogatories and Requests for Production of Documents.                                              | EN 1.5 hrs @ \$800/hr<br>MM 0.7 hrs @ \$650/hr<br>DJ 0.5 hrs @ \$175/hr                            | \$1,742.50    |
| Review, revise and draft additions to initial draft of responses to first                                                                                                     | EN 3.5 hrs @ \$800/hr                                                                              | \$2,800.00    |

|                                                                                                                                                                                                                                                |                                                                                                   |             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-------------|
| set of written discovery from Defendant, including Form Interrogatories, Special Interrogatories, Requests for Admission, and Requests for Production of Documents; analyze documents for same; and telephone conferences with client re same. |                                                                                                   |             |
| Draft and prepare second set of written discovery, including Requests for Production of Documents.                                                                                                                                             | EN 2.1 hrs @ \$800/hr<br>MM 2.0 hrs @\$650/hr<br>DJ 0.30 hrs @ \$175/hr                           | \$3,032.50  |
| Draft and prepare third set of written discovery, including Requests for Production of Documents.                                                                                                                                              | EN 1.2 hrs @ \$800/hr<br>MM 0.8 hrs @\$650/hr<br>DJ 0.30 hrs @ \$175/hr                           | \$1,480.00  |
| Draft and participate in mailing of Belaire-West privacy notice; and confer with defense counsel re: same.                                                                                                                                     | EN 1.8 hrs @ \$800/hr<br>MM 1.5 hrs @\$650/hr                                                     | \$2,415.00  |
| Receive and review Defendant's discovery responses and corresponding document production of over 12,000 pages; and numerous meeting and conferrals with defense counsel re: same.                                                              | SML 4.5 hrs @ \$900/hr<br>EN 22.7 hrs @ \$800/hr<br>MM 19.5 hrs @\$650/hr                         | \$34,885.00 |
| Calls and interviews with putative class members and draft declarations re: same.                                                                                                                                                              | MM 24.5 hrs @ \$650/hr                                                                            | \$15,925.00 |
| Meeting and conferring with defense counsel regarding case and mediation; conducting detailed review and analysis of timekeeping and payroll records; review policies and procedures; reviewing and                                            | SML 7.1 hrs @ \$900/hr<br>PKH 4.6 hrs @\$800/hr<br>EN 18.1 hrs @\$800/hr<br>MM 15.8 hrs @\$650/hr | \$34,820.00 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                  |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-------------|
| organizing mediation data production; preparing exposure analysis of claims for unpaid time, miscalculation of regular rate, and statutory penalties; legal research and analysis re claims; drafting, revising and finalizing mediation brief; and communications with client re mediation.                                                                                                                                                                                                                                                                                                                         |                                                                                                  |             |
| Preparing for and attending mediation with Jeffrey A. Ross.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | SML 9.5 hrs @\$900/hr<br>EN 12.5 hrs @\$800/hr<br>MM 11.5 hrs @\$650/hr                          | \$25,375.00 |
| Negotiating, drafting, and revising memorandum of understanding; negotiating, drafting, and revising long-form settlement agreements and Notice Packet (which consists of <i>(i) the Notice of Pendency of Class Action and Proposed Settlement; (ii) Notice of Individual Settlement Award; (iii) Request for Exclusion Form; and (iv) Objection Form</i> ); exchanging multiple drafts of the long form agreement and notice packet documents with defense counsel; and multiple communications with defense counsel re the same; and conferring with co-counsel re edits; and communications with client re same. | SML 3.4 hrs @ \$900/hr<br>PKH 1.2 hrs @\$800/hr<br>EN 18.5 hrs @\$800/hr<br>MM 3.1 hrs @\$650/hr | \$20,835.00 |
| Drafting misc. stipulations, joint reports, requests to continue, and notices, including Notice of Settlement and Notice of Rulings; and communications with defense                                                                                                                                                                                                                                                                                                                                                                                                                                                 | EN 5.5 hrs @ \$800/hr<br>MM 4.9 hrs @ \$650/hr<br>DJ 3.5 hrs @ \$175/hr                          | \$8,197.50  |

