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

ALICIA VELASQUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LINZER PRODUCTS CORPORATION, a
New York corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV28665

*[Assigned for all purposes to the Honorable
Lawrence P. Riff, Dept. SSC-7]*

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: June 24, 2024
Time: 10:00 a.m.
Dept.: SSC-7

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 Alicia Velasquez (“Plaintiff”) and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law
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
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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
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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 September 2, 2022, Plaintiff filed the instant putative class action complaint. On
2 September 12, 2022, Plaintiff submitted a letter to the California Labor & Workforce Development
3 Agency (“LWDA”) and Linzer of her intention of filing a PAGA claim based on the labor code
4 violations as alleged in his complaint. On May 25, 2023, after exhausting her administrative remedies,
5 Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of action for
6 civil penalties under the PAGA. On July 21, 2023, pursuant to the settlement, Plaintiff submitted a
7 supplemental letter to the LWDA and Linzer of her intention of adding a cause of action for waiting
8 time penalties. On September 25, 2023, Plaintiff filed a Second Amended Class and Representative
9 Action Complaint. Thus, Plaintiff’s primary claims are that Linzer: (1) failed to pay all minimum
10 wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal
11 periods; (4) failed to authorize and permit all legally required rest periods; (5) failed to provide accurate,
12 itemized wage statements; (6) failed to reimburse necessary business expenses; (7) engaged in unlawful
13 business practices; (8) failed to pay all wages upon separation of employment; and (9) is liable for civil
14 penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

15 11. In advance of mediation, Linzer produced a 20% sampling timekeeping and payroll data
16 for the putative class, as well as its wage and hour policies and other relevant documents and information
17 relevant to the claims alleged. Specifically, Plaintiff received a list of unique Employee ID numbers.
18 The Parties agreed that Plaintiff’s sample shall represent 20% of the total Employee ID numbers. Using
19 Excel’s “RAND” function which randomly generates a value between 0 and 1, each of the 422
20 Employee ID numbers was randomly assigned such a value. After the random assignment, the list of
21 Employee ID numbers was sorted in ascending order according to the values randomly assigned. After
22 the list was sorted, Plaintiff selected the first 84 Employee ID numbers, which represents a 20%
23 sampling.

24 In addition to the representative sampling, Linzer produced key data points and all relevant
25 written wage and hour policies in effect during the relevant time periods. Specifically, Plaintiff was
26 provided with the following:
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- Plaintiff's personnel files and timekeeping and payroll documents;
- Key data points, including total number of employees, workweeks, and pay periods during the relevant time period;
- Exemplars of the wage statements provided during the relevant time period;
- Linzer's Bell Schedule;
- Linzer's job descriptions;
- Linzer's Employee Handbook for 2018;

This information coupled with the representative data sampling, enabled Plaintiff to extrapolate to the entire class and aided in Plaintiff's creation of a class-wide exposure model for all the claims at issue, including unpaid wages and penalties potentially owed for alleged minimum and overtime wages, and meal and rest and unpaid wages violations. Ultimately, this discovery allowed the parties to assess the merits and value of Plaintiff's claims and Linzer's defenses thereto.

12. On April 19, 2023, a mediation was held with Jeffrey Ross, Esq., a well-respected wage and hour class action mediator. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses.

13. Plaintiff filed the Settlement to the Court with her Motion for Preliminary Approval on September 14, 2023. Subsequently on December 5, 2023, the Court granted preliminary approval of the class action settlement, approving the Amended Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary Approval.

14. According to Schumacher, there are 599 total Settlement Class members defined as: "All current and former non-exempt, hourly employees of Defendant Linzer Products Corp. who worked for Defendant Linzer Products Corp. at any time in California during the Class Period, including all current and former non-exempt, hourly employees assigned by staffing agencies Partnership Staffing Solutions, LLC, Partnership 3, Inc., or Partners Personnel Management Services, LLC to work for Defendant Linzer Products Corp. at any time in California during the Class Period. Class Period means the time period between September 2, 2018 and December 5, 2023."

