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CHRISTINA WILLIAMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHRISTINA WILLIAMS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

AVALONBAY COMMUNITIES, INC., a
Maryland corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV14614

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

**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: May 8, 2024

Time: 10:30 a.m.

Dept.: SSC-12

Action filed: May 2, 2022

Trial Date: None set

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 10. On May 2, 2022, Plaintiff filed a putative class action against AvalonBay in this Court
2 captioned *Christina Williams v. AvalonBay Communities, Inc.*, Case No. 22STCV14614. *See* On May
3 2, 2022, pursuant to California Labor Code § 2699.3(a), Plaintiff gave written notice to AvalonBay and
4 the LWDA by sending the PAGA Notice. On June 8, 2022, AvalonBay filed a Notice of Removal under
5 the Class Action Fairness Act of 2005 to the Central District of California of United States District
6 Court, Case No. 22-CV-03933 (“Federal Action”). On October 5, 2022, Plaintiff filed a First Amended
7 Complaint in the Federal Action alleging the following putative class action and representative claim
8 against AvalonBay: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages
9 owed; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to
10 reimburse necessary business expenses; (6) failure to provide accurate, itemized wage statements; (7)
11 failure to timely pay all wages due upon separation; (8) unfair competition under California Business
12 & Professions Code §§ 17200 *et seq.*; and (9) civil penalties under California Private Attorneys General
Act of 2004.

13 On April 10, 2023, pursuant to the Parties’ joint stipulation the District Court remanded the
14 action back to State Court.

15 Further, in connection with the effectuating the terms of the settlement, the Parties submitted a
16 stipulation seeking leave from the Court to file a Second Amended Complaint concurrently herewith.
17 Thus, Plaintiff’s primary allegations are that AvalonBay: (1) failed to pay all minimum wages owed;
18 (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4)
19 failed to authorize and permit all legally required rest periods; (5) failed to reimburse necessary
20 business expenses; (6) failed to provide accurate, itemized wage statements; (7) failed to timely pay all
21 wages upon separation of employment; (8) engaged in unlawful business practices; (9) liable for civil
22 penalties under PAGA; and (10) failed to pay sick pay wages at the correct rate of pay.

23 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary
24 theories of liability are related to Defendant’s alleged failure to pay for all time worked and failure to
25 provide Settlement Class Members all legally compliant duty-free meal and rest periods. Specifically,
26 Plaintiff alleges that she and Settlement Class members were not provided with all legally-compliant
27 first meal periods beginning before the end of the sixth hour of work. Specifically, due to the work
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1 demands imposed by AvalonBay, Plaintiff alleges that the meal periods were either late, short, or
2 missed. Based on Plaintiff's review of the time data produced in connection with mediation,
3 AvalonBay's violation rate for first meal periods was approximately 17.6% and 81% for second meal
4 periods.

5 12. AvalonBay counters that it has always provided non-exempt employees with an
6 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
7 employee timekeeping records were solely the result of employee choice, rather than any policy or
8 practice of AvalonBay. AvalonBay also points out that it is only required to "provide" the opportunity
9 to take meal periods, not "ensure" meal periods are taken, and that they have always done so.
10 AvalonBay also contends it paid meal period premiums—a total of 3,199—when employees were
11 unable to take a compliant meal period. Finally, AvalonBay contends Plaintiff's meal period claim is
12 not suited for class certification because it paid meal period premiums, a 17.6% violation rate for first
13 meal periods supports its defenses and individual inquiries would be required to assess which
14 employees took non-compliant meal periods, how many meal periods were non-compliant or missed,
15 and the reasons why a particular employee took a non-compliant meal period or missed a meal period
16 during a particular shift.

17 13. Plaintiff alleges that she and Settlement Class members were also not authorized and
18 permitted to take all required rest periods due to AvalonBay's rest period policies and practices that
19 fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
20 Specifically, Plaintiff alleges that due to work demands imposed by AvalonBay, it failed to authorize
21 and permit Plaintiff and other non-exempt employees to take compliant rest periods when they worked
22 shifts in excess of 3.5 hours.

23 14. AvalonBay contends it has always maintained and enforced lawful rest period policies
24 and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
25 periods in compliance with California law. Further, AvalonBay argues that the maximum exposure
26 incorrectly assumes a 100% rest period violation rate, Plaintiff's rest period claim is inherently unsuited
27 for class treatment as it requires an individualized inquiry into whether each Settlement Class Member
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1 was in fact authorized and permitted to take a compliant rest period, which would devolve into an
2 unmanageable series of mini-trials.

