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FATIMA FLORES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FATIMA FLORES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

A.I. FOODS CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 22STCV27843

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

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

Date: July 23, 2024

Time: 10:00 a.m.

Dept.: SSC-7

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

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

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

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

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

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
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 August 26, 2022, Plaintiff filed the instant putative class action complaint. On
2 October 12, 2023, pursuant to the terms of the settlement, Plaintiff submitted a letter to the California
3 Labor & Workforce Development Agency (“LWDA”) and A.I. Foods of her intention of filing a PAGA
4 claim based on the labor code violations as alleged in her complaint. The Parties intend to submit a
5 stipulation permitting, subject to Court approval, to file a First Amended Class and Representative
6 Action Complaint Amended Complaint after PAGA exhausts adding causes of action for: (i) wage
7 statement violations; (ii) waiting time penalties; and (iii) civil penalties under the PAGA.

8 11. In advance of mediation, A.I. Foods produced a 20% sampling timekeeping and payroll
9 data for the putative class, as well as its wage and hour policies and other relevant documents and
10 information relevant to the claims alleged. Specifically, Plaintiff received a list of unique Employee ID
11 numbers for 132 employees. The Parties agreed that Plaintiff’s sample shall represent 20% of the total
12 Employee ID numbers. Using Excel’s “RAND” function which randomly generates a value between 0
13 and 1, each of the 132 Employee ID numbers was randomly assigned such a value. After the random
14 assignment, the list of Employee ID numbers was sorted in ascending order according to the values
15 randomly assigned. After the list was sorted, Plaintiff selected the agreed upon 20% sampling.

16 In addition to the representative sampling, A.I. Foods produced key data points and all relevant
17 written wage and hour policies in effect during the relevant time periods. Specifically, Plaintiff was
18 provided with the following:

- 19 • Plaintiff’s personnel files and timekeeping and payroll documents;
- 20 • Key data points, including total number of employees, workweeks, and pay periods during
21 the relevant time period;
- 22 • Exemplars of the wage statements provided during the relevant time period;
- 23 • A.I. Foods’ Meal & Rest Period Policy;
- 24 • A.I. Foods’ job descriptions;
- 25 • A.I. Foods’ Employee Handbook for 2023;

26 This information coupled with the representative data sampling, enabled Plaintiff to extrapolate
27 to the entire class and aided in Plaintiff’s creation of a class-wide exposure model for all the claims at
28 issue, including unpaid wages and penalties potentially owed for alleged minimum and overtime wages,

1 and meal and rest and unpaid wages violations. Ultimately, this discovery allowed the parties to assess
2 the merits and value of Plaintiff's claims and A.I. Foods' defenses thereto.

3 12. On June 30, 2023, a mediation was held with Kelly Knight, Esq. a well-respected
4 mediator with ADR Services, Inc. During mediation, the parties vigorously debated their opposing
5 legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims
6 and defenses.

7 13. Plaintiff filed the Settlement to the Court with her Motion for Preliminary Approval on
8 December 8, 2023. Subsequently on March 18, 2024, the Court granted preliminary approval of the
9 class action settlement, approving the Settlement. Attached hereto as **Exhibit A** is a true and correct
10 copy of the Order Granting Preliminary Approval.

11 14. According to A.I. Foods, there are 127 total Settlement Class members defined as: "All
12 current and former non-exempt, hourly employees of Defendant A.I. Foods Corporation who worked at
13 any time in California between August 26, 2018 and May 17, 2023."

14 15. The proposed PAGA Employees is defined as "All current and former non-exempt,
15 hourly employees of Defendant A.I. Foods Corporation who worked at any time in California between
16 August 26, 2021 and May 17, 2023."

17 16. Therefore, Plaintiff's primary claims/allegations are that A.I. Foods: (1) failed to pay
18 all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally
19 required meal periods; (4) failed to authorize and permit all legally required rest periods; (5) failed to
20 provide accurate, itemized wage statements; (6) engaged in unlawful business practices; (7) failed to
21 pay all wages upon separation of employment; and (8) is liable for civil penalties under the Labor Code
22 Private Attorneys General Act of 2004 ("PAGA").

