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ANITA RAMIREZ

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

ANITA RAMIREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC, a Delaware limited liability
company; and DOES 1-100, inclusive,

Defendants.

Case No. CIVSB2203812

*[Assigned for all purposes to Hon. Joseph T. Ortiz,
Department S-17]*

**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 7, 2024
Time: 1:30 p.m.
Dept.: S-17

Action Filed: March 19, 2022
Trial Date: None

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 Anita Ramirez (“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 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
members and obtaining declarations in connection with class certification; drafting oppositions to motions

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

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

- 12 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
13 States District Court, Central District of California, Honorable Gary Klausner,
14 presiding¹.
- 15 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior
16 Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 17 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
18 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 19 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior
20 Court, County of Alameda, Honorable Winifred Smith, presiding.
- 21 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
22 United States District Court, Central District of California, Honorable Percy
23 Anderson, presiding.
- 24 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
25 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²

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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.

² 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.

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

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

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

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

9 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
10 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
11 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
12 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
13 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
14 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
15 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
16 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
17 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
18 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
19 *v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
20 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
21 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
22 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
23 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
24 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley
25 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
26 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
27 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
28 presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court,
County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*

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

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

16 10. On February 16, 2022, Plaintiff filed a putative class action complaint against Defendant
17 in San Bernardino County Superior Court. June 23, 2023, Plaintiff filed a First Amended Class and
18 Representative Action Complaint adding a cause of action for civil penalties under the Labor Code
19 Private Attorneys General Act (“PAGA”). On January 4, 2024, in conjunction with effectuating the
20 terms of the settlement agreement, the Parties filed a joint stipulation to file a Second Amended
21 Complaint adding a cause of action for waiting time penalties. Plaintiff’s operative complaint alleges
22 that CMFHA: (1) failed to pay all overtime wages owed; (2) failed to provide all legally required meal
23 periods; (3) failed to authorize and permit all legally required rest periods; (4) failed to provide accurate,
24 itemized wage statements; (5) failed to timely pay all wages upon separation of employment; (6) engaged
25 in unlawful business practices; and (7) is liable for civil penalties under the PAGA.

26 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories
27 of liability are related to Defendant’s alleged failure to pay for all overtime hours worked and failure to
28 provide Settlement Class Members all legally compliant duty-free meal and rest periods due to its
misclassification of Plaintiff and the other Mentor Recruiters as exempt. Plaintiff alleges that Defendant

1 failed to properly compensate its non-exempt employees for all time worked. Plaintiff alleges that as a
2 result of CMFHA's misclassification of Mentor Recruiters as exempt, Plaintiff and the other Mentor
3 Recruiters were not paid for their overtime hours worked. CMFHA paid Plaintiff and the other Mentor
4 Recruiters a flat salary which was not based on the number of hours actually worked. Plaintiff and the
5 other Mentor Recruiters regularly worked more hours than scheduled and on average worked in excess
6 of 10.0 to 12.0 hours per day. This was because in addition to her 8 hours, CMFHA often required
7 Plaintiff and other Mentor Recruiters to work weekends, nightly recruiting events, and make home visits.
8 They also had to have weekly meetings with their Program Directors, 1.5 hour weekly information
9 sessions, community events, etc.

10 12. CMFHA contends that it compensated Settlement Class members for all of their time
11 worked. Specifically, CMFHA contends that it properly classified Mentor Recruiters as exempt and
12 therefore did not have to pay overtime wages. CMFHA further asserts that Plaintiff would be unable to
13 certify this class given the individualized inquiries that would be required, including without limitation
14 how many hours each Mentor Recruiter was working, which would be difficult because contemporaneous
15 timekeeping records were not maintained.

16 13. Plaintiff alleges that she and Settlement Class Members were not provided with all legally-
17 required meal periods in compliance with California law due to Defendant's unlawful meal period
18 policies/practices. Due to work demands, Plaintiff was often prevented from taking meal periods that
19 commenced before the end of the 5th hour of work and/or which were at least 30 minutes in length.
20 Additionally, CMFHA did not require its Mentor Recruiters to track the start and stop time of meal periods
21 when they remained on the work premises.