3 15. Plaintiff alleges that AvalonBay failed to reimburse her and Settlement Class members
4 for necessary business expenditures, including the use of their personal cellular phones for work
5 activities, as required under Labor Code section 2802 and by *Cochran v. Schwan's Home Service, Inc.*
6 (2014) 228 Cal.App.4th 1137. Plaintiff contends that AvalonBay required its non-exempt employees
7 to use their personal cellular phones and/or computers with internet access for work-related purposes to
8 complete the daily COVID-19 screening survey but AvalonBay did not reimburse the putative class
9 members for the cell phones and/or the data usage. Based on the sample, approximately 97% of the
10 putative class members did not receive a cell phone stipend.

11 16. AvalonBay contends that it provided employees with alternatives to complete the daily
12 COVID-19 screening that did not require the use of a cellular phone or internet access. AvalonBay
13 further contends that if the employees completed their COVID-19 screening by using their personal
14 cell phone or a home computer, they did so on a voluntary basis. Further, AvalonBay argues that any
15 expenses incurred were minimal given the affordability of cellular usage plans. AvalonBay also argues
16 that this claim is not suitable for class treatment because it would require individualized determinations
17 as to whether each employee used a personal cellular phone and how often.

18 17. Plaintiff alleges that Defendant failed to compensate its non-exempt employees for all
19 time worked. Specifically, during the most recent portion of Plaintiff's employment with Defendant,
20 starting in March 2020, Defendant required Plaintiff and other non-exempt employees to be subjected
21 to screening questionnaires due to the COVID-19 pandemic using their personal cellular phones before
22 commencing their shift. Despite being under Defendant's direction and control, Defendant failed to
23 compensate its non-exempt employees for such time. As a result, Defendant failed to pay Plaintiff and
24 other non-exempt employees for all minimum and overtime wages owed.

25 18. AvalonBay contends that it compensated Class Members for all of their time worked,
26 and any unpaid time was *de minimis* and therefore non-compensable. AvalonBay further asserts that
27 Plaintiff would be unable to certify this class given the individualized inquiries that would be required.
28

1 19. Plaintiff alleges that at times during her employment with AvalonBay, she and other
2 Settlement Class Members were paid non-discretionary bonuses, (hereinafter the aforementioned
3 forms of pay are collectively referred to as “Incentive Pay”). Plaintiff alleges that AvalonBay failed,
4 however, to include the Incentive Pay when calculating the regular rate of pay for purposes of paying
5 Plaintiff and the other Settlement Class Members’ overtime wages. Accordingly, Plaintiff contends
6 that AvalonBay did not properly calculate the regular rate of pay for Plaintiff and the other Settlement
7 Class Members, thereby causing them to be underpaid for all their required overtime wages.

8 20. AvalonBay contends that Class Members received all overtime wages to which they were
9 entitled. AvalonBay further counters that any bonuses paid to Class Members during the relevant time
10 period were discretionary and did not to be included in the regular rate of pay for overtime purposes.

11 21. Plaintiff alleges that AvalonBay is also liable for failing to pay sick pay and meal period
12 premiums at the regular rate. From the data produced, it appears AvalonBay paid 3,199 meal period
13 premiums during the relevant time. However, the meal period premiums were paid at the base rate of
14 pay and not at the regular rate of pay. Therefore, AvalonBay’s liability is not extinguished because it
15 failed to meal period premiums at the correct regular rate of pay, which should have included non-
16 discretionary bonuses in the calculation. Here, Plaintiff alleges that AvalonBay failed to pay Plaintiff
17 and other former non-exempt employees their sick pay in a manner that fully complies with Labor Code
18 section 246(l) as the bonuses were not included in the rate of pay.

19 22. AvalonBay asserts it paid meal period premiums and sick pay at the appropriate rate of
20 pay. AvalonBay also argues that this claim is not suitable for class treatment because it would require
21 individualized determinations.

22 23. As a result of the alleged unpaid wages and unpaid meal period and rest period premium
23 wages described above, Plaintiff alleges that Defendant issued inaccurate wage statements in violation
24 of Labor Code § 226.

