

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

Attorneys for Plaintiffs
DEON GENTRY and DEON GENTRY, JR.

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

Attorneys for Plaintiffs
DEON GENTRY and DEON GENTRY, JR

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

DEON GENTRY and DEON GENTRY, JR.,
as individuals and on behalf of all others
similarly situated,

Plaintiffs,

vs.

PINNACLE DRIVEAWAY, INC., a Wyoming
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CIVSB2314325

*[Assigned for All Purposes to Hon. Christian Towns,
Dept. S-26]*

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

Date: May 12, 2025
Time: 8:30 a.m.
Dept.: S-26

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 Plaintiffs Deon Gentry and Deon Gentry, Jr. ("Plaintiffs"), and the proposed Settlement Class in
4 the above-captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and
6 could 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 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

26
27
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.

27
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 ▶ *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 Plaintiffs 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 June 23, 2023, Plaintiffs filed the instant putative class action complaint against
17 Defendant in San Bernardino County Superior Court alleging the following class action claims against
18 Defendant: (a) failure to pay all minimum wages owed; (b) failure to provide accurate, itemized wage
19 statements; (c) unlawful deductions from wages; (d) failure to reimburse all business expenses; (e) failure
20 to pay all wages upon termination of employment; and (f) unfair business practices. After having
21 exhausted his administrative remedies with the California Labor & Workforce Development Agency
22 (“LWDA”) by way of a letter submitted to the LWDA on June 22, 2023, on August 28, 2023, Plaintiff
23 filed a First Amended Complaint which added a cause of action seeking civil penalties under the
24 California Labor Code Private Attorney General Act (“PAGA”).

25 11. As explained in detail in the Motion for Preliminary Approval, Plaintiffs’ primary theories
26 of liability are related to Defendant’s alleged failure to pay for all time worked. Plaintiffs allege that
27 Defendant failed to compensate its non-exempt employees for all time worked. Specifically, Plaintiff
28 alleges that Defendant failed to account for unproductive time spent not actually driving. As a result,

1 Plaintiffs contend that Defendant failed to pay them and other independent contractor drivers for all
2 minimum wages owed.

3 12. Defendant contends that it compensated Settlement Class members for all of their time
4 worked, as they were paid per trip which included each and every activity and minute they spent
5 performing their jobs. Defendant further asserts that Plaintiff would be unable to certify an unpaid wages
6 class given the individualized inquiries that would be required.

7 13. Plaintiffs further allege that Defendant issued inaccurate wage statements in violation of
8 Labor Code § 226. Specifically, Plaintiffs contend that because they were misclassified as independent
9 contractors, the pay statements they received did not fully comply with Labor Code § 226(a).

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

14 15. Plaintiffs allege that Defendant is also liable for waiting time penalties under Labor Code
15 section 203 as a result of its failure to pay all wages upon separation of employment. Based on the data
16 provided by Defendant, there were approximately 255 Settlement Class Members who separated their
17 employment with Defendant during the relevant time period who could be entitled to waiting time
18 penalties.

19 16. Defendant asserts it has strong defenses to the waiting time claim because there exist good-
20 faith disputes as to Plaintiffs’ underlying claims, precluding imposition of penalties. Defendant also asserts
21 that the exposure is highly inflated because work for the drivers was very intermittent such that they did
22 not regularly work, and that the hourly rate is also highly inflated.

23 17. Plaintiffs allege that Defendant required its employees to incur certain business expenses
24 and/or had deductions taken from their pay to cover expenses. Plaintiffs further allege that Defendants
25 knew or should have known that Plaintiffs and the other drivers were necessarily incurring expenses due
26 to their classification as independent contractors.

27 18. Defendant contends that despite any deduction, the class members received significantly
28 more than minimum wage such that there can be no liability since it is a matter of contract. Defendant
further contends that any purportedly necessary expenses incurred by drivers were minimal.

1 19. Plaintiffs also seek civil penalties under the PAGA as a result of the foregoing alleged
2 Labor Code violations, including the misclassification itself.

3 20. Defendant argues that Plaintiffs' PAGA claim will fail for the same reasons that his
4 underlying claims will fail. Defendant also maintains that, given its good faith defenses, this Court would
5 exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for
6 any of Plaintiff's claims.

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

13 22. After agreeing to participate in private mediation, Defendant informally produced
14 documents and information relevant to the claims alleged in advance of mediation, including without
15 limitation the relevant independent contractor agreement, data regarding the amount of deductions made
16 from payments to the class members, data regarding miles driven by the class members, data regarding
17 pay rates and amount, the number of settlement statements provided during the relevant class and PAGA
18 periods, as well as financial documents and information regarding Defendant's financial status. After a
19 review and analysis of the documents and information produced by Defendant, Class Counsel drew on
20 their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case. *Id.*
21 This discovery allowed the parties to assess the merits and value of Plaintiffs' claims and Defendant's
22 defenses thereto, if a settlement could not be reached.

