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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JAVIER MARTINEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SCHLAGE LOCK COMPANY, LLC, a
Delaware limited liability company, and DOES
1 through 100, inclusive,

Defendants.

Case No. CIVSB2218620

*[Assigned for all purposes to Hon. Joseph T. Ortiz,
Department S-17]*

**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: January 11, 2024
Time: 1:30 p.m.
Dept.: S-17

Action Filed: August 25, 2022
Trial Date: None

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 Javier Martinez (“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 firm
9 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 in
13 the world exclusively devoted to representing management in employment, employee benefits and labor
14 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 Day,
17 I worked exclusively in the labor and employment department. In or around 2003, I went to work at the
18 law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I
19 returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017,
20 I practiced exclusively labor and employment law, with a strong emphasis and most of my time working
21 on wage and hour class actions venued in both state and federal courts. During that time and my legal
22 career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.

23 5. During my employment at Littler Mendelson, I played a significant role in the class actions
24 that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular,
25 I received a wide-array of wage and hour class action experience performing the following types of tasks:
26 drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court;
27 drafting and responding to written discovery; drafting and opposing discovery related motions; arguing
28 discovery related motions; drafting motions to consolidate related matters; interviewing putative class
members and obtaining declarations in connection with class certification; drafting oppositions to motions

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

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

- 12 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
13 States District Court, Central District of California, Honorable Gary Klausner,
14 presiding¹.
- 15 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior
16 Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 17 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
18 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 19 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior
20 Court, County of Alameda, Honorable Winifred Smith, presiding.
- 21 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
22 United States District Court, Central District of California, Honorable Percy
23 Anderson, presiding.
- 24 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
25 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²

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

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

- 1 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
2 States District Court, Central District of California, Honorable Percy Anderson,
3 presiding.
- 4 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
5 States District Court, Central District of California, Honorable Percy Anderson,
6 presiding.
- 7 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
8 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 9 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
10 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 11 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC,
12 United States District Court, Southern District of California.⁴
- 13 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of
14 Solano, Honorable Paul Berman, presiding.
- 15 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
16 Superior Court, County of Orange, Honorable William Claster, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
20 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 21 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
22 States District Court, Central District of California, Honorable Margaret Morrow,
23 presiding.
- 24 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
25 States District Court, Central District of California, Honorable Margaret Morrow,
26 presiding.

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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 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
2 States District Court, Southern District of California, Honorable John A. Houston,
3 presiding.
- 4 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
5 District Court, Central District of California, Honorable Margaret Morrow,
6 presiding.
- 7 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
8 District Court, Central District of California, Honorable Margaret Morrow,
9 presiding.
- 10 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
11 States District Court, Northern District of California.
- 12 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
13 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
14 presiding.
- 15 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
16 Court, County of Santa Clara.
- 17 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
18 County of Los Angeles, Honorable Terry Green, presiding.
- 19 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
20 Court, County of San Francisco.
- 21 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
22 Court, Northern District of California, Honorable Richard Seeborg, presiding.

23 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
24 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage
25 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of
26 Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
27 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five
28 (65) wage and hour class actions filed in State courts throughout California, with several of them having
been removed to Federal courts. I believe that my professional experience renders me more than qualified

1 to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal
2 and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and
3 hour cases throughout my career involving similar claims, including the wage and hour class actions
4 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result,
5 I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and
6 defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition
7 to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay
8 involved in wage and hour class action litigation.

9 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
10 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
11 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
12 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
13 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster
14 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
15 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
16 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
17 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
18 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
19 *v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
20 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
21 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
22 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
23 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
24 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley
25 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
26 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
27 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
28 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*

1 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
2 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
3 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
4 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
5 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
6 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
7 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
8 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
9 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
10 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
11 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
12 Honorable Judge Philip S. Gutierrez presiding.