25 24. AvalonBay denies that there were any wage statement violations and further argues that
26 its alleged wage statement violations could not be shown to be “knowing and intentional,” and that
27 Plaintiff cannot show that she or any other employee “suffer[ed] injury” as a result of the alleged wage
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1 statement violations, as required by Lab. Code § 226(e) for imposition of penalties.

2 25. Plaintiff alleges that AvalonBay is also liable for waiting time penalties under Labor Code
3 section 203 as a result of its failure to timely pay all wages upon separation.

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

7 27. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
8 Labor Code violations.

9 28. Lastly, since Plaintiff's PAGA claim is a derivative claim based on the underlying claims,
10 AvalonBay argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims
11 will fail. AvalonBay also maintains that, given its good faith defenses, this Court would exercise its
12 discretion to substantially reduce any PAGA penalties if it were to find AvalonBay liable for any of
13 Plaintiff's claims.

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

20 30. The Parties exchanged Initial Disclosures and Defendant served discovery responses the
21 Plaintiff's Interrogatories and Requests for Production of Documents as well a document production in
22 the Federal Action. Shortley thereafter, the Parties agreed to participate in early mediation and
23 AvalonBay produced additional documents relating to its policies, practices, and procedures regarding
24 its wage and hour practices, paying non-exempt employees for all hours worked, meal and rest period
25 policies, meal premiums paid, and other operational policies. As part of AvalonBay' production, Class
26 Counsel represent they also reviewed time records, pay records, and information relating to the size and
27 scope of the Class, as well as data permitting Class Counsel to understand the number of workweeks
28 and pay periods in the Class Period and the PAGA Period. Specifically, in connection with private

1 mediation, AvalonBay produced a 13% sampling of timekeeping and payroll data for the putative class.
2 Plaintiff received a list of 1,945 unique Employee ID numbers. The Parties agreed that Plaintiff's
3 sample shall represent 13% of the total Employee ID numbers – 253 employees. *Id.* Using Excel's
4 "RAND" function which randomly generates a value between 0 and 1, each of the 1,945 Employee ID
5 numbers was randomly assigned such a value. After the random assignment, the list of Employee ID
6 numbers was sorted in ascending order according to the values randomly assigned. After the list was
7 sorted, Plaintiff selected the first 253 Employee ID numbers to represent the agreed upon 13% sampling.

8 In addition to the representative sampling, AvalonBay produced key data points and all relevant
9 written wage and hour policies in effect during the relevant time periods. Specifically, Plaintiff was
10 provided with the following:

- 11 • Plaintiff's personnel files and timekeeping and payroll documents;
- 12 • Key data points, including total number of employees, workweeks, and pay periods
13 during the relevant time period;
- 14 • Exemplars of the wage statements provided during the relevant time period; and
- 15 • Job descriptions of the positions held by the putative class members.

16 This information coupled with the representative data sampling, enabled Plaintiff to extrapolate
17 to the entire class and aided in Plaintiff's creation of a class-wide exposure model for all the claims at
18 issue, including unpaid wages and penalties potentially owed. Therefore, after the detailed review of
19 the payroll and time records and other documents and policies produced by AvalonBay, Class Counsel
20 drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's
21 case. *Id.* This discovery allowed the parties to assess the merits and value of Plaintiff's claims and
22 AvalonBay's defenses thereto, if a settlement could not be reached.

23 31. On January 12, 2023, after research and analysis, a mediation was held with Philip E.
24 Cook, Esq., a well-respected wage and hour class action mediator. During mediation, the parties
25 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims,
26 and the legal basis for the claims and defenses. Ultimately, the parties agreed in principle on a class-
27 wide resolution. *Id.* In the weeks that followed, the parties finalized the terms of settlement and
28 executed the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement").

32. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for Preliminary Approval on September 1, 2023. On December 12, 2023, the Court granted Preliminary Approval of the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Notice of Ruling re: Court Granting Preliminary Approval.

33. The Settlement Class encompasses: all current and former non-exempt, hourly employees of AvalonBay who worked in California at any time during the Class Period. Class Period means the period between May 2, 2018 and July 22, 2023.

