

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 Plaintiff
ANA RODRIGUEZ TAPIA

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

Attorneys for Plaintiff
ANA RODRIGUEZ TAPIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

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

Plaintiff,

vs.

FRANCO WHOLE FOODS, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 37-2023-00046908-CU-OE-CTL

*[Assigned for all purposes to the Hon. Gregory
W. Pollack, Dept. C-71]*

**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: October 10, 2025

Time: 9:30 a.m.

Dept.: C-71

Complaint Filed: October 27, 2023

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Ana Rodriguez Tapia (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am admitted
5 to practice in this Court. I have personal knowledge of the facts stated in this declaration and could
6 testify competently to them if called upon to do so.

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

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

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

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
28

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

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

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

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

- 1 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
14 KSC, United States District Court, Southern District of California.⁴
- 15 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
16 of Solano, Honorable Paul Berman, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23
- 24
- 25

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

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

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

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

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

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

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

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

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

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

1 10. On October 27, 2023, Plaintiff filed a putative class action complaint against Defendant
2 in San Diego County Superior Court. On October 30, 2023, Plaintiff submitted a letter to the California
3 Labor & Workforce Development Agency (“LWDA”) and Defendant advising of her intention of filing
4 a PAGA claim based on the Labor Code violations alleged in his operative complaint. On January 4,
5 2024, Plaintiff filed a First Amended Class Action and Representative Action Complaint. The primary
6 allegations are that Defendant: (1) failed to pay all overtime wages owed; (2) failed to pay all minimum
7 wages owed; (3) failed to provide meal periods; (4) failed to authorize and permit all rest periods; (5)
8 failed to provide accurate, itemized wage statements; (6) failed to pay all wages upon termination; (7)
9 engaged in unfair competition; and (8) is liable for civil penalties under the California Labor Code
10 Private Attorneys General Act of 2004 (“PAGA”).

11 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary
12 theories of liability are related to Defendant’s alleged failure to pay Settlement Class members for all
13 time worked and its alleged failure provide Settlement Class members all legally compliant duty-free
14 meal and rest periods. Plaintiff alleges that she and Settlement Class Members were not fully
15 compensated for all of their time worked. Plaintiff was required by Defendant to arrive to work
16 approximately 10 to 15 minutes prior to clocking in and the start of her scheduled shift in order to don
17 her safety gear and complete stretches. However, despite being under Defendant’s direction and
18 control during this time, Defendant only paid Plaintiff from the time she clocked in and failed to pay
19 Plaintiff for the time she was required by Defendant to don her safety gear and stretch. Further, Plaintiff
20 was required to doff her safety gear after clocking out. As a result of Defendant’s policies and
21 practices, Plaintiff and Settlement Class Members were routinely underpaid for their time worked.

22 12. Defendant contends that it compensated Settlement Class members for all of their time
23 worked. Defendant also contends that any unpaid time was *de minimis* and therefore non-compensable.
24 Defendant further asserts that Plaintiff would be unable to certify this class given the individualized
25 inquiries that would be required.

26 //
27
28

1 13. Plaintiff alleges that she and Settlement Class Members were not provided with all
2 legally-required off-duty first meal periods beginning before the end of the fifth hour of work.
3 Specifically, due to the work demands imposed by Defendant, Plaintiff alleges she was often prevented
4 from taking meal periods that commenced before the end of the fifth hour of work. Further, Defendant
5 required Plaintiff to remove her safety gear when taking a meal period and then put such gear back on
6 before she returned to work from her meal period. Plaintiff was required to doff her safety gear after
7 clocking out for her meal period and to don her safety gear prior to clocking back in from her meal
8 period. Plaintiff was required to clock in and be ready to work within 30 minutes, meaning Plaintiff had
9 to cut her meal period short, to approximately 25 minutes, in order to have time to put her safety
10 equipment back on and clock in to be ready to work within 30 minutes. This resulted in Plaintiff not
11 being provided a full 30 minutes of duty-free time for her meal periods.