22 14. CMFHA counters that it has always provided non-exempt employees with an opportunity
23 to take legally compliant meal periods, and any non-compliant meal periods were solely the result of
24 employee choice, rather than any policy or practice of CMFHA. CMFHA also points out that it is only
25 required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that
26 they have always done so. Finally, CMFHA contends Plaintiff's meal period claim is not suited for class
27 certification and individual inquiries would be required to assess which employees took non-compliant
28 meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular
employee took a non-compliant meal period or missed a meal period during a particular shift.

1 15. Plaintiff alleges that she and other Settlement Class Members were not authorized and
2 permitted to take all required rest periods due to CMFHA's rest period policies/practices which fail to
3 authorize and permit all rest periods for every four hours worked, *or major fraction thereof*. Specifically,
4 Plaintiff worked shifts in excess of 3.5 hours, but was not authorized or permitted to take a ten-minute paid
5 rest period for every four (4) hour period worked, *or major fraction thereof* as a result of the work demands
6 imposed by Defendant and the nature of the work of Mentor Recruiter.

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

13 17. Plaintiff further alleges that CMFHA issued inaccurate wage statements in violation of
14 Labor Code § 226 as a result of the misclassification of the Mentor Recruiters and meal and rest period
15 premium wages described above. Specifically, Plaintiff contends that this conduct violated Labor Code §
16 226(a) because the wage statements issued to Settlement Class Members did not include all hours worked
17 and the rate at which they were being paid.

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

22 19. Plaintiff alleges that CMFHA is also liable for waiting time penalties under Labor Code
23 section 203 as a result of its failure to pay all overtime wages upon separation of employment. Based on
24 the data provided by CMFHA, there were approximately 25 Settlement Class Members who have separated
25 their employment with Defendant during the relevant time period who could be entitled to waiting time
26 penalties.

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

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

1 Code violations.

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

6 23. 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 24. Throughout the litigation, Plaintiff propounded two sets of written discovery, including
13 without limitation, Special Interrogatories, Form Interrogatories General and Employment, and
14 Requests for Production. and information pertaining to Plaintiff and the putative class. Further, the
15 Parties completed the *Belaire-West* notice and CMFHA produced the contact information for the
16 putative class members that did not opt-out. Additionally, over the course of two days, Plaintiff took
17 the deposition of CMFHA's Person Most Qualified. CMFHA also took the deposition of Plaintiff.

18 After agreeing to participate in early mediation, CMFHA informally produced documents and
19 information relevant to the claims alleged in advance of mediation, including without limitation
20 timekeeping and payroll data for the putative class. With the informal production of information and data,
21 in conjunction with the formal discovery completed, Plaintiff was able to calculate data points necessary
22 for a fruitful mediation, including without limitation, the number of employees, workweeks at issue, pay
23 periods at issue, meal and rest period policies and procedures, and payroll policies. After a review and
24 analysis of the documents and information produced by CMFHA, Class Counsel drew on their extensive
25 experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This discovery
26 allowed the parties to assess the merits and value of Plaintiff's claims and CMFHA's defenses thereto, if
27 a settlement could not be reached.

28 25. On November 9, 2023, a mediation was held with Jill Sperber, Esq., a well-respected wage
and hour class action mediator. During mediation, the parties vigorously debated their opposing legal

positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. Ultimately, the Parties agreed on a class-wide resolution that included Plaintiff filing an amended complaint adding a cause of action for waiting time penalties. In the weeks that followed, the parties finalized the terms of settlement and executed the Stipulation of Settlement ("Settlement").

26. Plaintiff submitted the Stipulation of Settlement to the Court with her Motion for Preliminary Approval on March 12, 2024. On May 13, 2024, the Court signed an Order Granting Preliminary Approval of the Settlement. A true and correct copy of the Order Granting Preliminary Approval is attached hereto as **Exhibit A**.

27. The Settlement Class encompasses: All current and former Mentor Recruiters employed by CMFHA in California between February 16, 2018 and April 25, 2021 (the "Class Period") who were classified as exempt and who do not opt out of the Action and who did not execute arbitration agreements with CMFHA.