23 17. As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary
24 theories of liability are related to A.I. Foods' alleged failure to pay Settlement Class members for all
25 time worked and its alleged failure provide Settlement Class members all legally compliant duty-free
26 meal and rest periods. Specifically, Plaintiff alleges the Class Members were not fully compensated
27 for all of their time worked due to unlawful shaving of time worked and/or rounding such that they
28

1 would not be fully paid for all time worked. Plaintiff also alleges that this practice was not-even handed
2 over time and would almost exclusively benefit A.I. Foods and the employees were routinely underpaid
3 for their time worked. Indeed, based on Plaintiff's review of the timekeeping and payroll data produced
4 in connection with mediation, it appeared that 58% of the relevant pay periods had an underpayment
5 to the employees due to rounding and that on average Class Members were underpaid about 2 minutes
6 per shift. Additionally, Plaintiff alleges that A.I. Foods required her and other Class Members were
7 subject to temperature checks in connection with the COVID-19 pandemic but failed to compensate
8 them for such time, which took approximately 5 minutes to complete.

9 18. A.I. Foods contends that it compensated Class Members for all of their time worked.
10 A.I. Foods also contends that its rounding practices were lawful, and any unpaid time was *de minimis*
11 and therefore non-compensable. A.I. Foods also contends that the temperature checks took seconds
12 not minutes and was compensated time. A.I. Foods further asserts that Plaintiff would be unable to
13 certify a rounding class given the individualized inquiries that would be required, and also that A.I.
14 Foods' rounding policy/mechanism was, according to it, neutral on its face and in its application.

15 19. Plaintiff alleges that Class Members were not provided with all legally-compliant first
16 meal periods beginning before the end of the fifth hour of work. Specifically, Plaintiff alleges that as
17 a result of the work demands imposed by A.I. Foods, the Settlement Class Members were not provided
18 a full uninterrupted 30-minute meal period before the end of the fifth hour of work. Based on a review
19 of the timekeeping data, there was an approximate 68.1% violation rate, with the majority of the
20 violations being for short meal periods. Additionally, it appeared to be a virtual 100% violation rate
21 for second meal periods.

22 20. A.I. Foods counters that it has always maintained a lawful meal period policy and
23 provided non-exempt employees with an opportunity to take legally compliant meal periods, and any
24 non-compliant meal periods reflected in employee timekeeping records were solely the result of
25 employee choice, rather than any policy or practice of A.I. Foods. Further, A.I. Foods points out that
26 it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are
27 taken, and that they have always done so. Finally, A.I. Foods contends Plaintiff's meal period claim
28

1 is not suited for class certification, since individual inquiries would be required to assess which
2 employees took non-compliant meal periods, how many meal periods were non-compliant or missed,
3 and the reasons why a particular employee took a non-compliant meal period or missed a meal period
4 during a particular shift.

5 21. Plaintiff alleges that the Class Members were not authorized and permitted to take all
6 required rest periods due to A.I. Foods' rest period policies and practices. Specifically, Plaintiff
7 contends A.I. Foods failed to authorize second and/or third rest periods on shifts worked in excess of
8 6.0 and/or 10.0 hours. Based on Plaintiff's review of the timekeeping records, virtually all of the shifts
9 worked during the relevant time period were in excess of 6.0 hours.

10 22. A.I. Foods contends that its policies and procedures authorized and permitted
11 Settlement Class Members to take all off-duty rest periods in compliance with California law. A.I.
12 Foods also argues that Plaintiff's rest period claim is inherently unsuited for class treatment as it
13 requires an individualized inquiry into whether each Settlement Class Member was in fact authorized
14 and permitted to take a compliant rest period, which would evolve into an unmanageable series of
15 mini-trials.

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

21 24. A.I. Foods argues that its alleged wage statement violations could not be shown to be
22 "knowing and intentional," and that Plaintiff cannot show that she or any other employee "suffer[ed]
23 injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
24 imposition of penalties.

25 25. Plaintiff alleges that A.I. Foods is also liable for waiting time penalties under Labor
26 Code section 203 as a result of its failure to timely pay all wages upon separation. There are
27 approximately 75 Class Members who have separated their employment during the relevant time
28

1 period.

2 26. A.I. Foods asserts it has strong defenses to the waiting time claim because there exist
3 good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties.

4 27. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
5 Labor Code violations.

6 28. A.I Foods argues that Plaintiff's PAGA claim will fail for the same reasons that her
7 underlying claims will fail. Linzer also maintains that, given its good faith defenses, this Court would
8 exercise its discretion to substantially reduce any PAGA penalties if it were to find A.I. Foods liable
9 for any of Plaintiff's claims.

10 29. 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 30. In my experience in wage and hour class action matters similar to this one, fee awards
13 generally average around one-third of the gross recovery. My law firm's and co-counsel's work on
14 this case includes, but is not limited to: conducting pre-filing investigation, analyzing Plaintiff's
15 claims, conducting legal research, reviewing A.I. Foods' documents and policies, analyzing
16 timekeeping data and payroll records, creating a comprehensive damages model, preparing for and
17 attending mediation, negotiating and preparing the long-form and Amended Settlement Agreement,
18 preparing the Motions for Preliminary and Final Approval, overseeing the settlement administration
19 process, and otherwise litigating this case.