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

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

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

37. As discussed above, this case presented significant risk as to both class certification and merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this litigation and expending considerable effort, all while working on a pure contingency basis. Since undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without receiving any compensation for over one year. During this time, Class Counsel have expended a total of \$total of \$7,724.16 in actual costs and have devoted substantial time to this litigation and expect to incur approximately \$450.00 in future costs for filing the final declaration regarding distribution of

1 settlement, Case Anywhere fees, service and messenger fees, postage fees, and/or online fees to retrieve
2 conformed copies of documents. This includes total costs incurred by both law firms. Class Counsel
3 seek to be reimbursed a total of \$8,174.16 in litigation costs. A true and correct copy of my firm and
4 co-counsel's firm's costs is attached hereto as **Exhibit B**. Class Counsel's request is fair, adequate,
5 and reasonable, as all of these costs are documented and reasonably incurred.

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

12 39. Given the considerable potential for adverse outcomes in this case, including, but not
13 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
14 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also
15 other practical challenges. There was a real risk that my firm and co-counsel's firm would not be
16 compensated for our work, because our firms handled this matter on a purely contingent basis. Thus,
17 Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover
18 attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final
19 approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over
20 two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful.
21 Moreover, as discussed above, Class Counsel has advanced a total of \$7,724.16 (and anticipate
22 incurring an additional \$450.00 in actual costs in connection with Case Anywhere fees, filing the
23 motion for final approval and filing the final distribution declaration(s) and related tasks) for a total of
24 \$8,174.16 in litigation costs on a contingency basis, which also carried risk because Class Counsel
25 would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

26 40. In this case, Class Counsel have a lodestar of \$248,707.50 which results in an
27 approximate 1.45 multiplier compared to the \$361,666.66 fee request. The following is a general
28

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	76.9	\$69,210
Elizabeth Nguyen (17th Year Attorney)	\$800	112.1	\$89,680
Paul K. Haines (16th Year Attorney)	\$800	22.5	\$18,000
Milan Moore (7th Year Attorney)	\$650	104.7	\$68,055
Paralegals	\$175	21.5	\$3,762.50
Total Lodestar			\$248,707.50

41. 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.

42. 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*

1 *Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004)
2 (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July
3 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior
4 Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement)

5 43. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of
6 the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case
7 No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust*
8 *Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, *Los Angeles Sup. Ct.*, Nov. 19,
9 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case
10 No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-
11 409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014,
12 Case No. 26-56886 (40%).

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

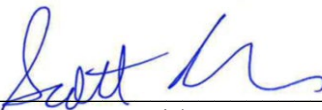
20 45. The requested service award to Plaintiff of \$5,000.00 is also reasonable. Plaintiff took
21 on significant risks, including the risk that he could be liable for AvalonBay's costs if this case was
22 unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things,
23 gathering documents for use in this lawsuit, providing factual information to my firm regarding her
24 claims, and working with Class Counsel on the to prepare for mediation and discuss the case, the merits,
25 the defenses, and the settlement reached. Further, Plaintiff put her future employment prospects at risk
26 by becoming a named Plaintiff in a representee action since the lawsuit is public record and may
27
28

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

3 46. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
4 Workforce Development Agency ("LWDA") via its website on September 1, 2023, the same day that
5 she filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is
6 attached hereto as **Exhibit D**. Plaintiff also submitted the proposed Addendum to Class Action and
7 PAGA Settlement Agreement and Class Notice on the California Labor & Workforce Development
8 Agency ("LWDA") via its website on April 16, 2024. A true and correct copy of the proof of service
9 is attached hereto as **Exhibit E**. On April 12, 2024, Plaintiff submitted a copy of the Order granting
10 preliminary approval on the LWDA via its website. A true and correct copy of the proof of service is
11 attached hereto as **Exhibit F**.

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

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct. Executed on April 16, 2024, at El Segundo, California.

18
19 

20 Scott M. Lidman
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EXHIBIT A

EXHIBIT A

LIDMAN LAW, APC
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Attorneys for Plaintiff
CHRISTINA WILLIAMS

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

CHRISTINA WILLIAMS, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

AVALONBAY COMMUNITIES, INC., a
Maryland corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV14614

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

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

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

Action filed: May 2, 2022
Trial Date: None set

1 The Motion of Plaintiff Christina Williams (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement will come on regularly for hearing before this Court on December 12, 2023 at 10:30
3 a.m. The Court, having considered the proposed Class Action and PAGA Settlement Agreement and
4 Class Notice (the “Settlement”), attached as Exhibit 3 to the Declaration of Elizabeth Nguyen and
5 Addendum to the Class Action and PAGA Settlement Agreement and Class Notice, attached as Exhibit
6 A to the Supplemental Declaration of Elizabeth Nguyen filed concurrently with the Motion; having
7 considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, Memorandum of
8 Points and Authorities in support thereof, the corresponding Supplemental Briefing, and supporting
9 declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

17 All current and former non-exempt, hourly employees of AvalonBay who
18 worked in California at any time during the Class Period. Class Period means
the period between May 2, 2018 and July 22, 2023.