12 14. Defendant argues that it has always provided non-exempt employees with an opportunity
13 to take legally compliant meal periods, and any non-compliant meal periods reflected in employee
14 timekeeping records, if any, were solely the result of employee choice, rather than any policy or practice
15 of Defendant. Defendant points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53
16 Cal. 4th 1004, it is only required to “provide” the opportunity to take meal periods, not “ensure” meal
17 periods are taken, and that they have always done so. Further, Defendant argues that Settlement Class
18 members were allowed a full 30 minutes for meal periods. Finally, Defendant contends that Plaintiff’s
19 meal period claim is not suited for class certification since individual inquiries would be required to
20 assess which employees took non-compliant meal periods, how many meal periods were non-compliant
21 or missed, and the reasons why a particular employee took a non-compliant meal period or missed a
22 meal period during a particular shift.

23 15. Plaintiff alleges that she and Settlement Class members were also not authorized and
24 permitted to take legally compliant rest periods when they worked shifts in excess of 3.5 hours.
25 Specifically, Defendant failed to provide rest periods of at least 10 minutes. Plaintiff could not take a
26 rest period until she was relieved by the lead, and the employees were required to leave their workstation
27 for rest periods. Similar to meal periods and as a result of having to leave the processing plant, Plaintiff
28

1 was required to don and doff safety gear during the rest periods, resulting in breaks of less than the
2 requisite 10 minutes.

3 16. Defendant contends it has always maintained and enforced lawful rest period policies
4 and practices, and that Settlement Class Members were authorized and permitted to take all off-duty
5 rest periods in compliance with California law. Defendant counters that Plaintiff and Settlement Class
6 members were permitted to take all rest periods and at a full 10 minutes. Defendant argues that
7 Plaintiff's rest period claim is inherently unsuited for class treatment because the claim requires an
8 individualized inquiry into whether each Settlement Class Member was in fact authorized and
9 permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-
10 trials.

11 17. Plaintiff further alleges that Defendant issued inaccurate wage statements in violation
12 of Labor Code § 226 as a result of the alleged unpaid wages and unpaid meal period and rest period
13 premium wages.

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

18 19. Plaintiff alleges that Defendant is also liable for waiting time penalties under Labor Code
19 section 203 as a result of its failure to timely pay all wages upon separation.

20 20. Defendant asserts it has strong defenses to the waiting time claim because there exist
21 good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties.

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

24 22. Since Plaintiff's PAGA claim is a derivative claim based on the underlying claims,
25 Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that her underlying claims
26 will fail. Defendant also maintains that, given its good faith defenses, this Court would exercise its

27 //

1 discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of
2 Plaintiff's claims.

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

9 24. The Parties engaged in both formal and informal discovery. On February 15, 2024,
10 Plaintiff served the following written discovery on Defendant: Form Interrogatories – General (Set
11 One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Special
12 Interrogatories (Set Two), and Requests for Production of Documents (Set One). On April 4, 2024,
13 Defendant served its responses and objections to Plaintiff's discovery requests. After agreeing to
14 participate in private mediation, Defendant informally produced a sampling of timekeeping and payroll
15 data for the putative class, as well as relevant data points, including without limitation, the number of
16 workweeks and pay periods at issue and total class size. After a detailed review of the payroll and time
17 records for the putative class and other documents and policies produced by Defendant, Class Counsel
18 drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's
19 case. This informal discovery allowed the parties to assess the merits and value of Plaintiff's claims
20 and Defendant's defenses thereto, if a settlement could not be reached.

21 25. On November 13, 2024, after extensive research and analysis, a full-day mediation was
22 held with Daniel J. Turner, a well-respected wage and hour class action mediator. During mediation,
23 the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's
24 claims, and the legal basis for the claims and defenses. Ultimately, through the mediator's proposal,
25 the parties were able to reach a class-wide settlement at mediation. In the months that followed, the
26 parties finalized the terms of settlement and executed the Stipulation of Settlement ("Settlement").

27 //

1 26. Plaintiff submitted the Settlement to the Court and the LWDA with his Motion for
2 Preliminary Approval on April 23, 2025. On May 23, 2025, the Court granted preliminary approval of
3 the class action settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Order
4 Granting Preliminary Approval.

