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LUIS MANUEL JARA

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

LUIS MANUEL JARA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

REID PRODUCTS, INC., a California
corporation; and DOES 1 through 100,
inclusive.

Defendants.

Case No. CIVSB2204688

*[Assigned for all purposes to the
Hon. Gilbert Ochoa, Dept. S-24]*

**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: April 30, 2024
Time: 9:00 a.m.
Dept.: S-24

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 Luis Manuel Jara (“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

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

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

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

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26
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-KSC,
14 United States District Court, Southern District of California.⁴
- 15 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of
16 Solano, Honorable Paul Berman, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
24 States District Court, Central District of California, Honorable Margaret Morrow,
25 presiding.

26
27 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.

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

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

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

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

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.

10. On March 14, 2022, Plaintiff filed a putative class action complaint against Defendant in San Bernardino County Superior Court. On March 11, 2022, Plaintiff submitted a letter to the California Labor Workforce Development Agency (“LWDA”) and Reid Products regarding Defendant’s alleged Labor Code violations and his intent to bring a claim for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”). On August 5, 2022, Plaintiff filed a First Amended Class and Representative Action Complaint. Plaintiff’s operative complaint alleges that Reid Products: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required rest periods; (5) failed

1 to provide accurate, itemized wage statements; (6) failed to timely pay all wages upon separation of
2 employment; (7) engaged in unlawful business practices; and (8) is liable for civil penalties under the
3 PAGA.

4 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories
5 of liability are related to Defendant's alleged failure to pay for all time worked and failure to provide
6 Settlement Class Members all legally compliant duty-free meal and rest periods. Plaintiff alleges that
7 Defendant failed to compensate its non-exempt employees for all time worked. Specifically, Plaintiff
8 alleges that Defendant would keep track of Plaintiff's time worked and would unlawfully round/shave
9 time worked such that Plaintiff would not be fully paid for all time worked. This time-shaving and/or
10 rounding practice utilized by Defendant was not even-handed over time and would almost exclusively
11 round and shave in Defendant's favor such that Plaintiff was routinely underpaid for all his time worked.
12 Additionally, from approximately March 23, 2020 through November 10, 2021, Defendant required
13 Plaintiff and other non-exempt employees to be subjected to temperature checks due to the COVID-19
14 pandemic. Despite being under Defendant's direction and control, Defendant failed to compensate its
15 non-exempt employees for such time. As a result, Defendant failed to pay Plaintiff and other non-exempt
16 employees for all minimum and overtime wages owed.

17 12. Reid Products contends that it compensated Settlement Class members for all of their time
18 worked, that its rounding practices were lawful, and any unpaid time was *de minimis* and therefore non-
19 compensable. Reid Products contends it began paying the minute started in June 2022. Reid Products
20 further asserts that Plaintiff would be unable to certify a rounding class given the individualized inquiries
21 that would be required, and also that Reid Products rounding mechanism was, according to it, allegedly
22 facially neutral. Reid Products contends the COVID-19 screenings occurred after the employees clocked
23 in and were therefore paid for this time, which was *de minimis*. Further, Reid Products contends that
24 Plaintiff's assessment of the claim at the overtime rate is inflated and incorrect.

25 13. Plaintiff alleges that he and Settlement Class Members were not provided with all legally-
26 required meal periods in compliance with California law due to Defendant's unlawful meal period
27 policies/practices. Due to work demands, Plaintiff was often prevented from taking meal periods that
28 commenced before the end of the 5th hour of work and/or which were at least 30 minutes in length.

1 Additionally, Reid Products required its employees to remain on the work premises for meal periods
2 during the COVID-19 pandemic. Also, there was a 100% violation rate for second meal periods on shifts
3 over 10.0 hours.