|                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                    |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| counsel and exchanging drafts of same with defense counsel.                                                                                                                                                                                                                                                                                                      |                                                                                                                                    |                     |
| Drafting, revising, and filing preliminary approval motion and supporting documents, including client declaration, attorneys' declaration and settlement administrator's declaration; drafting amended settlement agreement; drafting and filing amended proposed order granting preliminary approval.                                                           | SML 4.40 hrs @ \$900/hr<br>PKH 2.00 hrs @ \$800/hr<br>EN 13.90 hrs @ \$800/hr<br>MM 14.90 hrs @ \$650/hr<br>DJ 2.80 hrs @ \$175/hr | \$26,855.00         |
| Correspondence with Settlement Administrator after preliminary approval was granted; review and approval mailing of Notice Packets; review weekly correspondence from Settlement Administrator re: opt outs, disputes, and objections and communicate with Settlement Administrator and defense counsel re approved communications with settlement class members | SML 0.90 hrs @\$900/hr<br>EN 1.10 hrs @\$800/hr<br>MM 1.20 hrs @\$650/hr                                                           | \$2,470.00          |
| Drafting final approval motion and supporting documents, including attorneys' declarations and settlement administrator's declaration.                                                                                                                                                                                                                           | SML 3.7 hrs @ \$900/hr<br>PKH 1.5 hrs @\$800/hr<br>MM 13.1 hrs @\$650/hr<br>DJ 2.5 hrs @\$175/hr                                   | \$13,482.50         |
| Misc. meetings between co-counsel re: case status, updates, strategy, mediation, preliminary approval motion, and final approval motion.                                                                                                                                                                                                                         | SML 9.5 hrs @ \$900/hr<br>PKH 6.3 hrs @\$800/hr<br>EN 15.8 hrs @\$800/hr<br>MM 15.5 hrs @\$650/hr                                  | \$36,305.00         |
| <b>TOTAL:</b>                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                    | <b>\$272,045.00</b> |

EXHIBIT D

EXHIBIT D

# LAFFEY MATRIX

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

|                  |                      |                         | Years Out of Law School * |       |       |       |       |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|-------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>Law Clerk | 1-3                       | 4-7   | 8-10  | 11-19 | 20 +  |
| 6/01/22- 5/31/23 | 1.085091             | \$225                   | \$413                     | \$508 | \$733 | \$829 | \$997 |
| 6/01/21- 5/31/22 | 1.006053             | \$208                   | \$381                     | \$468 | \$676 | \$764 | \$919 |
| 6/01/20- 5/31/21 | 1.015894             | \$206                   | \$378                     | \$465 | \$672 | \$759 | \$914 |
| 6/01/19- 5/31/20 | 1.0049               | \$203                   | \$372                     | \$458 | \$661 | \$747 | \$899 |
| 6/01/18- 5/31/19 | 1.0350               | \$202                   | \$371                     | \$455 | \$658 | \$742 | \$894 |
| 6/01/17- 5/31/18 | 1.0463               | \$196                   | \$359                     | \$440 | \$636 | \$717 | \$864 |
| 6/01/16- 5/31/17 | 1.0369               | \$187                   | \$343                     | \$421 | \$608 | \$685 | \$826 |
| 6/01/15- 5/31/16 | 1.0089               | \$180                   | \$331                     | \$406 | \$586 | \$661 | \$796 |
| 6/01/14- 5/31/15 | 1.0235               | \$179                   | \$328                     | \$402 | \$581 | \$655 | \$789 |
| 6/01/13- 5/31/14 | 1.0244               | \$175                   | \$320                     | \$393 | \$567 | \$640 | \$771 |
| 6/01/12- 5/31/13 | 1.0258               | \$170                   | \$312                     | \$383 | \$554 | \$625 | \$753 |
| 6/01/11- 5/31/12 | 1.0352               | \$166                   | \$305                     | \$374 | \$540 | \$609 | \$734 |
| 6/01/10- 5/31/11 | 1.0337               | \$161                   | \$294                     | \$361 | \$522 | \$589 | \$709 |
| 6/01/09- 5/31/10 | 1.0220               | \$155                   | \$285                     | \$349 | \$505 | \$569 | \$686 |
| 6/01/08- 5/31/09 | 1.0399               | \$152                   | \$279                     | \$342 | \$494 | \$557 | \$671 |
| 6/01/07-5/31/08  | 1.0516               | \$146                   | \$268                     | \$329 | \$475 | \$536 | \$645 |
| 6/01/06-5/31/07  | 1.0256               | \$139                   | \$255                     | \$313 | \$452 | \$509 | \$614 |
| 6/1/05-5/31/06   | 1.0427               | \$136                   | \$249                     | \$305 | \$441 | \$497 | \$598 |
| 6/1/04-5/31/05   | 1.0455               | \$130                   | \$239                     | \$293 | \$423 | \$476 | \$574 |
| 6/1/03-6/1/04    | 1.0507               | \$124                   | \$228                     | \$280 | \$405 | \$456 | \$549 |
| 6/1/02-5/31/03   | 1.0727               | \$118                   | \$217                     | \$267 | \$385 | \$434 | \$522 |
| 6/1/01-5/31/02   | 1.0407               | \$110                   | \$203                     | \$249 | \$359 | \$404 | \$487 |
| 6/1/00-5/31/01   | 1.0529               | \$106                   | \$195                     | \$239 | \$345 | \$388 | \$468 |
| 6/1/99-5/31/00   | 1.0491               | \$101                   | \$185                     | \$227 | \$328 | \$369 | \$444 |
| 6/1/98-5/31/99   | 1.0439               | \$96                    | \$176                     | \$216 | \$312 | \$352 | \$424 |
| 6/1/97-5/31/98   | 1.0419               | \$92                    | \$169                     | \$207 | \$299 | \$337 | \$406 |
| 6/1/96-5/31/97   | 1.0396               | \$88                    | \$162                     | \$198 | \$287 | \$323 | \$389 |
| 6/1/95-5/31/96   | 1.032                | \$85                    | \$155                     | \$191 | \$276 | \$311 | \$375 |
| 6/1/94-5/31/95   | 1.0237               | \$82                    | \$151                     | \$185 | \$267 | \$301 | \$363 |

