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

ARTURO RODRIGUEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

GREEN SET, INC., a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV30141

*[Assigned for all purposes to the Hon. Carolyn B.
Kuhl, SSC-12]*

**DECLARATION OF ELIZABETH
NGUYEN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: January 18, 2023
Time: 10:30 a.m.
Dept.: SSC-12

Action filed: August 16, 2021
Trial Date: None set

1 I, ELIZABETH NGUYEN, declare as follows:

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

7 2. I am a 2005 graduate of Loyola Law School. During law school, I worked as an extern for
8 the Honorable Erithe A. Smith, U.S. Bankruptcy Court for the Central District of California. During law
9 school, I also worked as a law clerk in the Enforcement Unit of the Office of the Chief Trial Counsel for
10 the State Bar of California.

11 3. Since graduating from law school, my practice has focused almost exclusively on
12 employment litigation. In October 2007, I began working as an associate attorney at the international law
13 firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the “largest
14 law firm in the world exclusively devoted to representing management in employment, employee benefits
15 and labor law matters.”

16 4. In June 2012, I left Littler Mendelson to work at the Los Angeles office of Reed Smith
17 LLP. During my employment at Reed Smith, I worked exclusively in the labor and employment practice
18 group. In June 2013, I returned to Littler Mendelson as an associate attorney, was promoted to Shareholder
19 in 2015, and was elevated to participating Shareholder in 2017. Since October 2007, my practice has been
20 and continues to be exclusively labor and employment law, with a strong emphasis on wage and hour
21 class actions venued in both state and federal courts. During this time period and my legal career in
22 general, I also worked on a number of single and multi-plaintiff wage and hour matters as well. During
23 my employment at Littler Mendelson, I was a member of its Class Action Practice Group.

24 5. During my employment at Littler Mendelson, I played a significant role in the class actions
25 that I was staffed on, and was primarily responsible for managing the litigation both in my role as a Senior
26 Associate and as a Shareholder. In particular, I received a wide-array of wage and hour class action
27 experience performing the following types of tasks: drafting demurrers, motions to strike and/or dismiss;
28 removing actions from state court to federal court; drafting and responding to written discovery; drafting

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

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

- 15 ► *Branch v. PM Realty Group, Inc.* Case No. BC575759, Los Angeles Superior
16 Court, County of Los Angeles, Honorable Ann Jones, presiding.
- 17 ► *Herrera v. Pharmavite, LLC*, Case No. BC599201, Los Angeles Superior Court,
18 County of Los Angeles, Honorable Judge Carolyn Kuhl, presiding.
- 19 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
20 States District Court, Central District of California, Honorable Judge Percy
21 Anderson, presiding.
- 22 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
23 States District Court, Central District of California, Honorable Judge Percy
24 Anderson, presiding.
- 25 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
26 Superior Court, County of Los Angeles, Honorable Judge Jane Johnson, presiding.¹

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

- 1 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
2 Superior Court, County of Orange, Honorable Judge Thierry Patrick Colaw,
3 presiding.
- 4 ▶ *Page v. Luxottica Retail North America, Inc.*, Case No. FCS041512, California
5 Superior Court, County of Solano, Honorable Judge Paul Berman, presiding.
- 6 ▶ *Parker v. FedEx National LTL, Inc.*, Case No. 11-CV-006380-DSF-FFM, United
7 States District Court, Central District of California, Honorable Judge Dale Fischer,
8 presiding.
- 9 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
10 States District Court, Central District of California, Honorable Judge Margaret
11 Morrow, presiding.
- 12 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
13 District Court, Central District of California, Honorable Judge Margaret Morrow,
14 presiding.
- 15 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
16 California Superior Court, County of San Diego, Honorable Judge Jeffrey B.
17 Barton, 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 Judge Terry Green, presiding.
- 22 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
23 Court, County of San Francisco.
- 24 ▶ *Robertson v. FedEx National LTL, Inc.*, Case No. 09-CV-05016-DSF-FFM, United
25 States District Court, Central District of California, Honorable Judge Dale Fischer,
26 presiding.
- 27
- 28

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

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

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

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

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

27 10. On August 16, 2021, Plaintiff filed a putative class action complaint against Green Set,
28 Inc. (hereinafter “Green Set” or “Defendant”) in Los Angeles County Superior Court. On April 29, 2022,