4 14. Reid Products counters that it has always provided non-exempt employees with an
5 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
6 employee timekeeping records were solely the result of employee choice, rather than any policy or practice
7 of Reid Products. Reid Products also points out that it is only required to “provide” the opportunity to
8 take meal periods, not “ensure” meal periods are taken, and that they have always done so. Reid Products
9 also contends that because its production stops during meal periods, it does not have to keep track of meal
10 periods. Reid Products contends there are no second meal period violations because the employee signed
11 valid second meal period waivers. Finally, Reid Products contends Plaintiff’s meal period claim is not
12 suited for class certification and individual inquiries would be required to assess which employees took
13 non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why
14 a particular employee took a non-compliant meal period or missed a meal period during a particular shift.

15 15. Plaintiff alleges that he and other Settlement Class Members were not authorized and
16 permitted to take all required rest periods due to Reid Products’ rest period policies/practices which fail
17 to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
18 Specifically, Plaintiff worked shifts in excess of 10.0 hours, but was not authorized or permitted to take a
19 ten-minute paid rest period. Additionally, Plaintiff contends he and other Settlement Class Members were
20 required to remain on the work premises during the COVID-19 pandemic.

21 16. Reid Products contends it has always maintained and enforced lawful rest period policies
22 and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
23 periods in compliance with California law. Reid Products argues that Plaintiff’s rest period claims are
24 inherently unsuited for class treatment as it requires an individualized inquiry into whether each
25 Settlement Class member was in fact authorized and permitted to take a compliant rest period, which
26 would devolve into an unmanageable series of mini-trials.

27 17. Plaintiff further alleges that National Paving issued inaccurate wage statements in
28 violation of Labor Code § 226 as a result of the alleged unpaid minimum wages, overtime wages, and

meal and rest period premium wages described above. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because the wage statements issued to Settlement Class Members did not include all hours worked and the rate at which they were being paid.

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

19. Plaintiff alleges that Reid Products is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages.

20. Reid Products asserts it has strong defenses to the waiting time claim because there exist good-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 Code violations.

22. Reid Products argues that Plaintiff’s PAGA claim will fail for the same reasons that his underlying claims will fail. Reid Products also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Reid Products liable for any of Plaintiff’s claims.

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

24. After agreeing to participate in early mediation, Reid Products informally produced documents and information relevant to the claims alleged in advance of mediation, including without limitation timekeeping and payroll data for a 20% sampling of the putative class. Additionally, Reid Products produced information and data points needed for a fruitful mediation, including without

1 limitation, the number of employees, workweeks at issue, pay periods at issue, meal and rest period
2 policies and procedures, and payroll policies. After a review and analysis of the documents and
3 information produced by Reid Products, Class Counsel drew on their extensive experience in similar cases
4 to assess the strengths and weaknesses of Plaintiff's case. This discovery allowed the parties to assess the
5 merits and value of Plaintiff's claims and Reid Products' defenses thereto, if a settlement could not be
6 reached.

7 25. As discussed in the preliminary approval papers, on June 7, 2023, a mediation was held
8 with Katherine J. Edwards, Esq., a well-respected mediator. During mediation, the parties vigorously
9 debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal
10 basis for the claims and defenses. Ultimately, the Parties agreed on a class-wide resolution. In the weeks
11 that followed, the parties finalized the terms of settlement and executed the Stipulation of Class Action
12 and PAGA Settlement ("Settlement").

13 26. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for
14 Preliminary Approval on October 19, 2023. On November 29, 2023, the Court granted Preliminary
15 Approval of the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Court's Signed
16 Tentative Order Granting Preliminary Approval.

17 27. The Settlement Class encompasses: All current and former non-exempt, hourly employees
18 of Defendant Reid Products, Inc. who worked at any time in California during the Class Period. For
19 purposes of the Settlement, the "Class Period" shall mean the time period between March 14, 2018 and
20 June 7, 2023.

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

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

26 30. My law firm's and co-counsel's work on this case includes, but is not limited to:
27 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
28 Defendant's documents and policies, analyzing Settlement Class Members' timekeeping data and payroll

1 records, preparing for and attending mediation, negotiating and revising the long-form Settlement,
2 preparing this Motion, and otherwise litigating the case.