1 15. The proposed PAGA Employees is defined as “All current and former non-exempt,
2 hourly employees of Defendant Linzer Products Corp. who worked for Defendant Linzer Products Corp.
3 at any time in California during the Class Period, including all current and former non-exempt, hourly
4 employees assigned by staffing agencies Partnership Staffing Solutions, LLC, Partnership 3, Inc., or
5 Partners Personnel Management Services, LLC to work for Defendant Linzer Products Corp. at any
6 time in California during the Class Period. Class Period means the time period between September 12,
7 2021 and December 5, 2023.”

8 16. Plaintiff’s primary claims are that Linzer: (1) failed to pay all minimum wages owed;
9 (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4)
10 failed to authorize and permit all legally required rest periods; (5) failed to provide accurate, itemized
11 wage statements; (6) failed to reimburse necessary business expenses; (7) engaged in unlawful business
12 practices; (8) failed to pay all wages upon separation of employment; and (9) is liable for civil penalties
13 under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

14 17. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary
15 theories of liability are related to Linzer’s alleged failure to pay Settlement Class members for all time
16 worked and its alleged failure provide Settlement Class members all legally compliant duty-free meal
17 and rest periods. Specifically, Plaintiff alleges the Class Members were not fully compensated for all
18 of their time worked due to unlawful shaving of time worked and/or rounding such that they would not
19 be fully paid for all time worked. Plaintiff also alleges that this practice was not even-handed over
20 time and the employees were routinely underpaid for their time worked. Based on Plaintiff’s review
21 of the timekeeping and payroll data, it appeared that on average Class Members were underpaid about
22 12 minutes per shift. Additionally, Plaintiff alleges that Linzer required her and other Class Members
23 to complete daily screening questionnaires in connection with the COVID-19 pandemic but failed to
24 compensate them for such time, which took approximately 5 minutes to complete.

25 18. Linzer contends that it compensated Settlement Class members for all of their time
26 worked. Linzer also contends that its rounding practices were lawful, Class Members who clocked in
27 prior to the start of their shift were not working, could not be working given the nature of the work,
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1 and therefore the time was not compensable, and any purported unpaid time was *de minimis* and
2 therefore non-compensable. Linzer also contends that the screening questionnaire took seconds, not
3 minutes, and was compensated time. Linzer further asserts that Plaintiff would be unable to certify a
4 rounding class given the individualized inquiries that would be required, and also that Linzer's
5 rounding policy/mechanism was, according to it, neutral on its face and in its application.

6 19. Plaintiff alleges that as a result of the work demands imposed by Linzer and the bell
7 signaling system, the Settlement Class Members were not provided a full uninterrupted 30-minute meal
8 period before the end of the fifth hour of work.

9 20. Linzer counters that it has always maintained a lawful meal period policy and provided
10 non-exempt employees with an opportunity to take legally compliant meal periods, and any non-
11 compliant meal periods reflected in employee timekeeping records were solely the result of employee
12 choice, rather than any policy or practice of Linzer. Linzer also contends its bell signaling system
13 alerts its employees exactly at the start and end of the meal period. Further, Linzer points out that
14 under it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods
15 are taken, and that they have always done so. Finally, Linzer contends Plaintiff's meal period claim is
16 not suited for class certification, since individual inquiries would be required to assess which
17 employees took non-compliant meal periods, how many meal periods were non-compliant or missed,
18 and the reasons why a particular employee took a non-compliant meal period or missed a meal period
19 during a particular shift.

20 21. Plaintiff alleges that as a result of the bell signaling system imposed by Linzer, non-
21 exempt employees were not authorized and permitted to take duty-free net 10-minute rest periods. A
22 bell rang at the beginning of the rest period and then a second bell rang exactly 10 minutes later
23 signaling the end of the rest period. Linzer's policy required the employees to return to their
24 workstation prior to the second bell ringing. Thus, Plaintiff alleges the Class Members experienced at
25 least one rest period violation on every shift worked in excess of 3.5 hours.

26 22. Linzer contends that its policies and procedures authorized and permitted Settlement
27 Class Members to take all off-duty rest periods in compliance with California law. Linzer also argues
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1 that Plaintiff's rest period claim is inherently unsuited for class treatment as it requires an
2 individualized inquiry into whether each Settlement Class Member was in fact authorized and
3 permitted to take a compliant rest period, which would evolve into an unmanageable series of mini-
4 trials.