1 in connection with the Parties' settlement, Plaintiff submitted a letter to the California Labor &
2 Workforce Development Agency ("LWDA") and Green Set of his intention of filing a PAGA claim
3 based on the labor code violations as alleged in his complaint. Therefore, on July 25, 2022, after
4 exhausting his administrative remedies, Plaintiff filed a First Amended Class Complaint adding causes
5 of action for: (i) failure to provide accurate, itemized wage statements and (ii) civil penalties under the
6 PAGA. In the FAC, Plaintiff's primary allegations are that Green Set: (1) failed to pay all overtime
7 wages owed; (2) failed to pay all minimum wages owed; (3) failed to provide all legally required meal
8 periods; (4) failed to authorize and permit all legally required rest periods; (5) failed to pay all final wages
9 upon separation of employment; (6) failed to provide accurate itemized wage statements; (7) engaged in
10 unlawful business practices; and (8) liable for civil penalties under PAGA.

11 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories
12 of liability are related to Defendant's alleged failure to pay for all time worked and failure to provide
13 Settlement Class Members all legally compliant duty-free meal and rest periods. Specifically, Plaintiff
14 alleges that he and Settlement Class members were not fully compensated for all of their time worked.
15 Plaintiff alleges Green Set would keep track of his hours and the hours of the other non-exempt
16 employees, and would unlawfully shave their work time and/or round their work time such that they
17 would not be fully paid for all time worked. Plaintiff also alleges that this time shaving and/or rounding
18 practice utilized by Green Set was not-even handed over time and would almost exclusively round and
19 shave in Green Set's favor such that the employees were routinely underpaid for their time worked.

20 12. Green Set contends that it compensated Settlement Class members for all of their time
21 worked. Green Set also contends that its rounding practices were lawful, and any unpaid time was *de*
22 *minimis* and therefore non-compensable. Green Set also contends that Plaintiff and the other non-exempt
23 employees are subject to a Collective Bargaining Agreement ("CBA") and Green Set paid its employees
24 in compliance with the CBA. Green Set further asserts that Plaintiff would be unable to certify a rounding
25 class given the individualized inquiries that would be required, and also that Green Set rounding
26 mechanism was, according to it, allegedly facially neutral. Further, Green Set contends that Plaintiff's
27 assessment of the claim at the overtime rate is incorrect.

28 13. Plaintiff alleges that he and Settlement Class members were not provided with all legally-

compliant first meal periods beginning before the end of the sixth hour of work. Specifically, Specifically, due to the work demands imposed by Green Set, Plaintiff alleges that in approximately 19% of the meal-enabling shifts, there was either a late, short, or missed meal period.

14. Green Set counters that it has always provided non-exempt employees with an opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Green Set. Green Set also contends the employees are subject to a CBA, Green Set complied with the terms of the CBA, and points out that it is only required to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken, and that they have always done so. Finally, Green Set contends Plaintiff’s meal period claim is not suited for class certification, a 19% violation rates supports its defenses and individual inquiries would be required to assess which employees took non-compliant 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.

15. Plaintiff alleges that he and Settlement Class members were also not authorized and permitted to take all required rest periods due to Green Set’s rest period policies and practices that fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*. Specifically, Plaintiff alleges that Green Set failed to authorize and permit Plaintiff and other non-exempt employees to take second rest period when they worked shifts in excess of 6.0 hours.

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

17. Plaintiff further alleges that Green Set issued inaccurate wage statements in 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. Green Set argues that meal and rest period claims cannot support a claim for wage statement penalties. Green Set 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 Green Set is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages. Based on the data provided by Green Set, there were approximately 49 Settlement Class members who have separated their employment with Green Set during the relevant time period who could be entitled to waiting time penalties.

20. Green Set 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. Green Set argues that Plaintiff’s PAGA claim will fail for the same reasons that his underlying claims will fail. Green Set 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 Green Set 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, Green Set informally produced time records and payroll data for a sampling of the putative class, as well as its wage and hour policies and other relevant documents and information relevant to the claims alleged in advance of mediation. After the detailed

1 review of the payroll and time records and other documents and policies produced by Green Set, Class
2 Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of
3 Plaintiff's case. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and
4 Green Set's defenses thereto, if a settlement could not be reached.