28. After disbursement, Settlement Class Members will have 180 days to cash their checks. *See Settlement* ¶ 5.E. Funds remaining unclaimed will be distributed to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class Member.

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

30. My law firm's work on this case includes, but is not limited to: conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing Defendant's documents and policies, propounding formal written discovery, preparing and defending Plaintiff's deposition, preparing and taking multiple PMQ depositions, analyzing Settlement Class Members' timekeeping data and payroll records, preparing for and attending mediation, negotiating and revising the long-form Settlement, preparing this Motion, and otherwise litigating the case.

31. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over two years without receiving any compensation to date. To date, my law firm, has incurred \$23,377.76 in actual costs and have devoted substantial time to this litigation and expect to incur approximately \$545.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of \$23,922.76. Attached hereto as **Exhibit B** is an Expense Summary reflecting these costs, which

include but are not limited to: filing fees, messenger fees, service fees, copying costs (at \$.06 per page), mediation fees, and postage.

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

33. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in this matter, my firm will have litigated this case for well over two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced a total of \$23,377.76 in actual costs and have devoted substantial time to this litigation and expect to incur approximately \$545.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of \$23,922.76 in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

34. In this case, Class Counsel have a lodestar of **\$121,297.50** which is 1.21 times more than the \$100,000.00 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$900	47.8	\$43,020
Elizabeth Nguyen (17th Year Attorney)	\$800	15.4	\$12,320
Milan Moore (7th Year Attorney)	\$650	102.7	\$66,755
Paralegals	\$175	18.8	\$3,290

35. My proposed hourly rate of \$900, Ms. Nguyen's 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 are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 25th year attorney is \$997, the hourly rate for a 17th year attorney is \$829, and the hourly rate for a 7th 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 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)

37. 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. Intrust Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

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

39. Here, analyzing those factors weigh in favor of approving Plaintiff's requested service award of \$10,000.00 because request is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of Settlement Class Members. The requested service award is intended to recognize the time and effort that Plaintiff expended on behalf of the Settlement Class. Plaintiff provided substantial factual information and documents to Class Counsel, attended multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation, prepared for and sat for a full day deposition, and was available during the mediation. Plaintiff estimates she spent between 15-20 hours on activities related to this case. Moreover, Plaintiff has agreed to release, in addition to the released claims included within the Settlement, all claims, whether known or unknown, under federal, state, or local law against Defendant and the Released Parties. Plaintiff's release includes unknown claims, and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code. *See* Settlement ¶ 3.E.

40. Plaintiff submitted the proposed Settlement Agreement on the California Labor & Workforce Development Agency ("LWDA") via its website on February 21, 2024. A true and correct copy of the proof of service is attached hereto as **Exhibit D**. On June 26, 2024, Plaintiff submitted a copy of the Order granting preliminary approval on the LWDA via its website. A true and correct copy of the proof of service is attached hereto as **Exhibit E**.

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

1 42. As of the date of the filing of this Declaration, I am not aware of any other pending class,
2 representative or other collective action that would be affected by the approval of this settlement.

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

5 Executed on September 6, 2024, at El Segundo, California.

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8 Scott M. Lidman
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EXHIBIT A

EXHIBIT A

ORIGINAL

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

MAY 13 2024

BY Jessica Garcel
JESSICA GARCEL, Clerk

LIDMAN LAW, APC
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Attorneys for Plaintiff
ANITA RAMIREZ

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

ANITA RAMIREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC, a Delaware limited
liability company; and DOES 1-100,
inclusive,

Defendants.

Case No.: CIVSB2203812

[Assigned for all purposes to Hon. Joseph T.
Ortiz, Department S-17]

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

Date: May 13, 2024
Time: 1:30 p.m.
Dept.: S-17

FILED

1 The Motion of Plaintiff Anita Ramirez ("Plaintiff") for Preliminary Approval of Class
2 Action Settlement ("Motion") came on regularly for hearing before this Court on [date] at [time]
3 a.m. in Department S-17. The Court, having considered the proposed Stipulation of Settlement
4 (the "Settlement"), attached as **Exhibit 1** to the Declaration of Milan Moore filed concurrently
5 with the Motion; having considered Plaintiff's Motion, Memorandum of Points and Authorities
6 in support thereof, and supporting declarations filed therewith; and good cause appearing,
7 HEREBY ORDERS THE FOLLOWING:

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

15 All current and former Mentor Recruiters employed by CMFHA in California
16 between February 16, 2018 and April 25, 2021 (the "Class Period") who were
17 classified as exempt and who do not opt out of the Action and who did not execute
arbitration agreements with CMFHA.