20 31. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm
21 dedicated substantial resources to this litigation, including expending a total of \$16,362.09, in actual
22 costs, have devoted substantial time to this litigation and expect to incur approximately \$450.00 in
23 future costs for filing the instant motion, filing the final declaration regarding distribution of
24 settlement, Case Anywhere fees, service and messenger fees, postage fees, costs for future
25 appearances. A true and correct copy of my firm's and Haines Law Group's costs summary in this
26 matter is attached hereto as **Exhibit B**.

32. 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 nuanced legal issues including questions surrounding Stratasys' obligation to "provide" meal periods, "authorize and permit" rest periods, and the propriety of statutory penalties, to name just a few.

33. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over one year with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced \$16,812.09 in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

In this case, Class Counsel have a lodestar of \$178,722.50 which is 1.36 times more than the \$131,666.66 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (24th Year Attorney)	\$900	72.4	\$65,160
Elizabeth Nguyen (16th Year Attorney)	\$800	56.6	\$45,280
Paul K. Haines (15th Year Attorney)	\$800	21.1	\$16,880
Milan Moore (6th Year Attorney)	\$650	74.1	\$48,165
Paralegals	\$175	18.5	\$3,237.50
Total Lodestar			\$178,722.50

1
2 34. My proposed hourly rate of \$900, Ms. Nguyen's (former partner) proposed hourly rate
3 of \$800, Mr. Haines' proposed hourly rate of \$800, and Ms. Moore's proposed hourly rate of \$650 are
4 reasonable in light of our respective skills, wage and hour class action litigation experience, reputation,
5 and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly
6 rates are in line with the *Laffey Matrix*, a true and correct copy of which is attached hereto as **Exhibit**
7 **C**.

8 35. The attorneys' fee award requested is consistent with those routinely awarded by
9 California superior courts. California superior courts frequently grant common fund awards of 33%.
10 *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb.
11 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*,
12 No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of
13 lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles
14 County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar
15 crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3,
16 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*,
17 No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots*
18 *Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004)
19 (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July
20 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior
21 Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement).

22 36. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of
23 the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct.,
24 Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film*
25 *Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct.,
26 Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August
27 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008,
28

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%).

37. 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.

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

39. Plaintiff served the proposed Settlement Agreement on the California Labor & Workforce Development Agency ("LWDA") on December 8, 2023, the same date as she filed his Motion for Preliminary Approval. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted the Settlement Agreement to the LWDA is attached hereto as **Exhibit D**. On February 8, 2024, Plaintiff submitted the Addendum to the Settlement to the LWDA. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted the Settlement Agreement to the LWDA is attached hereto as **Exhibit E**.

40. Plaintiff served the Order Granting Preliminary Approval on the LWDA on June 24, 2024. A true and correct copy of the email generated by the LWDA website after Plaintiff submitted the order Granting Preliminary Approval to the LWDA is attached hereto as **Exhibit F**.

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

//

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on June 24, 2024, at El Segundo, California.

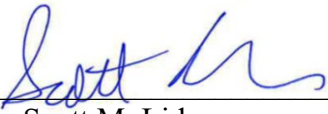
3
4 
5 Scott M. Lidman

EXHIBIT A

EXHIBIT A

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Fax: (424) 292-2355

Attorneys for Plaintiff
FATIMA FLORES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FATIMA FLORES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

A.I. FOODS CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 22STCV27843

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

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

Date: March 6, 2024
Time: 11:00 a.m.
Dept.: SSC-7

1 The Motion of Plaintiff Fatima Flores (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on March 6, 2024 at 11:00 a.m. The
3 Court, having considered the proposed Class Action and PAGA Settlement Agreement and Class
4 Notice (the “Settlement”), attached as Exhibit 2 to the Declaration of Elizabeth Nguyen filed
5 concurrently with the Motion; the Addendum to the Class Action and PAGA Settlement Agreement
6 and Class Notice, attached as Exhibit A to the Supplemental Declaration of Milan Moore filed
7 concurrently herewith; having considered Plaintiff’s Motion for Preliminary Approval of Class Action
8 Settlement, Memorandum of Points and Authorities in support thereof, and supporting declarations
9 filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

