

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

Attorneys for Plaintiff
JOSE SALCIDO

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

Attorneys for Plaintiff
JOSE SALCIDO

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

JOSE SALCIDO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ELECTRO ADAPTER, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV32600

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-1]*

**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: November 15, 2023
Time: 10:30 a.m.
Dept: SSC-1

Action filed: September 2, 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 Jose Salcido ("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 September 2, 2021, Plaintiff filed a putative class action complaint against Electro
28 Adapter, Inc. (hereinafter “Electro Adapter” or “Defendant”) in Los Angeles County Superior Court On

1 August 23, 2022, in connection with the Parties' settlement, Plaintiff submitted a letter to the California
2 Labor & Workforce Development Agency ("LWDA") and Electro Adapter of his intention of filing a
3 PAGA claim based on the labor code violations as alleged in his complaint. Therefore, on April 20, 2023,
4 after exhausting his administrative remedies, Plaintiff filed a First Amended Class Complaint adding
5 causes of action for: (i) failure to provide accurate, itemized wage statements and (ii) civil penalties under
6 the PAGA. In the FAC, Plaintiff's primary allegations are that Electro Adapter: (1) failed to pay all
7 overtime wages owed; (2) failed to pay all minimum wages owed; (3) failed to provide all legally
8 required meal periods; (4) failed to authorize and permit all legally required rest periods; (5) failed to
9 timely pay all wages upon termination; (6) engaged in unlawful business practices; (7) failed to provide
10 accurate, itemized wage statements; and (8) is liable for civil penalties under the Labor Code Private
11 Attorneys General Act of 2004 ("PAGA").

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

22 12. As detailed in Plaintiff's Preliminary Approval Motion, there is significant risk of non-
23 certification and/or not prevailing on the merits with respect to each of Plaintiff's claims. For example,
24 with respect to Plaintiff's unlawful rounding claims, Electro Adapter contends that it compensated
25 Settlement Class members for all of their time worked. Electro Adapter also contends that its rounding
26 practices were lawful, and any unpaid time was *de minimis* and therefore non-compensable. Electro
27 Adapter further asserts that Plaintiff would be unable to certify a rounding class given the individualized
28 inquiries that would be required, and also that Electro Adapter's rounding policy/mechanism was,

1 according to it, neutral on its face and in its application.

2 13. Plaintiff alleges that he and Settlement Class members were not provided with all legally-
3 compliant first meal periods beginning before the end of the fifth hour of work. Specifically, Plaintiff
4 alleges that as a result of the work demands imposed by Electro Adapter and the bell signaling system,
5 the Settlement Class Members were not provided a full uninterrupted 30-minute meal period before the
6 end of the fifth hour of work. Based on a review of the timekeeping data, there was an approximate 68%
7 violation rate, with the majority of the violations being for late and short meal periods.

8 14. As for Plaintiff's meal period claims, Electro Adapter counters that it has always
9 maintained a lawful meal period policy and provided non-exempt employees with an opportunity to take
10 legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping
11 records were solely the result of employee choice, rather than any policy or practice of Electro Adapter.
12 Electro Adapter also contends its bell signaling system alerts its employees five (5) minutes before the
13 start of the meal period and five (5) minutes before the end. Further, Electro Adapter points out that under
14 *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to "provide" the
15 opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done so.
16 *Brinker, supra*, 53 Cal.4th at 1038 (rejecting "ensure" standard). Finally, Electro Adapter contends
17 Plaintiff's meal period claim is not suited for class certification, since individual inquiries would be
18 required to assess which employees took non-compliant meal periods, how many meal periods were non-
19 compliant or missed, and the reasons why a particular employee took a non-compliant meal period or
20 missed a meal period during a particular shift.

21 15. Plaintiff alleges that he and Settlement Class members were also not authorized and
22 permitted to take all required rest periods due to Electro Adapter's rest period policies and practices that
23 fail to authorize and permit a third rest period on shifts over 10.0 hours.

24 16. As for Plaintiff's rest period claims, Electro Adapter contends that its policies and
25 procedures authorized and permitted Settlement Class Members to take all off-duty rest periods in
26 compliance with California law. Electro Adapter also argues that Plaintiff's rest period claim is inherently
27 unsuited for class treatment as it requires an individualized inquiry into whether each Settlement Class
28

1 Member was in fact authorized and permitted to take a compliant rest period, which would evolve into
2 an unmanageable series of mini-trials.