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

22 4. The Court designates Phoenix Settlement Administrators as the third-party Settlement
23 Administrator for mailing notices.

24 5. The Court approves, as to form and content, the Class Notice, which means the Court
25 Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which is
26 attached to the Addendum to the Settlement as Exhibit A.

27 6. The Court finds that the form of notice to the Settlement Class regarding the pendency of
28 the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,

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

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

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

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

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

16 11. The Final Fairness Hearing on the question of whether the Settlement should be finally
17 approved as fair, reasonable, and adequate is scheduled in Department SSC-12 of this Court, located at
18 312 N. Spring Street, Los Angeles, California 90012 on May 8, 2024 at 10:30 a.m. /
19 p.m.

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

26 13. Counsel for the parties shall file memoranda, declarations, or other statements and
27 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
28 expenses, Plaintiff's service payment, 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	14 calendar 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:	May 8, 2024 at 10:30 am _____, 2024

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: 12/12/2023, 2023



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
Christina Williams v. AvalonBay Communities, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$2,000.00
Expert Fees	\$3,160.00
Filing, Service and Messenger Fees (including costs associated with filing the Final Approval Motion)	\$783.64
Copying Costs	\$332.50
Postage Costs	\$60.13
Case Anywhere Fees through February 29, 2024	\$1,022.10
Legal Research	\$264.59
Pacer Costs	\$101.20
Anticipated Costs for court appearances, Case Anywhere fees for Class Counsel through May 31, 2024, service fees, copying and postage	\$450.00
TOTAL:	\$8,174.16

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
CHRISTINA WILLIAMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHRISTINA WILLIAMS, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

AVALONBAY COMMUNITIES, INC., a
Maryland corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22STCV14614

[Assigned to Hon. Carolyn B. Kuhl, Dept. 12]

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

Date: November 6, 2023

Time: 11:00 a.m.

Dept.: SSC-12

Action filed: May 2, 2022

Trial Date: None set

PROOF OF SERVICE

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

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

On September 1, 2023, I served the foregoing document(s) described as:

- 1. Class Action and PAGA Settlement Agreement and Class Notice**
- 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 Christina Williams 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>

1 **[X] (BY ELECTRONIC TRANSMISSION)** I caused a true and correct copy of the document(s)
2 described above to be electronically transmitted to the Labor and Workforce Development Agency
3 (“LWDA”) by uploading them to the LWDA’s online system under LWDA Case No. LWDA-
4 CM- 881669-22.

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

7 Executed on September 1, 2023, at El Segundo, California.

8 
9 Dana Joudi

EXHIBIT E

EXHIBIT E

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Attorneys for Plaintiff
CHRISTINA WILLIAMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHRISTINA WILLIAMS, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

AVALONBAY COMMUNITIES, INC., a
Maryland corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22STCV14614

[Assigned to Hon. Carolyn B. Kuhl, Dept. 12]

**PROOF OF SERVICE ON LWDA RE:
ADDENDUM TO CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND CLASS
NOTICE**

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 16, 2024, I served the foregoing document(s) described as:

1. Addendum to Class Action and PAGA Settlement Agreement and Class Notice

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

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

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

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system under LWDA Case No. LWDA-CM- 881669-22.

[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 16, 2024, at El Segundo, California.


Marlyn Ajanel

EXHIBIT F

EXHIBIT F

LIDMAN LAW, APC

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Attorneys for Plaintiff
CHRISTINA WILLIAMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHRISTINA WILLIAMS, as an
individual and on behalf of all others
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Plaintiff,

vs.

AVALONBAY COMMUNITIES, INC., a
Maryland corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22STCV14614

[Assigned to Hon. Carolyn B. Kuhl, Dept. 12]

**PROOF OF SERVICE ON LWDA RE:
DECEMBER 12, 2023 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 April 12, 2024, I served the foregoing document(s) described as:

1. December 12, 2023 Order Granting Preliminary Approval of Class Action Settlement

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

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

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

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system under LWDA Case No. LWDA-CM- 881669-22.

[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 12, 2024, at El Segundo, California.


Marlyn Ajanel