5 23. Plaintiff further alleges that Linzer issued inaccurate wage statements in violation of
6 Labor Code section 226 as a result of the alleged unpaid minimum wages and overtime wages, and
7 meal and rest period premium wages described above. Plaintiff also contends that this conduct violated
8 Labor Code section 226(a) because the wage statements issued to Settlement Class Members did not
9 include all hours worked and the rate at which they were being paid.

10 24. Linzer argues that its alleged wage statement violations could not be shown to be
11 "knowing and intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed]
12 injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
13 imposition of penalties.

14 25. Plaintiff alleges that Linzer required its non-exempt employees to use their personal
15 cellular phones for work-related purposes to complete the daily COVID-19 screening survey but Linzer
16 did not reimburse the Class Members for the cell phones and/or the data usage.

17 26. Linzer contends that any purportedly necessary expenses incurred by employees were
18 minimal. Linzer also contends the employees did not have to complete the surveys on their cellular
19 phones as there were paper surveys, and later, tablets, available to all employees. Linzer also argues
20 that this claim is not suitable for class treatment, it maintained a lawful expense reimbursement policy,
21 and individualized determinations would be required as to how often each employee used their personal
22 cellular phone and how long it took to complete the survey screening.

23 27. Plaintiff alleges that Linzer is also liable for waiting time penalties under Labor Code
24 section 203 as a result of its failure to timely pay all wages upon separation. There are approximately
25 328 Class Members who have separated their employment during the relevant time period.

26 28. Linzer asserts it has strong defenses to the waiting time claim because there exist good-
27 faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties.
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1 29. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
2 Labor Code violations.

3 30. Linzer argues that Plaintiff's PAGA claim will fail for the same reasons that her
4 underlying claims will fail. Linzer also maintains that, given its good faith defenses, this Court would
5 exercise its discretion to substantially reduce any PAGA penalties if it were to find Linzer liable for
6 any of Plaintiff's claims. Funds remaining unclaimed will be distributed to the California State
7 Controller's Office – Unclaimed Property Fund in the name of the Settlement Class member.

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

10 32. My law firm's and co-counsel's work on this case includes, but is not limited to:
11 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
12 Schumacher's documents and policies, analyzing timekeeping data and payroll records, creating a
13 comprehensive damages model, preparing for and attending mediation, negotiating and preparing the
14 long-form and Amended Settlement Agreement, preparing the Motions for Preliminary and Final
15 Approval, overseeing the settlement administration process, and otherwise litigating this case.

16 33. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm
17 dedicated substantial resources to this litigation, including expending a total of \$18,724.89, in actual
18 costs, have devoted substantial time to this litigation and expect to incur approximately \$450.00 in
19 future costs for filing the instant motion, filing the final declaration regarding distribution of
20 settlement, Case Anywhere fees, service and messenger fees, postage fees, costs for future
21 appearances. A true and correct copy of my firm's and Haines Law Group's costs summary in this
22 matter is attached hereto as **Exhibit B**.

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

35. 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 one year with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced \$19,174.89 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.

In this case, Class Counsel have a lodestar of \$236,062.50 which results in a multiplier of approximately 1.78 compared to the \$419,146.31 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 co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (24th Year Attorney)	\$900	96.2	\$86,580
Elizabeth Nguyen (16th Year Attorney)	\$800	76.7	\$61,360
Paul K. Haines (15th Year Attorney)	\$800	28.4	\$22,720
Milan Moore (6th Year Attorney)	\$650	95.1	\$61,815
Paralegals	\$175	20.5	\$3,587.50
Total Lodestar			\$236,062.50

36. 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 are in line with the *Laffey Matrix*, a true and correct copy of which is attached hereto as **Exhibit C**.

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

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

39. 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.

40. The requested enhancement payment to Plaintiff of \$5,000.00 is also reasonable given Plaintiff's efforts in this case and the risks she undertook on behalf of Settlement Class members. Plaintiff gathered documents for use in the lawsuit, and attended in person/telephonic meetings with Class Counsel discussing the case, the merits, the defenses, and the overall fairness of the settlement reached. Thus, the enhancement payment to Plaintiff is appropriate and justified as part of the Settlement and should be finally approved.