3 17. Plaintiff further alleges that Electro Adapter issued inaccurate wage statements in
4 violation of Labor Code § 226 as a result of the alleged unpaid wages and unpaid meal period and rest
5 period premium wages described above. Specifically, Plaintiff contends that this conduct violated Labor
6 Code § 226(a) because the wage statements issued to Settlement Class Members did not include all hours
7 worked and the rate at which they were being paid.

8 18. As for Plaintiff's claim for wage statement violations, Electro Adapter further argues that
9 its alleged wage statement violations could not be shown to be "knowing and intentional," and that Plaintiff
10 cannot show that he or any other employee "suffer[ed] injury" as a result of the alleged wage statement
11 violations, as required by Lab. Code § 226(e) for imposition of penalties.

12 19. Plaintiff alleges that Electro Adapter is also liable for waiting time penalties under Labor
13 Code section 203 as a result of its failure to timely pay all wages upon separation. There are approximately
14 53 Settlement Class Members who have separated their employment with Electro Adapter during the
15 relevant time period who could be entitled to waiting time penalties.

16 20. As for Plaintiff's claim for waiting time penalties, Electro Adapter asserts it has strong
17 defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff's underlying
18 claims, precluding imposition of penalties. *See also* 8 Cal. Code Regs. § 13520 (a "good faith dispute that
19 any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12 Cal.App.5th
20 947, 963 (2017) (holding that "good faith dispute" over whether employee was exempt precluded
21 imposition of waiting time penalties over contested wages owed).

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

24 22. Lastly, since Plaintiff's PAGA claim is a derivative claim based on the underlying claims,
25 Electro Adapter argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying claims
26 will fail. Electro Adapter also maintains that, given its good faith defenses, this Court would exercise its
27 discretion to substantially reduce any PAGA penalties if it were to find Electro Adapter liable for any of
28 Plaintiff's claims.

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

7 24. After agreeing to participate in early mediation, Electro Adapter informally produced time
8 records and payroll data for a sampling of the putative class, as well as its wage and hour policies and other
9 relevant documents and information relevant to the claims alleged in advance of mediation. After the
10 detailed review of the payroll and time records and other documents and policies produced by Electro
11 Adapter, Class Counsel drew on their extensive experience in similar cases to assess the strengths and
12 weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and value of
13 Plaintiff's claims and Electro Adapter's defenses thereto, if a settlement could not be reached.

14 25. On August 16, 2022, after extensive research and analysis, a mediation was held with
15 Jeffrey Krivis, a well-respected wage and hour class action mediator. During mediation, the parties
16 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and
17 the legal basis for the claims and defenses. Ultimately, the parties agreed in principle on a class-wide
18 resolution. In the weeks that followed, the parties finalized the terms of settlement and executed the
19 Stipulation of Settlement ("Settlement").

20 26. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for
21 Preliminary Approval on July 25, 2022. Plaintiff submitted the Stipulation of Settlement to the Court
22 with his Motion for Preliminary Approval on January 25, 2023. On April 19, 2023, the court continued
23 the hearing and requested supplemental briefing. On April 20, 2023, Plaintiff submitted supplemental
24 briefing addressing the issues identified by the court. On April 26, 2023, the Court signed an Order
25 Granting Preliminary Approval of the Settlement. Attached hereto as **Exhibit A** is a true and correct
26 copy of the Order Granting Preliminary Approval.

27 27. The Settlement Class encompasses: all current and former hourly-paid, non-exempt
28 employees who worked for Defendant Electro Adapter, Inc. in California at any time from September 2,

1 2017 through November 15, 2022.

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

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

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

14 31. As discussed above, this case presented significant risk as to both class certification and
15 merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating
16 Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this
17 litigation and expending considerable effort, all while working on a pure contingency basis. Since
18 undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without
19 receiving any compensation for over one year. During this time, Class Counsel have expended a total of
20 \$20,189.09 in actual costs and have devoted substantial time to this litigation and expect to incur
21 approximately \$450.00 in future costs for filing the final declaration regarding distribution of settlement,
22 Case Anywhere fees, service and messenger fees, postage fees, and/or online fees to retrieve conformed
23 copies of documents. This includes total costs incurred by both law firms. Class Counsel seek to be
24 reimbursed a total of \$20,639.09 in litigation costs. A true and correct copy of my firm and co-counsel's
25 firm's costs is attached hereto as **Exhibit B**. Class Counsel's request is fair, adequate, and reasonable,
26 as all of these costs are documented and reasonably incurred.