5 25. On April 18, 2022, after extensive research and analysis, a mediation was held with Jeffrey
6 Krivis, a well-respected wage and hour class action mediator. During mediation, the parties vigorously
7 debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal
8 basis for the claims and defenses. Ultimately, the parties agreed in principle on a class-wide resolution.
9 In the weeks that followed, the parties finalized the terms of settlement and executed the Stipulation of
10 Settlement ("Settlement").

11 26. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for
12 Preliminary Approval on July 25, 2022. On August 23, 2022, the Court signed an Order Granting
13 Preliminary Approval of the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the
14 Order Granting Preliminary Approval.

15 27. The Settlement Class encompasses: All current and former non-exempt, hourly employees
16 of Defendant Green Set, Inc. who worked in California at any time between August 16, 2017 and August
17 23, 2022.

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

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

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

1 case.

2 31. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over
3 one year without receiving any compensation to date. To date, my law firm and co-counsel's firm, Haines
4 Law Group, APC have incurred \$12,443.63 in actual costs and have devoted substantial time to this
5 litigation and expect to incur approximately \$2,000.00 in future costs for filing the instant motion, filing
6 the final declaration regarding distribution of settlement, Case Anywhere fees for approximately seven
7 quarters following final approval until case closure which alone is estimated to be \$1,806, service and
8 messenger fees, and/or postage fees, for a total of \$14,443.63 in costs. Attached hereto as **Exhibit B** is
9 an Expense Summary reflecting these costs, which include but are not limited to: filing fees, messenger
10 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 \$12,443.63 (and anticipate incurring an additional
27 \$2,000.00 in actual costs in connection with Case Anywhere fees, filing the motion for final approval
28 and filing the final distribution declaration(s) and related tasks) for a total of \$14,443.63 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 **\$179,625** which more than the \$150,000.00 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (24th Year Attorney)	\$750	53.3	\$39,975
Elizabeth Nguyen (16th Year Attorney)	\$650	98.1	\$63,765
Paul K. Haines (15th Year Attorney)	\$675	18.9	\$12,757.50
Milan Moore (6th Year Attorney)	\$450	107.5	\$48,375
Paralegals	\$175	84.3	\$14,752.50
Total Lodestar			\$179,625

35. My proposed hourly rate of \$650, Mr. Lidman's proposed hourly rate of \$750, Mr. Haines' proposed hourly rate of \$675, and Ms. Moore's proposed hourly rate of \$450 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 23rd year attorney is \$914, the hourly rate for a 16th year attorney is \$764, and the hourly rate for a 6th year attorney is \$468.

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 \$5,000.00 is also reasonable. Plaintiff took on significant risks, including the risk that he could be liable for Green Set's 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 representative 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 July 25, 2022 the same day that he filed
5 the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached hereto
6 as **Exhibit D**. On December 20, 2022, Plaintiff submitted a copy of the Order granting preliminary
7 approval on the LWDA via its website. A true and correct copy of the proof of service is attached hereto
8 as **Exhibit 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 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct.

15 Executed on December 21, 2022, at El Segundo, California.

16
17
18 
Elizabeth Nguyen

EXHIBIT A

EXHIBIT A

Electronically Received 07/25/2022 05:05 PM

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Attorneys for Plaintiff
ARTURO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ARTURO RODRIGUEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

GREEN SET, INC., a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV30141

*[Assigned for all purposes to the Hon. Carolyn
B. Kuhl, SSC-12]*

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

Date: August 23, 2022
Time: 10:30 a.m.
Dept.: SSC-12

Action filed: August 16, 2021
Trial Date: None set

FILED
Superior Court of California
County of Los Angeles

08/23/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 The Motion of Plaintiff Arturo Rodriguez (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on August 23, 2022 at 10:30 a.m. The
3 Court, having considered the proposed Stipulation of Settlement (the “Settlement”), attached as Exhibit
4 2 to the Declaration of Elizabeth Nguyen filed concurrently with the Motion; having considered
5 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, Memorandum of Points and
6 Authorities 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 forth in
9 the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately
10 could be granted approval by the Court at a Final Fairness Hearing. For purposes of the Settlement,
11 the Court finds that the proposed Settlement Class is ascertainable and that there are a sufficiently well-
12 defined community of interest among the members of the Settlement Class in questions of law and fact.
13 Therefore, for settlement purposes only, the Court grants conditional certification of the following
14 Settlement Class:

15 All current and former non-exempt, hourly employees of Defendant Green
16 Set, Inc. who worked in California at any time between August 16, 2017
17 and the date of preliminary approval, or the date on which the workweeks
worked by the Class Members reaches 17,602, whichever is earlier.