5 27. The Settlement Class encompasses: all current and former non-exempt direct-hire and
6 non-direct hire employees of Defendant Franco Whole Foods, LLC who worked in the State of
7 California during the Class Period. The Class Period means the time period of October 27, 2019 through
8 March 11, 2025.

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

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

14 30. My law firm's and co-counsel's work on this case includes, but is not limited to:
15 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research,
16 propounding and reviewing formal written discovery, analyzing Plaintiff's timekeeping data and
17 payroll records, preparing for and attending mediation, negotiating and revising the long-form
18 Settlement, preparing the Motion for Preliminary Approval, preparing this Motion, and otherwise
19 litigating the case.

20 31. As discussed above, this case presented significant risk as to both class certification and
21 merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating
22 Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this
23 litigation and expending considerable effort, all while working on a pure contingency basis. Since
24 undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without
25 receiving any compensation for almost two years. During this time, Class Counsel have expended a
26 total of \$8,842.30 in actual costs and have devoted substantial time to this litigation and expect to incur
27 approximately \$450.00 in future costs for filing the final declaration regarding distribution of
28

1 settlement, service and messenger fees, postage fees, and/or online fees to retrieve conformed copies
2 of documents. This includes total costs incurred by both law firms. Class Counsel seek to be reimbursed
3 a total of \$9,292.30 in litigation costs. A true and correct copy of my firm and co-counsel's firm's
4 costs is attached hereto as **Exhibit B**. Class Counsel's request is fair, adequate, and reasonable, as all
5 of these costs are documented and reasonably incurred.

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

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
15 other practical challenges. There was a real risk that my firm and co-counsel's firm would not be
16 compensated for our work, because our firms handled this matter on a purely contingent basis. Thus,
17 Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover
18 attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final
19 approval hearing in this matter, my firm and co-counsel firm will have litigated this case for nearly two
20 years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful.
21 Moreover, as discussed above, Class Counsel has advanced a total of \$8,842.30 (and anticipate
22 incurring an additional \$450.00 in actual costs in connection with filing the motion for final approval
23 and filing the final distribution declaration(s) and related tasks) for a total of \$9,292.30 in litigation
24 costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs
25 in the event Plaintiff did not prevail in this lawsuit.

26 //

34. In this case, Class Counsel have a lodestar of \$159,910.0 without the use of any multiplies, which is 1.45 times more than the requested fee of \$110,000.00. 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 (26 Year Attorney)	\$900	75.2	\$67,680
Paul K. Haines (18 Year Attorney)	\$800	20.5	\$16,400
Milan Moore (9 Year Attorney)	\$650	84.2	\$54,730
Tiara Gose-Hardy (6 Year Attorney)	\$525	30.4	\$15,960
Paralegals	\$200	25.7	\$5,140
Total Lodestar			\$159,910.00

35. My proposed hourly rate of \$900, Mr. Haines' proposed hourly rate of \$800, Ms. Moore's proposed hourly rate of \$650, and Ms. Gose-Hardy's rate of \$525, 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 20-plus year attorney is \$1,141, the hourly rate for a 18th year attorney is \$948, the hourly rate for a 9th year attorney is \$839, and the hourly rate for a 6th year attorney is \$581.

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. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

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

39. The requested service award to Plaintiff of \$7,500.00 is also reasonable. Plaintiff took on significant risks, including the risk that she could be liable for Defendant's costs if this case was unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things, gathering documents for use in this lawsuit, providing factual information to my firm regarding her claims, and working with Class Counsel on the to prepare for mediation and discuss the case, the merits,

1 the defenses, and the settlement reached. Further, Plaintiff put her future employment prospects at risk
2 by becoming a named Plaintiff in a representee action since the lawsuit is public record and may
3 become known to prospective employers when evaluating her for employment. Additionally, Plaintiff
4 agreed to a general release and a 1542 waiver.

5 40. Plaintiff submitted the Court's Order Granting Preliminary Approval of the Settlement
6 to the LWDA via the LWDA's website on May 28, 2025. A true and correct copy of the proof of
7 service is attached hereto as **Exhibit D**.