27 32. My experience in matters similar to this one was integral in evaluating the strengths and
28 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage

and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. This case involved legal issues including questions surrounding Defendant's obligation to "provide" meal periods and "authorize and permit" rest periods, and the propriety of statutory penalties, to name just a few.

33. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced a total of \$20,189.09 (and anticipate incurring an additional \$450.00 in actual costs in connection with Case Anywhere fees, filing the motion for final approval and filing the final distribution declaration(s) and related tasks) for a total of \$20,639.09 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 \$127,055 which is 1.31 times more than the \$96,666.66 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	33.4	\$25,050
Elizabeth Nguyen (16th Year Attorney)	\$650	85.2	\$ 55,380
Paul K. Haines (15th Year Attorney)	\$675	19.9	\$13,432.50
Milan Moore (6th Year Attorney)	\$450	67.5	\$30,375.50
Paralegals	\$175	16.1	\$2,817.50
Total Lodestar			\$ 127,055

1
2 35. My proposed hourly rate of \$650, Mr. Lidman's proposed hourly rate of \$750, Mr. Haines'
3 proposed hourly rate of \$675, and Ms. Moore's proposed hourly rate of \$450 are reasonable in light of
4 our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other
5 attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's
6 requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached
7 hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 24rd year attorney is \$997, the
8 hourly rate for a 16th year attorney is \$829, and the hourly rate for a 6th year attorney is \$508.

9 36. The attorneys' fee award requested is consistent with those routinely awarded by
10 California superior courts. California superior courts frequently grant common fund awards of 33%. *See*,
11 *e.g.*, *Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007)
12 (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No.
13 RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar
14 crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County,
15 Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck);
16 *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee
17 award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732
18 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*,
19 JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee
20 recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award
21 of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716,
22 December 26, 2000) (33-13% of the settlement)

23 37. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the
24 common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No.
25 RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust*
26 *Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian, Los Angeles Sup. Ct.*, Nov. 19, 1990,
27 Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No.
28 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105

(53%); and *Rundberg v. Intrust Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

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

39. 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 Electro Adapter'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 known to prospective employers when evaluating him for employment. Additionally, Plaintiff agreed to a general release and a 1542 waiver.

40. Plaintiff submitted the proposed Settlement Agreement on the California Labor & Workforce Development Agency ("LWDA") via its website on January 25, 2023, the same day that he filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached hereto as **Exhibit D**. On May 1, 2023, Plaintiff submitted a copy of the Order granting preliminary approval on the LWDA via its website. A true and correct copy of the proof of service is attached hereto as **Exhibit E**.

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

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

3 Executed on October 23, 2023, at El Segundo, California.

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6 Elizabeth Nguyen
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EXHIBIT A

EXHIBIT A

Electronically Received 01/25/2023 03:31 PM

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

Attorneys for Plaintiff
JOSE SALCIDO

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

Attorneys for Plaintiff
JOSE SALCIDO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE SALCIDO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ELECTRO ADAPTER, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV32600

*[Assigned for all purposes to the Hon. Stuart
M. Rice, Dept. SSC-1]*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 26, 2023
Time: 10:30 a.m.
Dept.: SSC-1

Action Filed: September 2, 2021
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

04/26/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 The Motion of Plaintiff Jose Salcido ("Plaintiff") for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on April 26, 2023 at 10:30 a.m. The
3 Court, having considered the proposed Class Action and PAGA Settlement Agreement and Class
4 Notice (the "Settlement"), attached as Exhibit 3 to the Declaration of Elizabeth Nguyen filed
5 concurrently with the Motion; having considered Plaintiff's Motion for Preliminary Approval of Class
6 Action Settlement, Memorandum of Points and Authorities in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All current and former hourly-paid, non-exempt employees who worked for
16 Defendant Electro Adapter, Inc. in California at any time from September
2, 2017 through November 15, 2022.

17 2. The proposed First Amended Complaint attached as Exhibit 2 to the Declaration of
18 Elizabeth Nguyen is hereby approved and shall be filed by Plaintiff Jose Salcido within five (5) court
19 days of this Order being signed by the Court.