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

16 10. On August 25, 2022, Plaintiff filed a putative class action complaint against Defendant
17 Schlage Lock Company, Inc. in San Bernardino County Superior Court. On April 25, 2023, in
18 conjunction with effectuating the terms of the settlement agreement, Plaintiff submitted a letter to the
19 California Labor Workforce Development Agency (“LWDA”) and Schlage Lock regarding Defendant’s
20 alleged Labor Code violations and Plaintiff’s intent to bring a claim for civil penalties under the Labor
21 Code Private Attorneys General Act (“PAGA”). Pursuant to effectuating the terms of the settlement
22 agreement and after his administrative remedies exhaust on June 29, 2023, Plaintiff sought to file a First
23 Amended Class and Representative Action Complaint as part of his motion for preliminary approval.
24 Plaintiff’s operative complaint alleges that Schlage Lock: (1) failed to pay all minimum wages owed;
25 (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4)
26 failed to authorize and permit all legally required rest periods; (5) failed to provide accurate, itemized
27 wage statements; (6) failed to timely pay all wages upon separation of employment; (7) engaged in
28 unlawful business practices; and (8) is liable for civil penalties under the PAGA.⁶

⁶ To note, there was a prior class action lawsuit, *Saul Benavides v. Allegion*, Case No. BC678135, Los Angeles Superior Court, Judge Elihu M. Berle presiding. In the lawsuit, the settlement class is defined as “all current and former hourly-paid or non-

11. As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories of liability are related to Defendant's alleged failure to pay for all time worked and failure to provide Settlement Class Members all legally compliant duty-free meal and rest periods. Plaintiff alleges that Defendant failed to compensate its non-exempt employees for all time worked. Specifically, Plaintiff alleges that Defendant would keep track of Plaintiff's time worked and would unlawfully round/shave time worked such that Plaintiff would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant's favor such that Plaintiff was routinely underpaid for all his time worked. Additionally, during the most recent portion of Plaintiff's employment with Defendant, Defendant required Plaintiff and other non-exempt employees to be subjected to temperature checks and screening questionnaires due to the COVID-19 pandemic. Despite being under Defendant's direction and control, Defendant failed to compensate its non-exempt employees for such time. As a result, Defendant failed to pay Plaintiff and other non-exempt employees for all minimum and overtime wages owed.

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

13. Plaintiff alleges that he and Settlement Class Members were not provided with all legally-required meal periods in compliance with California law due to Defendant's unlawful meal period policies/practices. Due to work demands, Plaintiff was often prevented from taking meal periods that commenced before the end of the 5th hour of work and/or which were at least 30 minutes in length. Additionally, Schlage Lock did not require its employees to track the start and stop time of meal periods when they remained on the work premises, which resulted in Schlage Lock unlawfully automatically deducting 30 minutes from its employees' work time for purported meal periods.

exempt employees who worked for Defendant within the State of California at any time during the period of October 3, 2013 through January 7, 2019. Given that this settlement covers the claims alleged in the present case, Plaintiff's action has a slightly truncated class period beginning on January 8, 2019.

1 14. Schlage Lock counters that it has always provided non-exempt employees with an
2 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
3 employee timekeeping records were solely the result of employee choice, rather than any policy or practice
4 of Schlage Lock. Schlage Lock also points out that it is only required to “provide” the opportunity to take
5 meal periods, not “ensure” meal periods are taken, and that they have always done so. Schlage Lock also
6 contends that because its production stops during meal periods, it does not have to keep track of meal
7 periods. Finally, Schlage Lock contends Plaintiff’s meal period claim is not suited for class certification
8 and individual inquiries would be required to assess which employees took non-compliant meal periods,
9 how many meal periods were non-compliant or missed, and the reasons why a particular employee took a
10 non-compliant meal period or missed a meal period during a particular shift.

11 15. Plaintiff alleges that he and other Settlement Class Members were not authorized and
12 permitted to take all required rest periods due to Schlage Lock’s rest period policies/practices which fail
13 to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.
14 Specifically, Plaintiff worked shifts in excess of 3.5 hours, but was not authorized or permitted to take a
15 ten-minute paid rest period for every four (4) hour period worked, *or major fraction thereof* as a result of
16 the work demands imposed by Defendant and understaffing.

17 16. Schlage Lock contends it has always maintained and enforced lawful rest period policies
18 and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
19 periods in compliance with California law. Schlage Lock argues that Plaintiff’s rest period claims are
20 inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement
21 Class member was in fact authorized and permitted to take a compliant rest period, which would devolve
22 into an unmanageable series of mini-trials.

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

28 18. Schlage Lock argued that meal and rest period claims could not support a claim for wage
statement penalties. Schlage Lock further argues that its alleged wage statement violations could not be

1 shown to be “knowing and intentional,” and that Plaintiff cannot show that he or any other employee
2 “suffer[ed] injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e)
3 for imposition of penalties.

4 19. Plaintiff alleges that Schlage Lock is also liable for waiting time penalties under Labor Code
5 section 203 as a result of its failure to pay all wages upon separation of employment. Based on the data
6 provided by Schlage Lock, there were approximately 31 Settlement Class Members who have separated
7 their employment with Defendant during the relevant time period who could be entitled to waiting time
8 penalties.

9 20. Schlage Lock asserts it has strong defenses to the waiting time claim because there exist
10 good-faith disputes as to Plaintiff’s underlying claims, precluding imposition of penalties.

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

13 22. Since Plaintiff’s PAGA claim is a derivative claim based on the underlying claims, National
14 Paving argues that Plaintiff’s PAGA claim will fail for the same reasons that his underlying claims will
15 fail. Schlage Lock also maintains that, given its good faith defenses, this Court would exercise its
16 discretion to substantially reduce any PAGA penalties if it were to find Green Set liable for any of
17 Plaintiff’s claims.

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

24 24. After agreeing to participate in early mediation, Schlage Lock informally produced
25 documents and information relevant to the claims alleged in advance of mediation, including without
26 limitation timekeeping and payroll data for a 20% sampling of the putative class. Additionally, Schlage
27 Lock produced information and data points needed for a fruitful mediation, including without limitation,
28 the number of employees, workweeks at issue, pay periods at issue, meal and rest period policies and
procedures, and payroll policies. After a review and analysis of the documents and information produced

1 by Schlage Lock, Class Counsel drew on their extensive experience in similar cases to assess the strengths
2 and weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and value of
3 Plaintiff's claims and Schlage Lock's defenses thereto, if a settlement could not be reached.

4 25. On April 18, 2023, a mediation was held with Steve Pearl, a well-respected wage and hour
5 class action mediator. During mediation, the parties vigorously debated their opposing legal positions,
6 the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses.
7 Ultimately, the Parties agreed on a class-wide resolution that included Plaintiff filing an amended
8 complaint adding causes of action for wage statement penalties and civil penalties under the PAGA. In
9 the weeks that followed, the parties finalized the terms of settlement and executed the Stipulation of Class
10 Action and PAGA Settlement ("Settlement").

11 26. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for
12 Preliminary Approval on June 30, 2023. On September 6, 2023, the Court signed an Order Granting
13 Preliminary Approval of the Settlement. A true and correct copy of the Order Granting Preliminary
14 Approval is attached hereto as **Exhibit A**.

15 27. The Settlement Class encompasses: All current and former non-exempt employees of
16 Defendant Schlage Lock Company, LLC who worked at any time in California during the Class Period.
17 The Class Period is January 8, 2019 through June 17, 2023.

18 28. After disbursement, Settlement Class Members will have 180 days to cash their checks.
19 See Settlement ¶ 5.E. Funds remaining unclaimed will be distributed to the California State Controller's
20 Office – Unclaimed Property Fund in the name of the Settlement Class Member.

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

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

28 31. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over
one year without receiving any compensation to date. To date, my law firm and co-counsel's firm, Haines

1 Law Group, APC have incurred \$\$13,033.08 in actual costs and have devoted substantial time to this
2 litigation and expect to incur approximately \$545.00 in future costs for filing the instant motion, filing
3 the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or
4 court costs for future court appearances for a total of \$13,578.08. Attached hereto as **Exhibit B** is an
5 Expense Summary reflecting these costs, which include but are not limited to: filing fees, messenger fees,
6 service fees, copying costs (at \$.06 per page), mediation fees, and postage.

7 32. My experience in matters similar to this one was integral in evaluating the strengths and
8 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
9 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
10 federal law, as well as the procedural law of class action litigation. This case involved legal issues
11 including the propriety of statutory penalties.

12 33. Given the considerable potential for adverse outcomes in this case, including, but not
13 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
14 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other
15 practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated
16 for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not
17 responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if
18 Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in
19 this matter, my firm and co-counsel firm will have litigated this case for well over two years with no
20 payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed
21 above, Class Counsel has advanced a total of \$\$13,033.08 in actual costs and have devoted substantial
22 time to this litigation and expect to incur approximately \$545.00 in future costs for filing the instant
23 motion, filing the final declaration regarding distribution of settlement, service and messenger fees,
24 postage fees, and/or court costs for future court appearances for a total of \$13,578.08 in litigation costs
25 on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the
26 event Plaintiff did not prevail in this lawsuit.

27 34. In this case, Class Counsel have a lodestar of **\$121,297.50** which is 1.21 times more than
28 the \$100,000.00 fee request. The following is a general summary showing the number of hours of work
performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$750	65.7	\$49,275.00
Elizabeth Nguyen (17th Year Attorney)	\$650	44.1	\$28,665.00
Paul K. Haines (16th Year Attorney)	\$675	18.8	\$12,690.00
Milan Moore (7th Year Attorney)	\$450	62.9	\$28,305.00
Paralegals	\$175	13.5	\$2,362.50
Total Lodestar			\$121,297.50

35. My proposed hourly rate of \$750, Ms. Nguyen's proposed hourly rate of \$650, Mr. Haines' proposed hourly rate of \$675, and Ms. Moore's proposed hourly rate of \$450 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 25th year attorney is \$997, the hourly rate for a 16th and 17th year attorney is \$829, and the hourly rate for a 7th year attorney is \$508.

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

of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement)

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

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

39. Here, analyzing those factors weigh in favor of approving Plaintiff's requested service award of \$5,000.00 because request is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of Settlement Class Members. The requested service award is intended to recognize the time and effort that Plaintiff expended on behalf of the Settlement Class prior to his death, including providing substantial factual information and documents to Class Counsel, attending multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation. Plaintiff understood that the lawsuit is a matter of public record and being part of the lawsuit could stigmatize him and/or affect future employment. Plaintiff also understood the risk that he could be liable for Defendant's costs if he lost the case. Plaintiff accepted these risks and burdens because he wanted Defendants to compensate their current and former employees for unpaid wages. Plaintiff estimates he spent between 6-9 hours on activities related to this case. Moreover, Plaintiff has agreed to release, in addition to the released claims included within the Settlement, all claims, whether known or unknown, under federal, state, or local law

1 against Defendant and the Released Parties. Plaintiff's release includes unknown claims, and that he is,
2 as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code. *See*
3 Settlement ¶ 3.E.

4 40. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
5 Workforce Development Agency ("LWDA") via its website on June 30, 2023 the same day that he filed
6 the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached hereto
7 as **Exhibit D**. On September 15, 2023, Plaintiff submitted a copy of the Order granting preliminary
8 approval on the LWDA via its website. A true and correct copy of the proof of service is attached hereto
9 as **Exhibit E**.

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

14 42. As of the date of the filing of this Declaration, I am not aware of any other pending class,
15 representative or other collective action that would be affected by the approval of this settlement.

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

18 Executed on December 18, 2023, at El Segundo, California.

19
20 
21 Scott M. Lidman

EXHIBIT A

EXHIBIT A

ORIGINAL

LIDMAN LAW, APC
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Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JAVIER MARTINEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JAVIER MARTINEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SCHLAGE LOCK COMPANY, LLC, a
Delaware limited liability company, and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2218620

*[Assigned for all purposes to Hon. Joseph T.
Ortiz, Department S-17]*

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

Date: September 6, 2023
Time: 8:30 a.m.
Dept.: S-17

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP - 6 2023

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

FILED

1 The Motion of Plaintiff Javier Martinez ("Plaintiff") for Preliminary Approval of
2 Class Action Settlement ("Motion") came on regularly for hearing before this Court on
3 September 6, 2023 at 8:30 a.m. in Department S-17. The Court, having considered the proposed
4 Stipulation of Settlement (the "Settlement"), attached as **Exhibit 2** to the Declaration of Scott M.
5 Lidman filed concurrently with the Motion; having considered Plaintiff's Motion, Memorandum
6 of Points and Authorities in support thereof, and supporting declarations filed therewith;
7 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 Schlage Lock
16 Company, LLC who worked at any time in California during the Class
17 Period.

18 2. For purposes of the Settlement, the "Class Period" shall mean the time period
19 between January 8, 2019 and either: June 17, 2023 or the date of preliminary approval by the
20 Court of this Settlement Agreement, whichever is sooner.

21 3. The First Amended Complaint attached as Exhibit 1 to the Declaration of Scott
22 M. Lidman is hereby approved and shall be filed by Plaintiff Javier Martinez within 10 court
23 days of this Order being signed by the Court.

24 4. For purposes of the Settlement, the Court designates named Plaintiff Javier
25 Martinez as Class Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of
26 Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

27 3. The Court designates Phoenix Settlement Administrators ("Phoenix") as the third-
28

1 party Settlement Administrator for mailing notices.

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

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

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

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

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

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

24 10. The Final Fairness Hearing on the question of whether the Settlement should be
25 finally approved as fair, reasonable, and adequate is scheduled in Department S-17 of this Court,
26 located at 247 West Third Street, San Bernardino, California 92415 on Jan. 11, 2022⁴
27 at 1:30 a.m./ p.m.

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

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	15 calendar 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:	Jan. 11, 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.

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

4 **IT IS SO ORDERED.**

5 Dated: Sept. 6, 2023



Honorable Joseph T. Ortiz
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Javier Martinez v. Schlage Lock Company, LLC

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$7,500.00
Expert Expenses for Analysis for Mediation	\$2,950.00
Filing, Service and Messenger Fees	\$2,466.97
Copying Costs (at 06. Cents/page)	\$3.06
Postage Costs	\$41.05
CourtCall	\$72.00
Anticipated Costs for filing the Final Approval motion, filing final distribution declaration, service fees, copying and postage	\$545.00
TOTAL:	\$13,578.08

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT D

EXHIBIT D

COPY

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Attorneys for Plaintiff
JAVIER MARTINEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JAVIER MARTINEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SCHLAGE LOCK COMPANY, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2218620

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

Date: September 6, 2023
Time: 8:30 a.m.
Dept. S-17

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 30 2023

BY:  Brianna Johnson, Deputy

PROOF OF SERVICE

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

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

On June 30, 2023, I served a copy of the document(s) described as:

1. **PLAINTIFF’S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**
2. **DECLARATION OF SCOTT M. LIDMAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
3. **DECLARATION OF ELIZABETH NGUYEN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
4. **DECLARATION OF MILAN MOORE IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
5. **DECLARATION OF PAUL K. HAINES IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
6. **DECLARATION OF PLAINTIFF JAVIER MARTINEZ IN SUPPORT OF MOTION FOR 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**
8. **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action as follows:

Labor and Workforce Development Agency 1515 Clay Street, Ste. 801 Oakland, CA 94612 http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html
--

(BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency (“LWDA”) by uploading them to the LWDA’s online system, under LWDA Case No. LWDA-CM- 950742-23.

1 (STATE) I declare under penalty of perjury under the laws of the State of California that the
2 above is true and correct.

3 Executed on June 30, 2023 at El Segundo, California.

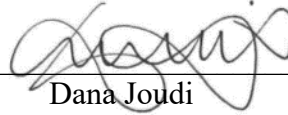
4 
5 Dana Joudi

EXHIBIT E

EXHIBIT E

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Attorneys for Plaintiff
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Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JAVIER MARTINEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JAVIER MARTINEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

SCHLAGE LOCK COMPANY, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2218620

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

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF LOS ANGELES)

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

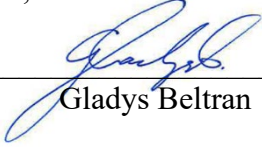
8 On September 15, 2023, I served a copy of the document(s) described as:
9 **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION**
10 **SETTLEMENT** on the interested parties in this action as follows:

11 Labor and Workforce Development Agency
12 1515 Clay Street, Ste. 801
13 Oakland, CA 94612
14 [http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
15 [General-Act.html](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)

16 **(BY ELECTRONIC TRANSMISSION)** I caused a true and correct copy of the document(s)
17 described above to be electronically transmitted to the Labor and Workforce Development
18 Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No.
19 LWDA-CM- 950742-23.

20 **(STATE)** I declare under penalty of perjury under the laws of the State of California that the
21 above is true and correct.

22 Executed on September 15, 2023 at El Segundo, California.

23
24
25
26
27
28


Gladys Beltran