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LAURA TORRES

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

LAURA TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

R.A. PHILLIPS INDUSTRIES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV41572

*[Assigned for All Purposes to Hon. Kenneth R.
Freeman, SSC-14]*

**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: October 15, 2024
Time: 11:00 a.m.
Dept.: SSC-14

Action Filed: November 10, 2021
Trial Date: None Set

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

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

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

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

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones
17 Day, I worked exclusively in the labor and employment department. In or around 2003, I went to work
18 at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In
19 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the
20 end of 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my
21 time working on wage and hour class actions venued in both state and federal courts. During that time
22 and my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour
23 matters as well.

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
28

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

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

- 15 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
16 States District Court, Central District of California, Honorable Gary Klausner,
17 presiding¹.
- 18 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
19 Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 20 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
21 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 22 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
23 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- 24 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
25 United States District Court, Central District of California, Honorable Percy
26 Anderson, presiding.

27
28 ¹ 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.²
- 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.³
- 11 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
14 KSC, United States District Court, Southern District of California.⁴
- 15 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
16 of Solano, Honorable Paul Berman, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23
- 24
- 25

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

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

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

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

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

1 ► *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
2 Court, Northern District of California, Honorable Richard Seeborg, presiding.

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

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

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

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

1 10. On November 10, 2021, Plaintiff filed the instant putative class action complaint. On
2 November 10, 2021, Plaintiff submitted a letter to the California Labor & Workforce Development
3 Agency (“LWDA”) and RA Phillips of her intention of filing a PAGA claim based on the Labor Code
4 violations alleged in her complaint. On April 22, 2022, after exhausting her administrative remedies,
5 Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of action
6 for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Plaintiff’s
7 primary claims/allegations are that RA Phillips: (1) failed to provide all legally required meal periods;
8 (2) failed to authorize and permit all legally required rest periods; (3) failed to provide accurate,
9 itemized wage statements; and (4) engaged in unlawful business practices. Plaintiff also alleged that
10 RA Phillips is liable for civil penalties under the PAGA.

11 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary
12 theories of liability are related to Defendant’s alleged failure to provide Settlement Class Members all
13 legally compliant duty-free meal and rest periods. Specifically, Plaintiff alleges that she and Settlement
14 Class members were not provided with all legally-compliant first meal periods beginning before the
15 end of the fifth hour of work. Plaintiff alleges that RA Phillips utilized a bell signaling system for
16 meal periods, with the bell ringing exactly thirty minutes apart. This means that Plaintiff and the other
17 non-exempt employees did not receive a full 30-minute meal period because they were required to be
18 back at their workstations ready to work before the second bell rang. As such, Plaintiff alleges that she
19 and other non-exempt employees were not provided a full uninterrupted 30-minute meal period
20 because they had to return from their meal periods early and be at their workstations ready to
21 commence work. Moreover, Plaintiff alleges that she and some other non-exempt employees were
22 required to wait in long lines to clock back in after their meal periods, which also resulted in meal
23 periods that were short or otherwise unlawful. Lastly, Plaintiff alleges that she and some other non-
24 exempt employees were required to carry walkie talkie radios at all times, essentially being on call for
25 their meal periods and unable to have duty-free meal periods in violation of California law.

26 12. RA Phillips contends that it has always maintained a lawful meal period policy and
27 provided non-exempt employees with an opportunity to take legally compliant meal periods, and any
28 non-compliant meal periods reflected in employee timekeeping records were solely the result of

1 employee choice, rather than any policy or practice of RA Phillips RA Phillips contends from the
2 records provided in connection with mediation that it had an approximate 98% compliance rate. RA
3 Phillips also contends that it paid meal period premiums when a non-compliant meal period was
4 recorded. Further, it points out that it is only required to “provide” the opportunity to take meal periods,
5 not “ensure” meal periods are taken, and that they have always done so. Finally, RA Phillips contends
6 Plaintiff’s meal period claim is not suited for class certification, since individual inquiries would be
7 required to assess which employees took non-compliant meal periods, how many meal periods were
8 non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period
9 or missed a meal period during a particular shift.

10 13. Plaintiff further alleges that she and Settlement Class Members were also not authorized
11 and permitted to take all required rest periods due to RA Phillips’s rest period policies and practices.
12 Specifically, Plaintiff alleges that RA Phillips utilized a bell ringing system for rest periods that rang
13 exactly 10-minutes apart. As such, and similar to meal periods, Plaintiff and the other non-exempt
14 employees experienced at least one rest period violation on every shift worked in excess of 3.5 hours.

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

21 15. As a result of the alleged unpaid meal period and rest period premium wages described
22 above, Plaintiff alleges that Defendant issued inaccurate wage statements in violation of Labor Code §
23 226 and is thus liable for civil penalties under the Labor Code Private Attorney General Act (“PAGA”).

24 16. RA Phillips argues that meal and rest period claims cannot support a claim for wage
25 statement penalties. RA Phillips further argues that its alleged wage statement violations could not be
26 shown to be “knowing and intentional,” and that Plaintiff cannot show that she or any other employee
27 “suffer[ed] injury” as a result of the alleged wage statement violations, as required by Lab. Code §
28 226(e) for imposition of penalties.

1 17. Lastly, since Plaintiff's PAGA claim is a derivative claim based on the underlying
2 claims, RA Phillips argues that Plaintiff's PAGA claim will fail for the same reasons that her underlying
3 claims will fail. RA Phillips also maintains that, given its good faith defenses, this Court would exercise
4 its discretion to substantially reduce any PAGA penalties if it were to find RA Phillips liable for any of
5 Plaintiff's claims.

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

12 19. In advance of mediation, RA Phillips produced timekeeping and payroll data for Plaintiff
13 and the entire putative class, as well as its wage and hour policies and other relevant documents and
14 information relevant to the claims alleged. With the information and data provided by RA Phillips,
15 Plaintiff was able to calculate the necessary metrics, including without limitation, class size, number of
16 workweeks, and pay periods. After the detailed review of the documents and data produced by RA
17 Phillips, Class Counsel drew on their extensive experience in similar cases to assess the strengths and
18 weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and value of
19 Plaintiff's claims and RA Phillips's defenses.

20 20. On August 30, 2022, a mediation was held with Glenn Lerman, Esq., a well-respected
21 ADR mediator. During mediation, the parties vigorously debated their opposing legal positions, the
22 likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses.
23 Ultimately, the Parties agreed on a class-wide resolution.

24 21. Plaintiff submitted the Stipulation of Settlement to the Court with her Motion for
25 Preliminary Approval on March 31, 2023. On February 26, 2024, Plaintiff filed a supplemental brief
26 in support of preliminary approval along with an amended settlement agreement. On April 30, 2024,
27 the Court granted preliminary approval signed an Order Granting Preliminary Approval of the
28 Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary

1 Approval.

2 After the Court entered an order granting preliminary approval, no events have occurred to cast
3 doubt on the propriety of this determination.

4 22. The Settlement Class encompasses: all current and former hourly-paid or non-exempt
5 employees of Defendant RA Phillips Industries, Inc. in California at any time during November 10,
6 2017 through April 18, 2024.

7 23. After disbursement, Settlement Class Members will have at least 180 days to cash their
8 checks. Funds remaining unclaimed will be distributed to the California State Controller's Office –
9 Unclaimed Property Fund in the name of the Settlement Class Member.

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

12 25. My law firm's and co-counsel's work on this case includes, but is not limited to:
13 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
14 Defendant's documents and policies, analyzing Settlement Class Members' timekeeping data and
15 payroll records, preparing for and attending mediation, negotiating and revising the long-form
16 Settlement Agreement, preparing the Motions for Preliminary and Final Approval, overseeing the
17 settlement administration process, communicating with Settlement Class Members, and otherwise
18 litigating this case.