3 31. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over
4 one year without receiving any compensation to date. To date, my law firm and co-counsel's firm, Haines
5 Law Group, APC have incurred \$11,352.17 in actual costs and have devoted substantial time to this
6 litigation and expect to incur approximately \$350.00 in future costs for filing the instant motion, filing
7 the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or
8 court costs for future court appearances for a total of a total of \$11,702.17. Attached hereto as **Exhibit**
9 **B** is an Expense Summary reflecting these costs, which include but are not limited to: filing fees,
10 messenger fees, service fees, copying costs, mediation fees, and postage.

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

17 33. Given the considerable potential for adverse outcomes in this case, including, but not
18 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
19 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other
20 practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated
21 for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not
22 responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if
23 Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in
24 this matter, my firm and co-counsel firm will have litigated this case for well over two years with no
25 payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed
26 above, Class Counsel has advanced a total of \$11,352.17 (and anticipate incurring an additional \$350.00
27 in actual costs in connection with filing the motion for final approval and filing the final distribution
28 declaration(s) and related tasks) for a total of \$11,702.17 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 **\$165,372.50** which is 1.04 times more than the \$158,333.33 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$900	55.2	\$49,680.00
Elizabeth Nguyen (17th Year Attorney)	\$800	71.1	\$56,880.00
Paul K. Haines (16th Year Attorney)	\$800	14.8	\$11,840.00
Milan Moore (7th Year Attorney)	\$650	68.9	\$44,785.00
Paralegals	\$175	12.5	\$2,187.50
Total Lodestar			\$165,372.50

35. My proposed hourly rate of \$900, Ms. Nguyen's proposed hourly rate of \$800, Mr. Haines' proposed hourly rate of \$800, and Ms. Moore's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 24rd year attorney is \$997, the hourly rate for a 16th year attorney is \$829, and the hourly rate for a 6th 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. Intrawest 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. The requested service award to Plaintiff of \$10,000.00 is also reasonable. Plaintiff took on significant risks, including the risk that he could be liable for Reid Products' costs if this case was unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things, gathering documents for use in this lawsuit, providing factual information to my firm regarding his claims, and working with Class Counsel on the to prepare for mediation and discuss the case, the merits, the defenses, and the settlement reached. Further, Plaintiff put his future employment prospects at risk by becoming a named Plaintiff in a representee action since the lawsuit is public record and may become

1 known to prospective employers when evaluating him for employment. Additionally, Plaintiff agreed to
2 a general release and a 1542 waiver.

3 40. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
4 Workforce Development Agency (“LWDA”) via its website on October 19, 2023 the same day that he
5 filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached
6 hereto as **Exhibit D**. On April 8, 2024, Plaintiff submitted a copy of the Court’s Signed Tentative Order
7 Granting Preliminary Approval on the LWDA via its website. A true and correct copy of the proof of
8 service is attached hereto as **Exhibit E**.

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

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

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

17 Executed on April 8, 2024, 2024, at El Segundo, California.

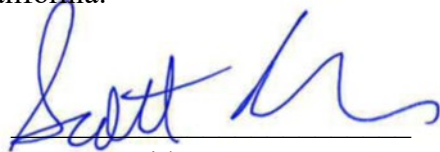
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20 Scott M. Lidman

EXHIBIT A

EXHIBIT A

NOV 29 2023

TENTATIVE RULINGS FOR Nov. 14, 2023

Department S24 - Judge Gilbert G. Ochoa

This court follows California Rules of Court, rule 3.1308(a) (1) for tentative rulings. (See San Bernardino Superior Court Local Emergency Rule 8.) Tentative rulings for each law & motion will be posted on the internet (<https://www.sb-court.org>) by 3:00 p.m. on the court day immediately before the hearing.

By  Deputy

If you do not have internet access or if you experience difficulty with the posted tentative ruling, you may obtain the tentative ruling by calling the Administrative Assistant. You may appear in person at the hearing but personal appearance is not required and remote appearance by CourtCall is preferred during the Pandemic. (See www.sbcourt.org/general-information/remote-access)

If you wish to submit on the ruling, call the Court call the Court, check-in and state that you will be submitting on the Tentative, and your appearance is not necessary. But you must check in.