41. Plaintiff served the proposed Settlement Agreement on the California Labor & Workforce Development Agency (“LWDA”) on September 14, 2023, the same date as she filed his Motion for Preliminary Approval. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted the Settlement Agreement to the LWDA is attached hereto as **Exhibit D**.

42. Plaintiff served the Order Granting Preliminary Approval on the LWDA on May 30, 2024. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted the order Granting Preliminary Approval to the LWDA is attached hereto as **Exhibit E**.

43. Plaintiff has provided written approval of the split of attorneys' fees in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 30 2024, at El Segundo, California.


Scott M. Lidman

EXHIBIT A

EXHIBIT A

LIDMAN LAW, APC

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Attorneys for Plaintiff
 ALICIA VELASQUEZ

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

ALICIA VELASQUEZ, as an individual and
 on behalf of all others similarly situated,

Plaintiff,

vs.

LINZER PRODUCTS CORPORATION, a
 New York corporation; and DOES 1 through
 100, inclusive,

Defendants.

Case No. 22STCV28665

*[Assigned for all purposes to the Hon.
 Lawrence P. Riff, Dept. SSC-7]*

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

Date: December 5, 2023
 Time: 10:00 a.m.
 Dept.: SSC-7

1 The Motion of Plaintiff Alicia Linzer (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on December 5, 2023 at 10:00 a.m.
3 The Court, having considered the proposed Class Action and PAGA Settlement Agreement and Class
4 Notice (the “Settlement”), attached as Exhibit 2 to the Declaration of Scott M. Lidman 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 non-exempt, hourly employees of Defendant Linzer
16 Products Corp. who worked for Defendant Linzer Products Corp. at any
17 time in California during the Class Period, including all current and former
18 non-exempt, hourly employees assigned by staffing agencies Partnership
19 Staffing Solutions, LLC, Partnership 3, Inc., or Partners Personnel
20 Management Services, LLC to work for Defendant Linzer Products Corp.
21 at any time in California during the Class Period.

22 Class Period means the time period between September 2, 2018 and
23 Preliminary Approval, unless Defendant elects to exercise its option to end
24 the Class Period earlier pursuant to the Escalator Clause.

25 2. For purposes of the Settlement, the Court designates named Plaintiff Alicia Velazquez as
26 Class Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC
27 and Paul Haines of Haines Law Group, APC as Class Counsel.

28 3. The Court designates Phoenix Class Action Administration Solutions as the third-party
Settlement Administrator for mailing notices.

4. The Court approves, as to form and content, the Notice of Class Action Settlement and
Hearing Date for Final Court Approval (“Class Notice”) and is attached to the Settlement as Exhibit A.

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

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

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

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

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

18 10. The Final Fairness Hearing on the question of whether the Settlement should be finally
19 approved as fair, reasonable, and adequate is scheduled in Department 7 of this Court, located at 312
20 North Spring Street, Los Angeles, California, 90012 on April 23, 2024 at 10:00 a.m. /
21 ~~p.m.~~

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

28 12. Counsel for the parties shall file memoranda, declarations, or other statements and

materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	30 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:	16 court days in advance of hearing
Final Fairness Hearing:	<u>April 23, 2024 at 10:00 a.m.</u> 2024 at a.m./p.m.

14. 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.

15. 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: 12/05/2023, 2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge
Honorable Lawrence P. Riff
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Alicia Velasquez v. Linzer Products Corporation

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$12,500.00
Expert Expenses (Analysis of data for mediation purposes only)	\$2,075.00
Filing, Service and Messenger Fees	\$1,915.35
Copying Costs	\$129.00
Postage Costs	\$210.51
Case Anywhere Fees through April 30, 2024	\$1,895.03
Anticipated Costs for filing the Final Approval motion, court appearances, current Case Anywhere fees for Class Counsel, filing the final distribution declaration, service fees, copying and postage	\$450.00
TOTAL:	\$19,174.89

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT D

EXHIBIT D

Dana Joudi

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, September 14, 2023 1:54 PM
To: Dana Joudi
Subject: Thank you for your Proposed Settlement Submission

09/14/2023 01:52:50 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT E

EXHIBIT E

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Thursday, May 30, 2024 11:11:35 AM

05/30/2024 11:11:18 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm