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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

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

Plaintiff,

v.

SUPERIOR TANK CO., INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. BCV-23-100144 consolidated with
Case No. BCV-23-100926

*[Case Assigned to Hon T. Mark Smith
department T-2]*

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

Date: November 20, 2024
Time: 8:30 a.m.
Dept.: T-2

Action Filed: January 17, 2023

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

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

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

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

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
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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
- 23
- 24
- 25

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

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

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

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

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

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

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

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

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

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

1 10. On January 17, 2023, Plaintiff filed a putative class action complaint against Superior
2 Tank Co., Inc. (“Defendant”) in Kern County Superior Court. Plaintiff’s primary allegations are that
3 Defendant: (1) failed to pay all overtime wages owed; (2) failed to pay all minimum wages owed; (3)
4 failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required
5 rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to indemnify all
6 necessary business expenses; (7) failed to timely pay all wages upon separation of employment; and
7 (8) engaged in unlawful business practices.

8 On March 30, 2023, Plaintiff submitted the Class Action to arbitration before the American
9 Arbitration Association, AAA Case No. 012300013261. On September 8, 2023, Plaintiff filed a First
10 Amended Demand for Arbitration adding a cause of action for civil penalties under the California Labor
11 Code Private Attorneys General Act of 2004 (“PAGA”).

12 On April 30, 2024, the arbitrator dismissed the arbitration without prejudice so that the Class
13 Action could return to this Court, and the Parties could appropriately seek approval of this Settlement.
14 On May 24, 2024, this Court lifted the stay in this action to allow Plaintiff to file a Motion for
15 Preliminary Approval of the class-wide settlement. Further, on May 24, 2024, this Court, pursuant to
16 a stipulation between the Parties, consolidated for all purposes the instant action and the PAGA Action.

17 On July 15, 2024, this Court granted Plaintiff’s Motion for Preliminary Approval.

18 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary
19 theories of liability are related to Defendant’s alleged failure to pay Settlement Class members for all
20 time worked and its alleged failure to provide Settlement Class members all legally compliant duty-free
21 meal and rest periods.

22 Specifically, Plaintiff alleges Defendant failed to compensate its non-exempt employees for all
23 time worked. Plaintiff alleges that Defendant failed to account for time spent at the yard before and
24 after a shift, and also unlawfully rounded time. Plaintiff also alleges that this time shaving and/or
25 rounding practice utilized by Defendant was not even-handed over time and would almost exclusively
26 round and shave in Defendant’s favor such that Plaintiff was routinely underpaid for all his time worked.

1 As a result, Defendant failed to pay Plaintiff and other non-exempt employees for all minimum and
2 overtime wages owed.

3 12. Defendant contends that it compensated Settlement Class members for all of their time
4 worked, that its rounding practices were lawful, and any unpaid time was de minimis and therefore
5 non-compensable. Defendant further asserts that Plaintiff would be unable to certify an unpaid wages
6 class given the individualized inquiries that would be required, and also that Defendant's rounding
7 mechanism was, according to it, allegedly facially neutral. Further, Defendant contends that Plaintiff's
8 assessment of the claim at the overtime rate is inflated and incorrect.

9 13. Plaintiff alleges that he and Settlement Class Members were not provided with all
10 legally-required meal periods in compliance with California law due to Defendant's unlawful meal
11 period policies/practices. Due to work demands and the manner in which Defendant tracked the time
12 of its employees, Plaintiff was often prevented from taking meal periods that commenced before the
13 end of the fifth hour of work and/or which were at least 30 minutes in length. Therefore, based on a
14 review of the sampling of the time punch data and payroll records, Plaintiff calculated a 21.6% violation
15 rate.

16 14. Defendant counters that it has always provided non-exempt employees with an
17 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
18 employee timekeeping records were solely the result of employee choice, rather than any policy or
19 practice of Defendant. Defendant also points out that under *Brinker Restaurant Corp. v. Superior Court*
20 (2012) 53 Cal. 4th 1004, it is only required to "provide" the opportunity to take meal periods, not
21 "ensure" meal periods are taken, and that they have always done so. *Brinker*, supra, 53 Cal.4th at 1038
22 (rejecting "ensure" standard). Defendant further contends there are no second meal period violations
23 because the employees signed valid second meal period waivers. Finally, Defendant contends
24 Plaintiff's meal period claim is not suited for class certification and individual inquiries would be
25 required to assess which employees took non-compliant meal periods, how many meal periods were
26 non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period
27 or missed a meal period during a particular shift.

1 15. Plaintiff alleges that he and other Settlement Class Members were not authorized and
2 permitted to take all required rest periods due to Defendant's rest period policies/practices which fail
3 to authorize and permit all rest periods for every four hours worked, or major fraction thereof.

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

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

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

19 19. Plaintiff alleges that Defendant is also liable for waiting time penalties under Labor
20 Code section 203 as a result of its failure to pay all wages upon separation of employment. Based on
21 the data provided by Defendant, there were approximately 95 Settlement Class Members who have
22 separated their employment with Defendant during the relevant time period who could be entitled to
23 waiting time penalties.

24 20. As for Plaintiff's waiting time penalties, Defendant asserts that it has strong defenses to
25 the waiting time claim because there exists good-faith disputes as to Plaintiff's underlying claims,
26 precluding imposition of penalties.

27 21. Plaintiff further alleges that Defendant required its employees to use their personal
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1 cellular phones and tools to discharge their duties but did not reimburse them for the cell phones and/or
2 the data usage. Plaintiff alleges that Defendant knew or should have known that Plaintiff and the other
3 employees were necessarily incurring expenses due to the use of their personal cellular phone and/or
4 tools in the direct discharge of their duties. Yet, despite the necessity of Plaintiff and the other drivers
5 using their cellular phone for work activities and Defendant knowing or having should have known
6 about same, Plaintiff and the other drivers were never reimbursed for a reasonable portion of their
7 cellular phone expenses by Defendant, as mandated by Cochran v. Schwan's Home Service, Inc. (2014)
8 228 Cal.App.4th 1137.

9 22. As for Plaintiff's unreimbursed business expenses claim, Defendant contends that it
10 never required its employees to purchase or use their own tools and provided everything the employees
11 needed. It further contends it did not require the employees to use their cell phones for any business
12 reasons. Defendant further contends that any purportedly necessary expenses incurred by drivers were
13 minimal.

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

16 24. Lastly, since Plaintiff's PAGA claim is a derivative claim based on the underlying
17 claims, Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that his underlying
18 claims will fail. Defendant also maintains that, given its good faith defenses, this Court would exercise
19 its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of
20 Plaintiff's claims.

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

27 26. After agreeing to participate in private mediation, Defendant informally produced
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documents and information relevant to the claims alleged in advance of mediation, including without limitation timekeeping and payroll data for an approximate 15 percent sampling of the putative class. Additionally, Defendant produced information and data points needed for a fruitful mediation, including without limitation, the number of employees, workweeks at issue, pay periods at issue, meal and rest period policies and procedures, and payroll policies. After the detailed review and analysis of the records and information produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached.

27. On April 10, 2024, after extensive research and analysis, a full-day mediation was held with Michael Ludwig, Esq., a well-respected 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. Ultimately, the parties agreed on a class-wide resolution. In the weeks that followed, the parties finalized the terms of settlement and executed the Stipulation of Class Action and PAGA Settlement ("Settlement").

28. Plaintiff submitted the Settlement to the Court with his Motion for Preliminary Approval on June 14, 2024. Plaintiff also submitted the Settlement to the Cal. Labor Workforce Development Agency ("LWDA") as required under the PAGA. On July 15, 2024, the Court granted preliminary approval of the class action settlement. Plaintiff submitted the Order Granting Preliminary Approval on July 16, 2024 to the LWDA. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary Approval.

After the Court entered an order granting preliminary approval, no events have occurred to cast doubt on the propriety of this determination.

29. The Settlement Class encompasses: all current and former non-exempt employees of Defendant Superior Tank Co., Inc. who worked for Defendant in California during the Class Period. The "Class Period" shall mean the time period of January 17, 2019 through the date the Court issues an order preliminarily approving the Settlement Agreement, which is July 15, 2024.

1 30. After disbursement, Settlement Class Members will have at least 180 days to cash their
2 checks. Funds remaining unclaimed will be distributed to the California Secretary of State – Unclaimed
3 Property Fund in the name of the Settlement Class Member.

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

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

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

18 34. Given the considerable potential for adverse outcomes in this case, including, but not
19 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
20 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also
21 other practical challenges. There was a real risk that my firm and co-counsel's firm would not be
22 compensated for our work, because our firms handled this matter on a purely contingent basis. Thus,
23 Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover
24 attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final
25 approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over
26 one year with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful.
27 Moreover, as discussed above, Class Counsel has advanced a total of \$9,577.62 (and anticipate
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1 incurring an additional \$450.00 in actual costs in connection with Case Anywhere fees through October
2 2024, filing the motion for final approval and filing the final distribution declaration(s) and related
3 tasks) for a total of \$10,027.62 in litigation costs on a contingency basis, which also carried risk because
4 Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit. A true
5 and correct copy of the Expense Chart is attached as **Exhibit B**.

6 35. In this case, Class Counsel have a lodestar of \$176,227.50 without the use of any
7 multiplier. The following is a general summary showing the number of hours of work performed by
8 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 (26 th Year Attorney)	\$900	92.5	\$83,250
Paul K. Haines (17th Year Attorney)	\$800	25.5	\$20,400
Milan Moore (9th Year Attorney)	\$650	104.2	\$67,760
Paralegals	\$175	27.7	\$4,847.50
Total Lodestar			\$176,227.50

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17 36. My proposed hourly rate of \$900, Mr. Haines' proposed hourly rate of \$800, and Ms.
18 Moore's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour
19 class action litigation experience, reputation, and fee awards to other attorneys of similar experience
20 in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct
21 copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 26th
22 year attorney is \$1,057, the hourly rate for a 17th year attorney is \$878, and the hourly rate for a 9th
23 year attorney is \$777.

24 37. The attorneys' fee award requested is consistent with my experience in similar wage
25 and hour cases and those routinely awarded by California superior courts. California superior courts
26 frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co.*, No.
27 BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of
28 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. 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. Plaintiff has provided written approval of the split of attorneys' fees in this action. Accordingly, I believe the requested fees are reasonable.

40. The requested service award to Plaintiff of \$7,500.00 is also reasonable. Plaintiff took on significant risks, including the risk that he could be liable for Defendant's costs if this case was

1 unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things,
2 gathering documents for use in this lawsuit, providing factual information to my firm regarding his
3 claims, and working with Class Counsel to prepare for mediation and discuss the case, the merits, the
4 defenses, and the settlement reached. Further, Plaintiff put his future employment prospects at risk by
5 becoming a named Plaintiff in a representative action since the lawsuit is public record and may
6 become known to prospective employers when evaluating his for employment. Additionally, Plaintiff
7 agreed to a general release and a 1542 waiver.

8 41. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
9 Workforce Development Agency (“LWDA”) via its website on June 14, 2024, the same day that he
10 filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached
11 hereto as **Exhibit D**. On July 16, 2024, Plaintiff submitted a copy of the Order granting preliminary
12 approval on the LWDA via its website. A true and correct copy of the proof of service is attached
13 hereto as **Exhibit E**.

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

18 I declare under penalty of perjury under the laws of the State of California that the foregoing is
19 true and correct. Executed on October 25, 2024 at El Segundo, California.

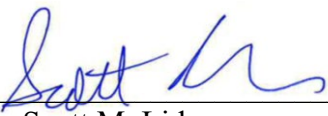
20 
21 _____
22 Scott M. Lidman

EXHIBIT A

EXHIBIT A

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Attorneys for Plaintiff
 SERGIO RODRIGUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF KERN**

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

Plaintiff,

v.

SUPERIOR TANK CO., INC., a California
 corporation; and DOES 1 through 100,
 inclusive,

Defendants.

FILED
 KERN COUNTY SUPERIOR COURT
 7/15/2024

BY Mata, Vanesa
 DEPUTY

Case No. BCV-23-100144 consolidated with
 Case No. BCV-23-100926

*[Case Assigned to Hon T. Mark Smith
 department T-2]*

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

Date: July 15, 2024
 Time: 8:30 a.m.
 Dept.: T-2

1 The Motion of Plaintiff Sergio Rodriguez (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement (“Motion”) came on regularly for hearing before this Court on July 15, 2024 at
3 8:30 a.m. in Department T-2. The Court, having considered the proposed Stipulation of Class
4 Action and PAGA Settlement (the “Settlement”), attached as **Exhibit 1** to the Declaration of Scott
5 M. Lidman filed concurrently with the Motion; having considered Plaintiff’s Motion,
6 Memorandum of Points and Authorities in support thereof, and supporting declarations filed
7 therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All current and former non-exempt employees of Defendant Superior Tank,
16 Inc. who worked at any time in California during the Class Period.

17 2. For purposes of the Settlement, the “Class Period” shall mean the time period
18 between January 17, 2019 and the date the Court preliminarily approves the settlement.

19 3. For purposes of the Settlement, the Court designates named Plaintiff Sergio
20 Rodriguez as Class Representative, and Scott M. Lidman and Milan Moore of Lidman Law,
21 APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

22 3. The Court designates Phoenix Settlement Administrators (“Phoenix”) as the third-
23 party Settlement Administrator for mailing notices.