23 23. In light of Defendant's financial status, the Parties selected former U.S. Bankruptcy Judge
24 and current mediator, Hon. Mitchell Goldberg, as he could assist the Parties in evaluating Defendant's
25 financial status and ability to pay a settlement and/or eventual judgment. After Defendant shared in
26 advance of mediation various financial documents to Judge Goldberg and participated in several
27 conference calls, on June 14, 2024, a mediation was held. During mediation, the parties vigorously
28 debated their opposing legal positions, the likelihood of certification of Plaintiffs' claims, the legal basis
for the claims and defenses, and Defendant's financial stability. Ultimately, through a mediator's

proposal, 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”).

24. Plaintiffs submitted the Stipulation of Settlement to the Court with their Motion for Preliminary Approval on August 29, 2024. On January 10, 2025, the Court signed an Order Granting Preliminary Approval of the Settlement. A true and correct copy of the Order Granting Preliminary Approval is attached hereto as **Exhibit A**.

25. The Settlement Class encompasses: All current and former drivers classified by Defendant Pinnacle Driveaway, Inc. as independent contractors during the Class Period and: (i) who drove more than 50% of their miles within California; and/or (ii) who did not drive a majority of miles in any single state but were assigned to a California terminal. The Class Period is June 23, 2019 through June 30, 2024.

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

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

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

29. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over two years without receiving any compensation to date. To date, my law firm and/or co-counsel firm, has incurred \$10,106.75 in actual costs and have devoted substantial time to this litigation and expect to incur approximately \$545.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of \$10,651.75. Attached hereto as **Exhibit B** is an Expense Summary reflecting these costs, which include but are not limited to: filing fees, messenger fees, service fees, copying costs (at \$.06 per page), mediation fees, and postage.

30. My experience in matters similar to this one was integral in evaluating the strengths and

weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. This case involved legal issues including the propriety of statutory penalties.

31. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiffs were not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiffs were successful. By the time I (or someone from my firm and/or co-counsel firm) attend the final approval hearing in this matter, my firm will have litigated this case for well over two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced a total of \$10,106.75 in actual costs and have devoted substantial time to this litigation and expect to incur approximately \$545.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of \$10,651.75 in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiffs did not prevail in this lawsuit.

32. In this case, Class Counsel have a lodestar of **\$129,552.50** which results in a multiplier of 1.03 times the \$125,000.00 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 firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$900	77.1	\$69,390
Paul K. Haines (17th Year Attorney)	\$800	14.8	\$11,840
Milan Moore (7th Year Attorney)	\$650	69.9	\$45,435
Paralegals	\$175	16.5	\$2,887.50
Total Lodestar			\$129,552.50

33. My proposed hourly rate of \$900, Ms. Haines' proposed hourly rate of \$800, and Ms. Moore's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 25th year attorney is \$997, the hourly rate for a 17th year attorney is \$829, and the hourly rate for a 7th year attorney is \$508.

34. 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)

35. 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%).

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

8 37. Here, analyzing those factors weigh in favor of approving Plaintiffs' requested service
9 awards of \$7,500.00 each because request is reasonable given Plaintiffs' efforts in this case and the risks
10 she undertook on behalf of Settlement Class Members. The requested service award is intended to
11 recognize the time and effort that Plaintiffs expended on behalf of the Settlement Class. Plaintiffs
12 provided substantial factual information and documents to Class Counsel, attended multiple meetings with
13 Class Counsel to discuss the claims and theories at issue in the litigation, and was available during the
14 mediation. Plaintiffs each estimate they spent between 8-10 hours on activities related to this case.

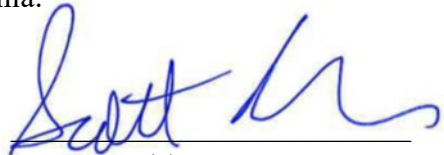
15 38. Plaintiffs submitted the proposed Settlement Agreement on the California Labor &
16 Workforce Development Agency ("LWDA") via its website on August 29, 2024. A true and correct
17 copy of the proof of service is attached hereto as **Exhibit D**. On January 29, 2025, Plaintiffs submitted a
18 copy of the Order granting preliminary approval on the LWDA via its website. A true and correct copy
19 of the proof of service is attached hereto as **Exhibit E**.

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

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

26 I declare under penalty of perjury under the laws of the State of California that the foregoing is
27 true and correct.
28

Executed on April 17, 2025, at El Segundo, California.



Scott M. Lidman

EXHIBIT A

EXHIBIT A

ORIGINAL

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

Attorneys for Plaintiffs
DEON GENTRY and DEON GENTRY, JR.

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

Attorneys for Plaintiffs
DEON GENTRY and DEON GENTRY, JR.

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

DEON GENTRY and DEON GENTRY, JR.,
as individuals and on behalf of all others
similarly situated,

Plaintiffs,

vs.

PINNACLE DRIVEAWAY, INC., a
Wyoming corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. CIVSB2314325

[Assigned for All Purposes to ~~Hon. Jessica~~
~~Morgan~~, Dept. S-26]

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

Date: January 10, 2025
Time: 9:00 a.m.
Dept.: S-26

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
CIVIL DIVISION

JAN 10 2025

By: Stephanie Reed
Stephanie Reed, Deputy

1 The Motion of Plaintiffs Deon Gentry and Deon Gentry, Jr. (collectively, "Plaintiffs") for
2 Preliminary Approval of Class Action Settlement ("Motion") came on regularly for hearing before
3 this Court on January 10, 2025 at 9:00 a.m. a.m. in Department S-26. The Court, having
4 considered the proposed Stipulation of Class Action and PAGA Settlement (the "Settlement"),
5 attached as **Exhibit 1** to the Declaration of Scott M. Lidman filed concurrently with the Motion;
6 having considered Plaintiff's Motion, Memorandum of Points and Authorities in support thereof,
7 and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE
8 FOLLOWING:

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

16 All current and former drivers classified by Defendant Pinnacle Driveway,
17 Inc. as independent contractors during the Class Period and: (i) who drove
18 more than 50% of their miles within California; and/or (ii) who did not drive
19 a majority of miles in any single state but were assigned to a California
terminal.

20 2. For purposes of the Settlement, the "Class Period" shall mean the time period
21 between June 23, 2019 and June 30, 2024.

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

25 3. The Court designates Phoenix Settlement Administrators ("Phoenix") as the third-
26 party Settlement Administrator for mailing notices.

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

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

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

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

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

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

23 10. The Final Fairness Hearing on the question of whether the Settlement should be
24 finally approved as fair, reasonable, and adequate is scheduled in Department S-26 of this Court,
25 located at 247 W 3rd St., San Bernardino, California 92408 on 5/12, 2024 at
26 8:30 a.m./ p.m. 2025

27 11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement
28

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

6 12. Counsel for the parties shall file memoranda, declarations, or other statements and
7 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
8 expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA
9 for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code
10 of Civil Procedure and the California Rules of Court.

11 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:	5/12 / . 2024 2025

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

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

18 //

19 //

1 IT IS SO ORDERED.
2

3 Dated: 1.10.2024 2025

C. Towns
Honorble ~~Jessica Morgan~~ Christian Towns
Judge of the Superior Court

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

EXHIBIT B

Expense Summary
Deon Gentry and Deon Gentry, Jr. v. Pinnacle Driveway, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$7,575.00
Filing Fees	\$2,360.90
Service Fees	\$91.92
Copying Costs (at 06. Cents/page)	\$16.92
Postage Costs	\$62.01
Anticipated Costs for filing the Final Approval motion, filing final distribution declaration, service fees, copying and postage	\$545.00
TOTAL:	\$10,651.75

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 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
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

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)

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

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

EXHIBIT D

EXHIBIT D

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)

slidman@lidmanlaw.com

Milan Moore (SBN 308095)

mmoore@lidmanlaw.com

Tiara Gose-Hardy (SBN 323823)

tgose@lidmanlaw.com

2155 Campus Drive, Suite 150

El Segundo, California 90245

Tel: (424) 322-4772

Fax: (424) 322-4775

Attorneys for Plaintiffs

DEON GENTRY and DEON GENTRY, JR.

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)

phaines@haineslawgroup.com

2155 Campus Drive, Suite 180

El Segundo, California 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

Attorneys for Plaintiffs

DEON GENTRY and DEON GENTRY, JR.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DEON GENTRY and DEON GENTRY, JR., as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PINNACLE DRIVEAWAY, INC., a Wyoming
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2314325

**PROOF OF SERVICE ON THE LWDA
RE: PLAINTIFFS' NOTICE OF
MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: S-26

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 August 29, 2024, I served the foregoing document(s) described as:

- 1. Stipulation of Class Action and PAGA Settlement**
- 2. Plaintiffs' 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 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 Deon Gentry in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement**
- 7. Declaration of Deon Gentry, Jr. in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement**
- 8. Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement**
- 9. [Proposed] Order Granting Preliminary Approval of Class Action Settlement**

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

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

(BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-963840-23.

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

//

Executed on August 29, 2024, at El Segundo, California.



Marilyn Ajanel

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, August 29, 2024 2:11:18 PM

08/29/2024 02:09:43 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT E

EXHIBIT E

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiffs
DEON GENTRY and DEON GENTRY, JR.

HAINES LAW GROUP, APC

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

Attorneys for Plaintiffs
DEON GENTRY and DEON GENTRY, JR.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DEON GENTRY and DEON GENTRY, JR., as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PINNACLE DRIVEAWAY, INC., a Wyoming
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2314325

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

PROOF OF SERVICE

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

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

On January 29, 2025, I served the foregoing document(s) described as:

1. Order Granting Preliminary Approval of Class Action Settlement

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

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

[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-963840-23.

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

Executed on January 29, 2025, at El Segundo, California.



Marilyn Ajanel

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Wednesday, January 29, 2025 5:23:43 PM

01/29/2025 05:23:21 PM

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