20 3. For purposes of the Settlement, the Court designates named Plaintiff Jose Salcido as Class
21 Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and
22 Paul Haines of Haines Law Group, APC as Class Counsel.

23 4. The Court designates Phoenix Class Action Administration Solutions as the third-party
24 Settlement Administrator for mailing notices.

25 5. The Court approves, as to form and content, the Court Approved Notice of Class Action
26 Settlement and Hearing Date for Final Court Approval ("Class Notice") and is attached to the Settlement
27 as Exhibit A.

28 6. The Court finds that the form of notice to the Settlement Class regarding the pendency of

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

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

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

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

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

17 11. The Final Fairness Hearing on the question of whether the Settlement should be finally
18 approved as fair, reasonable, and adequate is scheduled in Department 1 of this Court, located at 312
19 North Spring Street, Los Angeles, California, 90012 on November 15, 2023 at 10:30 a.m. /
20 ~~p.m.~~

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

27 13. Counsel for the parties shall file memoranda, declarations, or other statements and
28 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	3 business days after receiving Class Information from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	45 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	per statute
Final Fairness Hearing:	November 15 _____, 2023 at 10:30 a.m./ p.m.

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: April 26 _____, 2023



Stuart M. Rice / Judge

Honorable Stuart M. Rice
Judge of the Superior Court

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 26, 2023, 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:

LEWIS BRISBOIS BISGAARD & SMITH LLP

Rachel J. Lee (SBN 225263)
Rachel.lee@lewisbrisbois.com
Nima Darouian (SBN 271367)
Nima.darouian@lewisbrisbois.com
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Tel: (213) 250-1800
Fax: (213) 250-7900
Attorneys for Defendant Electro Adapter, Inc.

☒ (BY ELECTRONIC SERVICE) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service address(es) listed above by transmission to Case Anywhere.

☒ (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 26, 2023, at El Segundo, California.



Dana Joudi

EXHIBIT B

EXHIBIT B

Expense Summary
Jose Salcido v. Electro Adapter, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$8,000.00
Expert Fees	\$7,864.00
Filing, Service and Messenger Fees (including costs associated with filing the Final Approval Motion)	\$2,270.61
Copying Costs	\$70.25
Postage Costs	\$178.46
Legal Research Charges	\$57.37
Case Anywhere Fees through August 31, 2023	\$1,748.40
Anticipated Costs for court appearances, Case Anywhere fees for Class Counsel through November 30, 2023, service fees, copying and postage	\$450.00
TOTAL:	\$20,639.09

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

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

Attorneys for Plaintiff
JOSE SALCIDO

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

Attorneys for Plaintiff
JOSE SALCIDO

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

JOSE SALCIDO, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

ELECTRO ADAPTER, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV32600

*[Assigned for all purposes to the Hon. Stuart M. Rice,
Dept. SSC-1]*

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

Date: April 26, 2023
Time: 10:30 a.m.
Dept.: SSC-1

Action Filed: September 2, 2021
Trial Date: None Set

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 January 25, 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 Jose Salcido in Support of Motion for Approval of Class Action Settlement**
- 8. Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions 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:

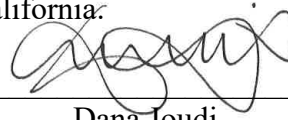
Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

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

(BY 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-903475-22.

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

Executed on January 25, 2023, at El Segundo, California.



A handwritten signature in black ink, appearing to read 'Dana Joudi', is written over a horizontal line.

Dana Joudi

EXHIBIT E

EXHIBIT E

LIDMAN LAW, APC

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

Attorneys for Plaintiff
JOSE SALCIDO

HAINES LAW GROUP, APC

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE SALCIDO, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

ELECTRO ADAPTER, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 21STCV32600

*[Assigned for all purposes to the Hon. Stuart M. Rice,
Dept. SSC-I]*

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

Action Filed: September 2, 2021
Trial Date: None Set

PROOF OF SERVICE

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

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

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

1. Order Granting Preliminary Approval of Class Action Settlement

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

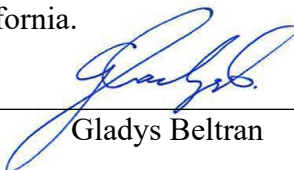
Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

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

(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-903475-22.

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

Executed on May 1, 2023, at El Segundo, California.



Gladys Beltran