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

25 27. Given the considerable potential for adverse outcomes in this case, including, but not
26 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
27 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also
28 other practical challenges. There was a real risk that my firm and co-counsel's firm would not be

1 compensated for our work, because our firms handled this matter on a purely contingent basis. Thus,
2 Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover
3 attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final
4 approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over
5 three years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful.
6 Moreover, as discussed above, Class Counsel has advanced a total of \$26,772.80 (and anticipate
7 incurring an additional \$450.00 in actual costs in connection with Case Anywhere fees through October
8 2024, filing the motion for final approval and filing the final distribution declaration(s) and related
9 tasks) for a total of \$27,222.80 in litigation costs on a contingency basis, which also carried risk because
10 Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit. A true
11 and correct copy of the Expense Chart is attached as **Exhibit B**.

12 28. In this case, Class Counsel have a lodestar of \$201,932.50 which is 1.37 times more
13 than the \$147,687.06 fee request. The following is a general summary showing the number of hours
14 of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (26 th Year Attorney)	\$900	72.3	\$65,070
Paul K. Haines (17th Year Attorney)	\$800	20.1	\$16,080
Milan Moore (9th Year Attorney)	\$650	87.7	\$57,005
Paralegals	\$175	22.5	\$3,937.50
Total Lodestar			\$201,932.50

22
23 29. My proposed hourly rate of \$900, Mr. Haines' proposed hourly rate of \$800, and Ms.
24 Moore's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour
25 class action litigation experience, reputation, and fee awards to other attorneys of similar experience
26 in California.

27 30. The attorneys' fee award requested is consistent with my experience in similar wage
28 and hour cases and those routinely awarded by California superior courts. California superior courts

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

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

32. Plaintiff has provided written approval of the split of attorneys' fees in this action. Further, being a private law practice my firm can only properly litigate a limited number of cases at one time. The professional demands of this case were significant, including a significant number of hours of attorney and paralegal time. This litigation precluded my firm from other employment due to the time and financial commitments required by the case. Indeed, because my firm takes on cases on

1 a purely contingency fee, we are only compensated for our time if we successfully settle a case or
2 prevail at trial. Accordingly, I believe the requested fees are reasonable.

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

12 34. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
13 Workforce Development Agency ("LWDA") via its website on March 31, 2023, the same day that he
14 filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached
15 hereto as **Exhibit C**. On February 23, 2024, Plaintiff submitted the proposed Amended Settlement to
16 the LWDA. A true and correct copy of the proof of service is attached hereto as **Exhibit D**. On August
17 22, 2024, Plaintiff submitted a copy of the Order granting preliminary approval on the LWDA via its
18 website. A true and correct copy of the proof of service is attached hereto as **Exhibit E**.

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

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct. Executed on September 11, 2024 at El Segundo, California.

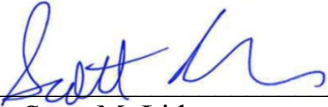
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27 Scott M. Lidman
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EXHIBIT A

EXHIBIT A

Electronically Received 04/23/2024 03:00 PM

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Attorneys for Plaintiff
LAURA TORRES

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

LAURA TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,
vs.

R. A. PHILLIPS INDUSTRIES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV41572

*[Assigned for all purposes to the Hon.
Kenneth R. Freeman, Dept. SSC-14]*

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

Date: April 18, 2024
Time: 10:30 a.m.
Dept.: SSC-14

Action Filed: November 10, 2021
Trial Date: None Set

1 The Motion of Plaintiff Laura Torres (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on April 18, 2023 at 10:00 a.m. The
3 Court, having considered the proposed Amended Joint Stipulation and Settlement Agreement (the
4 “Settlement”), attached as **Exhibit A** to the Supplemental Declaration of Milan Moore filed
5 concurrently with the Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class
6 Action Settlement, Memorandum of Points and Authorities in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All current and former hourly-paid or non-exempt employees of Defendant
16 R. A. Phillips Industries, Inc. who worked at any time in California between
November 10, 2017 and April 18, 2024.