18 2. For purposes of the Settlement, the Court designates named Plaintiff Arturo Rodriguez
19 as Class Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law,
20 APC and Paul Haines of Haines Law Group, APC as Class Counsel.

21 4. The Court designates Simpluris as the third-party Settlement Administrator for mailing
22 notices.

23 5. The Court approves, as to form and content, the Class Notice (which is comprised of the
24 Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual Settlement
25 Award) which is attached to the Settlement as Exhibit A.

26 6. The Court finds that the form of notice to the Settlement Class regarding the pendency of
27 the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,
28 constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient

notice to all members of the Settlement Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

7. The Court further approves the procedures for Settlement Class Members to opt out of or object to the Settlement, as set forth in the Class Notice.

8. The procedures and requirements for filing objections in connection with the Final Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement, in accordance with the due process rights of all Settlement Class Members.

9. The Court directs the Settlement Administrator to mail the Notice Packet to the members of the Settlement Class in accordance with the terms of the Settlement.

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

11. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department SSC-12 of this Court, located at 312 N. Spring Street, Los Angeles, California 90012 on Jan. 18, 2022 at 10:30 am a.m. / p.m.

12. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

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

Procedure and the California Rules of Court.

14. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	20 calendar days after issuance of the preliminary approval order
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Information 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:	
Final Fairness Hearing:	Jan. 18, 2022 at 10:30 am.

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

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

IT IS SO ORDERED.

Dated: 08/23/2022, 2022



A handwritten signature in cursive script, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

Honorable Carolyn B. Kuhl
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Arturo Rodriguez v. Green Set, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$9,000.00
Filing, Service and Messenger Fees	\$2,060.20
Copying Costs	\$97.25
Postage Costs	\$284.18
Case Anywhere Fees through August 31, 2022	\$1,002.00
Anticipated Costs for filing the Final Approval motion, court appearances, seven quarterly Case Anywhere fees for Class Counsel through the date the final distribution declaration is filed (estimated to be \$1,806), service fees, copying and postage	\$2,000.00
TOTAL:	\$14,443.63

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 +
6/01/21- 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)

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

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

EXHIBIT D

EXHIBIT D

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Attorneys for Plaintiff
ARTURO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ARTURO RODRIGUEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

GREEN SET, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV30141

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

Date: August 23, 2022

Time: 10:30 a.m.

Dept.: SSC-12

SUPPLEMENTAL 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 July 25, 2022, 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 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 ARTURO RODRIGUEZ IN SUPPORT OF MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT**
8. **DECLARATION OF ERIC SPRINGER OF SIMPLURIS, INC. IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
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>

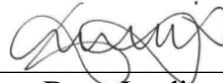
[] **(BY MAIL)** I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited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

1 [] (BY ELECTRONIC MAIL) I sent the document(s) described above from the electronic
service address djoudi@lidmanlaw.com to the electronic service address(es) listed above.

2 [X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s)
3 described above to be electronically transmitted to the Labor and Workforce Development Agency
4 ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-
CM- 881187-22.

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

7 Executed on July 25, 2022, at El Segundo, California.



8 _____
Dana Joudi

EXHIBIT E

EXHIBIT E

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Attorneys for Plaintiff
ARTURO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ARTURO RODRIGUEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

GREEN SET, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV30141

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

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 December 20, 2022, I served the foregoing document(s) described as:

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

☐ **(BY ELECTRONIC MAIL)** I sent the document(s) described above from the electronic service address djoudi@lidmanlaw.com to the electronic service address(es) listed above.

☒ **(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- 881187-22.

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

Executed on December 20, 2022, at El Segundo, California.



Dana Joudi