18 2. For purposes of the Settlement, the "Class Period" shall mean the time period
19 between February 16, 2018 and April 25, 2021.

20 3. For purposes of the Settlement, the Court designates named Plaintiff Anita
21 Ramirez as Class Representative, and Scott M. Lidman and Milan Moore of Lidman Law, APC
22 as Class Counsel.

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

25 4. The Court approves, as to form and content, the Notice of Pendency of Class
26 Action and Proposed Settlement and Notice of Individual Settlement Award attached to the
27 Settlement as **Exhibits 2 and 3, respectively**.
28

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

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

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

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

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

20 10. The Final Fairness Hearing on the question of whether the Settlement should be
21 finally approved as fair, reasonable, and adequate is scheduled in Department S-17 of this Court,
22 located at 247 West Third Street, San Bernardino, California 92415 on October 7,
23 2024 at 1:30 a.m. (p.m.)

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

1 ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should
2 be granted.

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

8 13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	20 calendar days after the Court enters an order granting preliminary approval.
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing
Final Fairness Hearing:	October 7, 2024

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

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

23 **IT IS SO ORDERED.**

24 Dated: May 13, 2024


Honorable Joseph T. Ortiz
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Anita Ramirez v. California Mentor Family Home Agency

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$9,375.00
Filing Fees	\$2,591.26
Service and Messenger Fees	\$184.63
Copying Costs (at 06. Cents/page)	\$198.36
Postage Costs	\$107.07
CourtCall	\$260.00
Deposition Costs for Deposing Defendant's PMQs	\$9,759.52
Deposition Transcript of Plaintiff Ramirez	\$901.92
Anticipated Costs for filing the Final Approval motion, filing final distribution declaration, service fees, copying and postage	\$545.00
TOTAL:	\$23,922.76

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
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
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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 D

EXHIBIT D

COPY

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Attorneys for Plaintiff
ANITA RAMIREZ

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAR 13 2024 @

BY: Jordyn Drake
Jordyn Drake, Deputy

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

ANITA RAMIREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC, a Delaware limited liability
company; and DOES 1-100, inclusive,

Defendants.

Case No.: CIVSB2203812

*[Assigned for all purposes to the Hon. Joseph
T. Ortiz, Department S17]*

**PROOF OF SERVICE ON LWDA RE: (1)
STIPULATION OF SETTLEMENT and
(2) PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 13, 2024

Time: 1:30 p.m.

Dept.: S-17

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 21, 2024, I served the foregoing document(s) described as:

1. Stipulation of Settlement
2. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof
3. Declaration of Milan Moore 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 Plaintiff Anita Ramirez in Support of Motion for Approval of Class Action Settlement
6. Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in Support of Plaintiff's Motion for Preliminary Approval
7. [Proposed] Order Granting Preliminary Approval of Class Action Settlement

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

LABOR AND WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Ste. 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[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 case number LWDA-CM-868549-22.

[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 21, 2024, at El Segundo, California.



Marlyn Ajanel

EXHIBIT E

EXHIBIT E

LIDMAN LAW, APC
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Attorneys for Plaintiff
ANITA RAMIREZ

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

ANITA RAMIREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC, a Delaware limited liability
company; and DOES 1-100, inclusive,

Defendants.

Case No.: CIVSB2203812

*[Assigned for all purposes to the Hon. Joseph
T. Ortiz, Department S17]*

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

Date: May 13, 2024
Time: 1:30 p.m.
Dept.: S-17

PROOF OF SERVICE

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

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

On June 26, 2024, I served the foregoing document(s) described as:

1. ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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

LABOR AND WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Ste. 801
Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[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 number LWDA-CM-868549-22.

[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 June 26, 2024, at El Segundo, California.



Marlyn Ajanel