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

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

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

EXHIBIT E

EXHIBIT E

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Attorneys for Plaintiff

ENEDINA SANCHEZ DE SEGURA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

ENEDINA SANCHEZ DE SEGURA, as an  
individual and on behalf of all others similarly  
situated,

Plaintiff,

vs.

KELCOURT PLASTICS, INC., a California  
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2021-01219806-CU-OE-CXC

*[Assigned for all purposes to the Hon. Randall  
J. Sherman, Dept. CX105]*

**PROOF OF SERVICE ON LWDA RE:  
STIPULATION OF CLASS AND PAGA  
SETTLEMENT AND PLAINTIFF'S  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: August 4, 2023

Time: 10:00 a.m.

Dept.: CX105

Reservation No.: 74015581

[Complaint Filed: September 3, 2021]

[FAC Filed: November 19, 2021]

**PROOF OF SERVICE**

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

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

On May 16, 2023, I served the document(s) described as:

1. **Stipulation of Class and PAGA Action Settlement**
2. **Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof**
3. **Declaration of Elizabeth Nguyen in Support of Motion for Preliminary Approval of Class Action Settlement**
4. **Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement**
5. **Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
6. **Declaration of Paul K. Haines in Support of Motion for Preliminary Approval of Class Action Settlement**
7. **Declaration of Plaintiff Enedina Sanchez De Segura in Support of Motion for Approval of Class Action Settlement**
8. **Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in Support of Plaintiff's Motion for Preliminary Approval**
9. **[Proposed] Order Granting Preliminary Approval of Class and PAGA Action Settlement**

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

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

(BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-843462-21.

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

3 Executed on May 16, 2023, at El Segundo, California.

4 

5 Dana Joudi

EXHIBIT F

EXHIBIT F

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Attorneys for Plaintiff  
ENEDINA SANCHEZ DE SEGURA

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

ENEDINA SANCHEZ DE SEGURA, as an  
individual and on behalf of all others similarly  
situated,

Plaintiff,

vs.

KELCOURT PLASTICS, INC., a California  
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2021-01219806-CU-OE-CXC

*[Assigned for all purposes to the Hon. Randall  
J. Sherman, Dept. CX105]*

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

[Complaint Filed: September 3, 2021]  
[FAC Filed: November 19, 2021]

**PROOF OF SERVICE**

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

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

On November 6, 2023, this office served the document(s) described as:

- 1. ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- 2. NOTICE OF RULING RE: PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

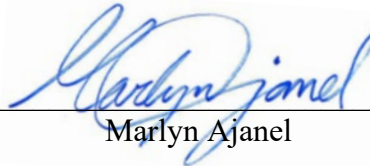
on the interested party(ies) in this action as follows:

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

**[X] (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-843462-21.

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

Executed on March 7, 2024 at El Segundo, California.

  
\_\_\_\_\_  
Marlyn Ajanel