17 2. For purposes of the Settlement, the Court designates named Plaintiff Laura Torres as
18 Class Representative, and Scott M. Lidman and Milan Moore of Lidman Law, APC and Paul Haines of
19 Haines Law Group, APC as Class Counsel.

20 3. The Court designates Phoenix Class Action Administration Solutions as the third-party
21 Settlement Administrator for mailing notices.

22 4. The Court approves, as to form and content, the Court Approved Notice of Class Action
23 Settlement and Hearing Date for Final Court Approval (“Class Notice”) and is attached as **Exhibit A**.

24 5. The Court finds that the form of notice to the Settlement Class regarding the pendency of
25 the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,
26 constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient
27 notice to all members of the Settlement Class. The form and method of giving notice complies fully
28 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 opt out of or object to the Settlement, as set forth in the Class Notice.

7. The procedures and requirements for filing objections in connection with the Final Fairness 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 Class Notice to the members of the Settlement Class in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least 45 calendar days' notice for members of the Settlement Class to opt out of, or object to, the Settlement.

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 14 of this Court, located at 312 North Spring Street, Los Angeles, California, 90012 on October 15, 2024 at 11:00 a.m.

11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement 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, reimbursement of litigation expenses, service award to Plaintiff, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

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

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	15 calendar days after the preliminary approval order is entered and served
Settlement Administrator to mail Notice Packets to Class Members	14 calendar days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	45 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	September 16, 2024
Final Fairness Hearing:	October 15, 2024 at 11:00 a.m.

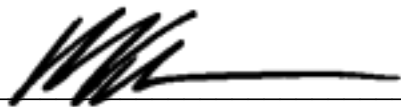
14. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

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

IT IS SO ORDERED.

Dated: April 30, 2024




Honorable Kenneth R. Freeman
Judge of the Superior Court
Kenneth R. Freeman/Judge

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EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Laura Torres v. R.A. Phillips Industries, Inc., Case No. 21STCV41572

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against R.A. Phillips Industries, Inc. (“Phillips”) for alleged wage and hour violations. The Action was filed by a former employee Laura Torres (“Plaintiff”) and seeks payment of unpaid wages and penalties for Phillips alleged failure to provide meal periods, failure to authorize and permit rest periods, and failure to provide accurate itemized wage statements for a class of all current and former hourly-paid or non-exempt employees (“Class Members”) who worked for Phillips during the Class Period from November 10, 2017 to April 18, 2024 and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly-paid or non-exempt employees who worked for Phillips during the PAGA Period from November 10, 2020 to April 18, 2024 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Phillips to fund Individual Class Payments, and (2) a PAGA Settlement requiring Phillips to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Phillips's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Phillips's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Phillips' records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Phillips to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Phillips.

If you worked for Phillips during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Phillips.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Phillips, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Phillips will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Phillips that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
The Opt-out Deadline is _____	You cannot opt-out of the PAGA portion of the proposed Settlement. Phillips must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <u>October 15, 2024</u> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <u>October 15, 2024 at 11:00 a.m.</u> You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Phillips’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Phillips employee. The Action accuses Phillips of violating California labor laws by failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Scott M. Lidman, Elizabeth Nguyen and Milan Moore of Lidman Law, APC and Paul Haines of Haines Law Group, APC (“Class Counsel.”)

Phillips strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Phillips or Plaintiff is correct on the merits. In the meantime, Plaintiff and Phillips hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were

successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Phillips have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Phillips does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Phillips has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Phillips Will Pay \$483,813 as the Gross Settlement Amount (Gross Settlement). Phillips has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Phillips will fund the Gross Settlement no later than 10 business days after the Effective Date. “Effective Date” means the earliest date by which both of the following have occurred: (a) the Court enters a Judgment based on its Final Approval of the Settlement; and (b) the Judgment becomes final. The Judgment becomes final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more Participating Class Members object to the Settlement, the first day when the Judgment can no longer be appealed, which is either (i) the day after the deadline for filing a notice of appeal from the Judgment, if no timely appeal from the Judgment is filed, or (ii) the day after the appellate court affirms the Judgment and issues a remittitur, if an appeal from the Judgment is timely filed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$161,271 (1/3 of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$32,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$5,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

1 C. Up to \$10,000 to the Administrator for services administering the Settlement.

2 D. Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment
3 and 25% in Individual PAGA Payments to the Aggrieved Employees based on their
4 PAGA Period Pay Periods.