17 All current and former non-exempt, hourly employees of Defendant A.I.
18 Foods Corporation who worked at any time in California between August
26, 2018 and the date the Preliminary Approval Order is entered.¹

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

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

24 ¹ Based on a review of its records to date, AI Foods represents that there were an estimated 11,250 workweeks during the
25 Class Period. If it is determined that the number of workweeks worked by the Class Members during the Class Period is
26 10% greater than this figure (i.e., if there were actually more than 12,376 Workweeks worked by the Class Members
27 during the Class Period), then Defendant, at its option agrees to either: (1) increase the Gross Settlement Amount on a
28 proportional basis to the extent the threshold is exceeded (e.g., if there was an 11% increase in the number of Workweeks
worked by the Class Members during the Class Period), the Gross Settlement Amount will increase by eleven percent
(11%); or (2) elect to end the Class Period, PAGA Period and release periods on the date on which the total number of
actual workweeks is closest to and does not exceed 12,375 total workweeks). Settlement, ¶ 9.

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

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

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

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

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

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

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

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

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

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

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	20 calendar days after issuance of the preliminary approval order
Settlement Administrator to mail Notice Packets to Class Members	14 calendar days after receiving Class Information from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	June 28, 2024
Final Fairness Hearing:	July 23, 2024 at 10:00 a.m.

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

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

IT IS SO ORDERED.

Dated: 03/18/2024, 2024



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

Lawrence P. Riff / Judge

Honorable Lawrence P. Riff
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Fatima Flores v. A.I. Foods Corporation

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$8,375.00
Expert Expenses (Analysis of data for mediation purposes only)	\$3,817.50
Filing Fees	\$1,979.46
Service and Messenger Fees	\$108.56
Copying Costs	\$56.75
Postage Costs	\$28.02
Case Anywhere Fees through June 2024	\$1,996.80
Anticipated Costs for filing the Final Approval motion, court appearances, current Case Anywhere fees for Class Counsel, filing the final distribution declaration, service fees, copying and postage	\$450.00
TOTAL:	\$16,812.09

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

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

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

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

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

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

EXHIBIT D

EXHIBIT D

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Attorneys for Plaintiff
FATIMA FLORES

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

FATIMA FLORES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

A.I. FOODS CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/08/2023 5:51 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gnade, Deputy Clerk

Case No.: 22STCV27843

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

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

Date: January 16, 2024

Time: 11:00 a.m.

Dept.: SSC-7

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 December 8, 2023, I served the foregoing document(s) described as:

- 1. Class Action and PAGA Settlement Agreement and Class Notice**
- 2. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof**
- 3. Declaration of Elizabeth Nguyen in Support of Motion for Preliminary Approval of Class Action Settlement**
- 4. Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement**
- 5. Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
- 6. Declaration of Paul K. Haines in Support of Motion for Preliminary Approval of Class Action Settlement**
- 7. Declaration of Plaintiff Fatima Flores in Support of Motion for Approval of Class Action Settlement**
- 8. Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in Support of 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-987382-23

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

3 Executed on December 8, 2023, at El Segundo, California.

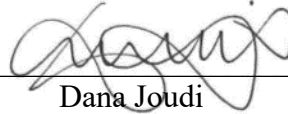
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EXHIBIT E

EXHIBIT E

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Attorneys for Plaintiff
FATIMA FLORES

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

FATIMA FLORES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

A.I. FOODS CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 22STCV27843

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

**PROOF OF SERVICE ON LWDA RE: (1)
ADDENDUM TO THE CLASS AND PAGA
ACTION SETTLEMENT AND CLASS
NOTICE (2) PLAINTIFF'S
SUPPLEMENTAL BRIEF IN SUPPORT
FOR MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 6, 2024
Time: 11:00 a.m.
Dept.: SSC-7

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 February 8, 2024, I served the foregoing document(s) described as:

- 1. Addendum to the Class and PAGA Action Settlement Agreement and Class Notice**
- 2. Plaintiff's Supplemental Brief in Support of Motion for Preliminary Approval of Class Action Settlement**
- 3. Supplemental Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
- 4. [Amended 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-987382-23

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

Executed on February 8, 2024, at El Segundo, California.



Marlyn Ajanel

EXHIBIT F

EXHIBIT F

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Fax: (424) 292-2355

Attorneys for Plaintiff
FATIMA FLORES

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

FATIMA FLORES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

A.I. FOODS CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 22STCV27843

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

**PROOF OF SERVICE ON LWDA RE:
FURTHER AMENDED ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

1. Further Amended Order Granting Motion for Preliminary Approval of Class Action Settlement

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

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


Marlyn Ajanel