24 4. The Court approves, as to form and content, the Notice of Pendency of Class
25 Action and Proposed Settlement and Notice of Individual Settlement Award attached to the
26 Settlement as **Exhibit B**.

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

8 6. The Court further approves the procedures for Settlement Class members to opt
9 out of or object to the Settlement, as set forth in the Notice of Pendency of Class Action and
10 Proposed Settlement.

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

15 8. The Court directs the Settlement Administrator to mail the Notice of Pendency of
16 Class Action and Proposed Settlement and Notice of Individual Settlement Award to all of the
17 Class members in accordance with the terms of the Settlement.

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

20 10. The Final Fairness Hearing on the question of whether the Settlement should be
21 finally approved as fair, reasonable, and adequate is scheduled in Department T-2 of this Court,
22 located at 3131 Arrow St, Bakersfield, California 93308 on **November 20**, 2024 at **8:30**
23 a.m./~~p.m.~~

24 11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement
25 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
26 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's
27 application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to
28

Plaintiff, and payment to the Labor and Workforce Development Agency (“LWDA”) for penalties under the Labor Code Private Attorneys General Act (“PAGA”) should be granted.

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	10 business days after the Court enters an order granting preliminary approval.
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Data 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 (and to respond to any objections):	16 Court days before the Final Fairness Hearing
Final Fairness Hearing:	<u>November 20</u> , 2024

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

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

IT IS SO ORDERED.

Dated: Signed: 7/15/2024 09:49 AM, 2024



Honorable T. Mark Smith
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Sergio Rodriguez v. Superior Tank Co., Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$5,735.00
Filing, Service and Messenger Fees	\$2,600.06
CourtCall Fees	\$288.00
Arbitration Fees	\$724.50
Copying Costs	\$56.75
Mailing/Postage Costs	\$154.81
Document Purchase Costs	\$18.50
Anticipated Costs for court appearances, filing of instant motion, service fees, copying and postage	\$450.00
TOTAL:	\$10,027.62

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

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, June 14, 2024 12:17:15 PM

06/14/2024 12:16:07 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

1 **LIDMAN LAW, APC**
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5 mmoore@lidmanlaw.com 2155
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7 Segundo, California 90245 Tel:
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9 Fax: (424) 322-4775

10 Attorneys for Plaintiff
11 SERGIO RODRIGUEZ

12 **HAINES LAW GROUP, APC**
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14 phaines@haineslawgroup.com
15 2155 Campus Drive, Suite 180
16 El Segundo, California 90245
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18 Fax: (424) 292-2355

19 Attorneys for Plaintiff
20 SERGIO RODRIGUEZ

21
22 SUPERIOR COURT OF THE STATE OF CALIFORNIA

23
24 FOR THE COUNTY OF KERN

25 SERGIO RODRIGUEZ, as an individual and
26 on behalf of all others similarly situated,

27 Plaintiff,

28 vs.

29 SUPERIOR TANK CO., INC., a California
30 corporation; and DOES 1 through 100,
31 inclusive,

32 Defendants.

Case No. BCV-23-100144 consolidated with
Case No. BCV-23-100926

*[Case Assigned to Hon. Thomas S. Clark,
Dept. 17]*

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

Date: July 15, 2024
Time: 8:30 a.m.
Dept.: T-2

Date of Filing: March 28, 2024
Trial Date: No Date Set

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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.

- 1. Stipulation of Class Action and PAGA Settlement**
- 2. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof**
- 3. Declaration of Scott M. Lidman in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement**
- 4. Declaration of Milan Moore in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement**
- 5. Declaration of Paul K. Haines in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement**
- 6. Declaration of Sergio Rodriguez in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement**
- 7. Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement**
- 8. [Proposed] Order Granting Preliminary Approval of Class Action Settlement**

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>

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 14, 2024 at El Segundo, California.

- 1 -

EXHIBIT E

EXHIBIT E

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Tuesday, July 16, 2024 11:56:42 AM

07/16/2024 11:56:19 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

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Attorneys for Plaintiff
SERGIO RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

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

Plaintiff,

vs.

SUPERIOR TANK CO., INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. BCV-23-100144 consolidated with
Case No. BCV-23-100926

*[Case Assigned to Hon. Thomas S. Clark,
Dept. 17]*

PROOF OF SERVICE

Date of Filing: March 28, 2024
Trial Date: No Date Set

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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.

1. Order Granting Preliminary Approval of Class Action Settlement
on the interested party(ies) in this action as follows:

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM- 929897-23


Marilyn Ajanel