5 Participating Class Members have the right to object to any of these deductions. The Court will
6 consider all objections.

7 3. Net Settlement Distributed to Class Members. After making the above deductions in
8 amounts approved by the Court, the Administrator will distribute the rest of the Gross
9 Settlement (the “Net Settlement”) by making Individual Class Payments to Participating
10 Class Members based on their Class Period Workweeks.

11 4. Taxes Owed on Payments to Class Members. Plaintiff and Phillips are asking the Court to
12 approve an allocation of 33% of each Individual Class Payment to taxable wages (“Wage
13 Portion”) and 67% to the Non-Wage Portion. The Wage Portion is subject to withholdings
14 and will be reported on IRS W-2 Forms. Phillips will separately pay employer payroll taxes
it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather
than wages for tax purposes. The Administrator will report the Individual PAGA Payments
and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

15 Although Plaintiff and Phillips have agreed to these allocations, neither side is giving you any
16 advice on whether your Payments are taxable or how much you might owe in taxes. You are
17 responsible for paying all taxes (including penalties and interest on back taxes) on any Payments
received from the proposed Settlement. You should consult a tax advisor if you have any questions
about the tax consequences of the proposed Settlement.

18 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual
19 Class Payments and Individual PAGA Payments will show the date when the check expires
20 (the void date). If you don’t cash it by the void date, your check will be automatically
21 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
Fund in your name.

22 If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should
23 consult the rules of the Fund for instructions on how to retrieve your money.

24 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
25 Participating Class Member, participating fully in the Class Settlement, unless you notify
26 the Administrator in writing, not later than _____, that you wish to opt-out.
27 The easiest way to notify the Administrator is to send a written and signed Request for
Exclusion by the _____ Response Deadline. The Request for Exclusion should
be a letter from a Class Member or his/her representative setting forth a Class Member’s
name, present address, telephone number, and a simple statement electing to be excluded

1 from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will
2 not receive Individual Class Payments, but will preserve their rights to personally pursue
wage and hour claims against Phillips.

3 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
4 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
Individual PAGA Payments and are required to give up their right to assert PAGA claims against
5 Phillips based on the PAGA Period facts alleged in the Action.

6 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the
Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It
7 is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and
Phillips have agreed that, in either case, the Settlement will be void: Phillips will not pay
8 any money and Class Members will not release any claims against Phillips.

9 8. Administrator. The Court has appointed a neutral company, Phoenix Class Action
Administration Solutions (the "Administrator") to send this Notice, calculate and make
10 payments, and process Class Members' Requests for Exclusion. The Administrator will also
decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and
11 tax forms, and perform other tasks necessary to administer the Settlement. The
Administrator's contact information is contained in Section 9 of this Notice.

12 9. Participating Class Members' Release. After the Judgment is final and Phillips has fully
13 funded the Gross Settlement and separately paid all employer payroll taxes, Participating
Class Members will be legally barred from asserting any of the claims released under the
14 Settlement. This means that unless you opted out by validly excluding yourself from the
Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against
15 Phillips or related entities for wages based on the Class Period facts and PAGA penalties
based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.
16

17 The Participating Class Members will be bound by the following release:

18 All Participating Class Members, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
Parties from any and all causes of action, claims, rights, damages, punitive or statutory damages,
20 penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to
the acts, facts, transactions, theories, occurrences, representations, or omissions that were alleged,
21 or reasonably could have been alleged, in the operative First Amended Complaint based on the
factual Class Period facts alleged in the operative First Amended Complaint, including but not
22 limited to: (a) any alleged failure by Phillips to provide meal or rest periods or to pay meal or rest
period premiums (including, but not limited to, failure to correctly calculate the regular rate of pay
23 used to calculate meal and/or rest period premium pay); (b) any alleged failure by Phillips to
provide compliant wage statements; (c) any right or claim for unfair business practices in violation
24 of California Business & Professions Code §§ 17200 *et seq.*; (d) any right or claim for civil
penalties (except PAGA Penalties) pursuant to the California Labor Code or Wage Order; (e) any
25 violation or breach of the California Labor Code arising from or related to the conduct or omission
alleged, or could have reasonably been alleged based on the Class Period facts alleged including
26 without limitation, any violation or breach of California Labor Code § 203 solely based on the
27

failure to timely pay all meal period and rest period premiums due at the time of separation of employment, 226, 226.7, 512, 516, 558, 1174, or any other similar state or local statute, wage order, rule, regulation, ordinance, or authority, or similar causes of action arising from or relating to the conduct alleged (“Released Class Claims”). Except as set forth in Section 5.4 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Phillips has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Phillips, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Phillips or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative First Amended Complaint and the PAGA Notice, including, but not limited to, any right or claim for PAGA penalties predicated on: (a) any alleged failure by Phillips to provide meal or rest periods or to pay meal or rest period premiums (including, but not limited to, failure to correctly calculate the regular rate of pay used to calculate meal and/or rest period premium pay); (b) any alleged failure by Phillips to provide compliant wage statements; (c) any right or claim for civil penalties pursuant to the California Labor Code or Wage Order; (d) any violation or breach of the California Labor Code arising from or related to the conduct or omission alleged, or could have reasonably been alleged based on the PAGA Period facts stated in the operative First Amended Complaint and the PAGA Notice and the conduct or omission ascertained in the course of the operative First Amended Complaint, including without limitation, any violation or breach of California Labor Code § 203 solely based on the failure to timely pay all meal period and rest period premiums due at the time of separation of employment, 204, 226, 226.7, 512, 516, 558, 1174, or any other similar wage orders (“Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$_____ by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Phillips's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Phillips' calculation of Workweeks and/or Pay Periods based on Phillips' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Phillips' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

3. **Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____,

and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Phillips are asking the Court to approve. On September 16, 2024, which is before the October 15, 2024 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address, telephone number, and approximate dates of employment for Phillips and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on October 15, 2024 at 11:00 a.m. in Department 14] of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

1 It's possible the Court will reschedule the Final Approval Hearing. You should check the
2 Administrator's website _____ beforehand or contact Class
3 Counsel to verify the date and time of the Final Approval Hearing.

4 **9. HOW CAN I GET MORE INFORMATION?**

5 The Agreement sets forth everything Phillips and Plaintiff have promised to do under the proposed
6 Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
7 documents is to go to _____ (specify entity) 's website at _____ (url).
8 You can also telephone or send an email to Class Counsel or the Administrator using the contact
9 information listed below, or consult the Superior Court website by going to
(<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action,
Case No.21STCV41572. You can also make an appointment to personally review court
documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

10 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

11 Scott M. Lidman
12 Milan Moore
13 Lidman Law, APC
14 2155 Campus Drive, Suite 150
15 El Segundo, California 90245
16 Telephone: (424) 322-4772
Facsimile: (424) 322-4775
Email: slidman@lidmanlaw.com
mmoore@lidmanlaw.com

Paul K. Haines
Haines Law Group, APC
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355
Email: phaines@haineslawgroup.com

17 Settlement Administrator:

18 Name of Company:

19 Email Address:

20 Mailing Address:

Telephone:

21 Fax Number:

22 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

23 If you lose or misplace your settlement check before cashing it, the Administrator will replace it as
24 long as you request a replacement before the void date on the face of the original check. If your
25 check is already void you should consult the Unclaimed Property Fund for instructions on how to
26 retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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EXHIBIT B

EXHIBIT B

Expense Summary
Laura Torres v. R.A. Phillips Industries, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$5,250.00
Expert Expenses (Damages Exposure Analysis for Mediation Purposes)	\$16,689.00
Filing, Service and Messenger Fees (including costs associated with filing the Final Approval Motion)	\$1,949.45
Copying Costs	\$71.50
Postage Costs	\$30.05
Case Anywhere Fees through August 2024	\$2,782.80
Anticipated Costs for court appearances, Case Anywhere fees for Class Counsel through October 2024, service fees, copying and postage	\$450.00
TOTAL:	\$27,222.80

EXHIBIT C

EXHIBIT C

From: [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, March 31, 2023 2:12:37 PM

03/31/2023 02:11:55 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

LIDMAN LAW, APC

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

Attorneys for Plaintiff
LAURA TORRES

HAINES LAW GROUP, APC

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

Attorneys for Plaintiff
LAURA TORRES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LAURA TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

R. A. PHILLIPS INDUSTRIES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV41572

*[Assigned for all purposes to the Hon.
Kenneth R. Freeman, Dept. SSC-14]*

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

Date: September 5, 2023
Time: 10:00 a.m.
Dept.: SSC-14

PROOF OF SERVICE

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

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

On March 31, 2023, I served the foregoing document(s) described as:

1. Joint Stipulation and Settlement Agreement
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 Laura Torres 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 Action Settlement

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- 851987-21.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 31, 2023, at El Segundo, California.

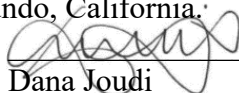

Dana Joudi

EXHIBIT D

EXHIBIT D

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, February 23, 2024 1:15:50 PM

02/23/2024 01:15:30 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
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El Segundo, California 90245
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Fax: (424) 322-4775

Attorneys for Plaintiff
LAURA TORRES

HAINES LAW GROUP, APC
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El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
LAURA TORRES

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

LAURA TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

R. A. PHILLIPS INDUSTRIES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV41572

*[Assigned for all purposes to the Hon. Kenneth
R. Freeman, Dept. SSC-14]*

**PROOF OF SERVICE ON LWDA RE:
AMENDED JOINT STIPULATION AND
CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT AND CLASS
NOTICE**

Date: March 28, 2024
Time: 10:00 a.m.
Dept.: SSC-14

Action Filed: November 10, 2021
Trial Date: None Set

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 February 23, 2024, I served the foregoing document(s) described as:

1. Amended Joint Stipulation Class and PAGA Action Settlement Agreement and Class Notice

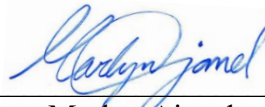
on the interested party(ies) in this action as follows:

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-851987-21

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

Executed on February 26, 2024, at El Segundo, California.



Marlyn Ajanel

EXHIBIT E

EXHIBIT E

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Thursday, August 22, 2024 10:18:19 AM

08/22/2024 10:17:56 AM

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

Item submitted: Court Order or Judgment

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
LAURA TORRES

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

Attorneys for Plaintiff
LAURA TORRES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LAURA TORRES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

R. A. PHILLIPS INDUSTRIES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV41572

*[Assigned for all purposes to the Hon. Kenneth
R. Freeman, Dept. SSC-14]*

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

Date: April 18, 2024
Time: 10:30 a.m.
Dept.: SSC-14

Action Filed: November 10, 2021
Trial Date: None Set

1
2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA)
4) ss.
5 COUNTY OF LOS ANGELES)

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

9 On February 23, 2024, I served the foregoing document(s) described as:

10 **1. Amended Joint Stipulation Class and PAGA Action Settlement Agreement and**
11 **Class Notice**

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

13 Labor and Workforce Development Agency
14 1515 Clay Street, Ste. 801
15 Oakland, CA 94612
16 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

17 **[X]** (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s)
18 described above to be electronically transmitted to the Labor and Workforce Development
19 Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No.
20 LWDA-CM-851987-21

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

23 Executed on September 11, 2024, at El Segundo, California.

24 
25 _____
26 Marilyn Ajanel
27
28