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

12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed on September 17, 2025 at El Segundo, California.

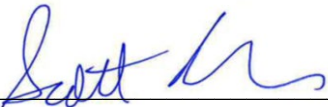
14
15 
16 Scott M. Lidman

EXHIBIT A

EXHIBIT A

RECEIVED
April 23, 2025

FILED
Clerk of the Superior Court

MAY 23 2025

By: V. Contreras, Deputy

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 Plaintiff
ANA RODRIGUEZ TAPIA

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

Attorneys for Plaintiff
ANA RODRIGUEZ TAPIA

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

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

Plaintiff,

vs.

FRANCO WHOLE FOODS, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,
Defendants.

Case No. 37-2023-00046908-CU-OE-CTL

[Assigned for all purposes to the Hon. Gregory
W. Pollack, Dept. C-71]

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

Date: May 23, 2025
Time: 9:30 a.m.
Dept.: C-71

1 The Motion of Plaintiff Ana Rodriguez Tapia ("Plaintiff") for Preliminary Approval of
2 Class Action Settlement ("Motion") came on regularly for hearing before this Court on May 23,
3 2025 at 9:30 a.m. in Department C-71. The Court, having considered the proposed Stipulation of
4 Settlement (the "Settlement"), attached as **Exhibit 2** to the Declaration of Scott M. Lidman filed
5 concurrently with the Motion; having considered Plaintiff's Motion, Memorandum of Points and
6 Authorities in support thereof, and supporting declarations filed therewith; and good cause
7 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 direct-hire and non-direct hire
16 employees of Defendant Franco Whole Foods, LLC who worked in the
17 State of California during the Class Period.

18 2. For purposes of the Settlement, the "Class Period" shall mean the time period of
19 October 27, 2019 through March 11, 2025.

20 3. For purposes of the Settlement, the Court designates named Plaintiff Ana
21 Rodriguez Tapia as Class Representative, and Scott M. Lidman, Milan Moore, and Tiara Gose-
22 Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

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

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

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

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

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

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

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

20 10. The Final Fairness Hearing on the question of whether the Settlement should be
21 finally approved as fair, reasonable, and adequate is scheduled in Department C-71 of this Court,
22 located at 330 West Broadway, San Diego, CA 92101 on 10/10/25, 2025 at 9:30am
23 a.m./ p.m. *J. 1-7b*

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

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

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

8 13. An implementation schedule is below:

9 Event	Date
10 Defendant to provide Class Data to Settlement Administrator	10 business days after the Court enters an order granting preliminary approval.
11 Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Data from Defendant
12 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
14 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
16 Final Fairness Hearing:	<u>10/10</u> , 2025 @ 9:30 a.m.

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

20 //

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
6 Dated: _____, 2025


Honorable Gregory W. Pollack
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Ana Rodriguez Tapia v. Franco Whole Foods, LLC

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$6,375.00
Filing and Jury Fees	\$1,868.08
Service, Messenger, and Postage Costs	\$561.97
Copying Costs	\$25.25
Document Purchase Fees	\$12.00
Anticipated Costs for filing instant motion, service fees, copying and postage	\$450.00
TOTAL:	\$9,292.30

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 Plaintiff
ANA RODRIGUEZ TAPIA

HAINES LAW GROUP, APC

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

Attorneys for Plaintiff
ANA RODRIGUEZ TAPIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

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

Plaintiff,

vs.

FRANCO WHOLE FOODS, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 37-2023-00046908-CU-OE-
CTL

*[Assigned for all purposes to the Hon.
Gregory W. Pollack, Dept. C-71]*

**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, CA 90245 El Segundo, California 90245.

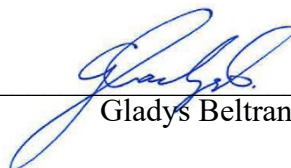
On May 28, 2025, I served the foregoing document(s) described as: **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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

[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-990760-23.

[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 May 28, 2025, at El Segundo, California.



Gladys Beltran