If both sides do not appear, the tentative will simply become the ruling.

If any party submits on the tentative, the Court will not alter the tentative and it will become the ruling.

If one party wants to argue, Court will hear argument but will not change the tentative.

If the Court does decide to modify tentative after argument, then a further hearing for oral argument will be reset for both parties to be heard at the same time by the Court.

This procedure is meant to minimize your waiting time in Court and to get you on your way. I recognize that your time is valuable. It also recognizes the significant amount of time the Court puts into your motion.

Jara vs. Reid

Motion- For Prelim Approval

Movant- Plaintiff

Respondent- Defendant

Ruling - Granted. No opposition presented. Court adopts moving party position. Date for final approval set for 4-30-24 @ 9am. Plaintiff to give Notice.

Dated- **NOV 29 2023**

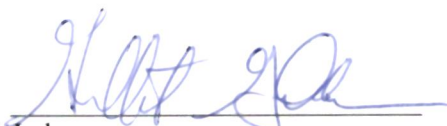

Judge

EXHIBIT B

EXHIBIT B

Expense Summary
Luis Manuel Jara v. Reid Products, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$5,500.00
Expert Fees for Mediation Brief Analysis	\$3,175.00
Filing, Service and Messenger Fees	\$2,336.67
Copying Costs	\$24.50
Postage Costs	\$56.00
CourtCall Expenses	\$260.00
Anticipated Costs for court appearances, filing of instant motion, service fees, copying and postage	\$350.00
TOTAL:	\$11,702.17

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

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

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

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

EXHIBIT D

EXHIBIT D

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Attorneys for Plaintiff LUIS MANUEL JARA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

LUIS MANUEL JARA, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

REID PRODUCTS, INC., a California
corporation; and DOES 1 through 100,
inclusive.

Defendants.

Case No. CIVSB2204688

*[Assigned for all purposes to the Hon.
Gilbert Ochoa, Dept. S-24]*

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

Date: November 29, 2023
Time: 8:30 a.m.
Dept.: S-24

Complaint Filed: March 14, 2022
Trial Date: Not 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 October 19, 2023, I served the foregoing document(s) described as

- 1. Stipulation of Class Action and PAGA Settlement**
- 2. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof**
- 3. Declaration of Elizabeth Nguyen in Support of Motion for Preliminary Approval of Class Action Settlement**
- 4. Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement**
- 5. Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
- 6. Declaration of Paul K. Haines in Support of Motion for Preliminary Approval of Class Action Settlement**
- 7. Declaration of Plaintiff Luis Manuel Jara 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**

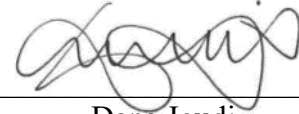
on the interested party(ies) in this action as follows:

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

(BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-873035-22.

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

3 Executed on October 19, 2023, at El Segundo, California.

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EXHIBIT E

EXHIBIT E

LIDMAN LAW, APC
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Fax: (424) 292-2355

Attorneys for Plaintiff
LUIS MANUEL JARA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

LUIS MANUEL JARA, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

REID PRODUCTS, INC., a California
corporation; and DOES 1 through 100,
inclusive.

Defendants.

Case No. CIVSB2204688

*[Assigned for all purposes to the Hon.
Gilbert Ochoa, Dept. S-24]*

**PROOF OF SERVICE ON LWDA RE:
COURT'S SIGNED TENTATIVE
ORDER GRANTING PRELIMINARY
APPROVAL**

Date: April 30, 2024
Time: 9:00 a.m.
Dept.: S-24

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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 April 8, 2024, I served the foregoing document(s) described as:

- 1. San Bernardino Superior Court Department S-24’s Signed Tentative Order Granting Preliminary Approval; and**
- 2. San Bernardino Superior Court’s November 29, 2024 Portal Minute Order Granting Preliminary Approval and Setting the Motion for Final Approval Hearing**

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-873035-22.

[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 April 8, 2024, at El Segundo, California.



Marlyn Ajanel