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

MARIA ELENA GONZALEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

STRATASYS DIRECT, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV30659

*[Assigned for All Purposes to Hon. William F.
Highberger, Dept. SSC-10]*

**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: August 31, 2026
Time: 11:00 a.m.
Dept: SSC-10

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 Maria Elena Gonzalez (“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 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 Day,
17 I worked exclusively in the labor and employment department. In or around 2003, I went to work at the
18 law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008,
19 I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of
20 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my time
21 working on wage and hour class actions venued in both state and federal courts. During that time and
22 my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour matters
23 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 to
28

1 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; interviewing
3 putative class members and obtaining declarations in connection with class certification; drafting
4 oppositions to motions for class certification; drafting motions for decertification following class
5 certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the
6 likelihood of prevailing at class certification and potential damages resulting from such claims; drafting
7 mediation briefs; serving as the primary contact to in-house counsel; deposing named plaintiffs and
8 putative class members; deposing retained expert witnesses; and defending the depositions of corporate
9 witnesses. I also was involved in the negotiations and settlements of many large wage and hour class
10 actions. In short, I played an integral role in all aspects of litigation from the inception of a matter through
11 and beyond class certification. I also supervised the work of several junior attorneys who were staffed
12 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 Superior
19 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-KSC,
14 United States District Court, Southern District of California.⁴
- 15 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of
16 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. Houston,
9 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 wage
5 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of
6 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 class
13 actions identified above, I have litigated similar claims from both plaintiff and defense perspectives. As
14 a result, I am able to realistically assess and evaluate the facts and legal arguments that can be made in
15 pursuit and defense of similar wage and hour claims, as well as those facts and arguments in support and
16 in opposition to class certification. Consequently, I am able to appreciate the significant risks,
17 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. 30-2017-
22 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
23 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
24 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
25 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
26 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
27 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
28

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

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

27 //

1 10. On December 15, 2023, Plaintiff filed a putative class action complaint against Defendant
2 in Los Angeles Superior Court. On December 20, 2023, Plaintiff submitted a letter to the California
3 Labor & Workforce Development Agency (“LWDA”) and to Defendant advising of her intention of
4 filing a PAGA claim based on the Labor Code violations alleged in her operative complaint. After
5 exhausting her administrative remedies, on February 26, 2024, Plaintiff filed a First Amended Class and
6 Representative Action Complaint adding a cause of action for civil penalties under the PAGA. Therefore,
7 Plaintiff’s primary allegations are that Defendant: (1) failed to pay all overtime wages owed; (2) failed
8 to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to provide accurate,
9 itemized wage statements; (5) is subject to waiting time penalties; (6) engaged in unfair competition; and
10 (7) is liable for civil penalties under the PAGA.

11 11. Plaintiff’s primary theory of liability is related to Defendant’s alleged failure to pay for
12 all overtime worked. Specifically, Plaintiff alleges Defendant failed to include all non-discretionary
13 income into the overtime rate, resulting in the underpayment of overtime. Plaintiff also alleges that
14 Defendant failed to include all non-discretionary income into the regular rate of pay when calculating
15 premiums for non-compliant meal periods.

16 12. Defendant argues that the relevant time period is limited due to a previous settlement and
17 ending its employment of non-exempt employees in September 2023. Defendant further argues its
18 liability is limited due to part of the Class signing severance and release agreements. Defendant also
19 contends that it properly compensated Settlement Class members for all of their time worked. Defendant
20 contends that any so-called bonus received during the relevant time period was discretionary, was not
21 required to be paid, and did not need to be included in the regular rate of pay for overtime purposes.
22 Defendant also argues the regular rate claim is not appropriate for class treatment.

23 13. Plaintiff alleges that she and Settlement Class Members were not provided with all
24 required meal periods. Specifically, Plaintiff contends Defendant’s policies and procedures failed to
25 provide Plaintiff and Settlement Class Members with meal periods at all, or meal periods that took place
26 before the end of the fifth hour of work, were at least 30 minutes in length, and/or uninterrupted. Further,
27 Plaintiff asserts Defendant failed to provide a second meal period for shifts longer than 10.0 hours.
28

1 14. Defendant argues that the relevant time period is limited due to a previous settlement and
2 ending its employment of non-exempt employees in September 2023. Defendant further argues its
3 liability is limited due to part of the Class signing severance and release agreements. Further, Defendant
4 counters that it has paid meal period premiums for any noncompliant meal periods and has always
5 provided non-exempt employees with an opportunity to take legally compliant meal periods, and any
6 non-compliant meal periods reflected in employee timekeeping records were solely the result of
7 employee choice, rather than any policy or practice of Defendant. Defendant contends that any so-called
8 bonus received during the relevant time period was discretionary, was not required to be paid, and did
9 not need to be included in the regular rate of pay for meal period premium purposes. Defendant contends
10 Plaintiff's meal period claim is not suited for class certification and individual inquiries would be required
11 to assess which employees took non-compliant meal periods, how many meal periods were non-
12 compliant or missed, and the reasons why a particular employee took a non-compliant meal period or
13 missed a meal period during a particular shift.

14 15. Plaintiff alleges that she and Settlement Class Members were also not authorized and
15 permitted to take all required rest periods due to Defendant's rest period policies and practices that fail
16 to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*.

17 16. Defendant argues that the relevant time period is limited due to a previous settlement and
18 ending its employment of non-exempt employees in September 2023. Defendant further argues its
19 liability is limited due to part of the Class signing severance and release agreements. Defendant contends
20 it has always maintained and enforced lawful rest period policies and practices, and that Settlement Class
21 Members were authorized and permitted to take all off-duty rest periods in compliance with California
22 law. Defendant contends that any so-called bonus received during the relevant time period was
23 discretionary, was not required to be paid, and did not need to be included in the regular rate of pay for
24 rest period premium purposes. Defendant argues that Plaintiff's rest period claims are inherently unsuited
25 for class treatment as they require an individualized inquiry into whether each Settlement Class Member
26 was in fact authorized and permitted to take a compliant rest period, which would devolve into an
27 unmanageable series of mini-trials.

1 17. Plaintiff further alleges that Defendant issued inaccurate wage statements in violation of
2 Labor Code § 226 as a result of its failure to pay all wages due, including alleged unpaid overtime wages,
3 and correct meal and rest period premium wages as described above.

4 18. Defendant argues its liability is limited due to part of the Class signing severance and
5 release agreements. Defendant further argues that its wage statement were fully compliant with
6 California law, and that any alleged wage statement violations could not be shown to be “knowing and
7 intentional,” and that Plaintiff cannot show that they or any other putative class member “suffer[ed]
8 injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
9 imposition of penalties.

10 19. Plaintiff alleges that Defendant is subject to waiting time penalties as a result of failing to
11 pay all wages and all meal and rest period premium wages owed at the time of separation of employment.

12 20. Defendant argues its liability is limited due to part of the Class signing severance and
13 release agreements. Defendant contends that it has strong defenses to the waiting time claim because it
14 properly compensated Settlement Class members with all wages owed and there exist good-faith disputes
15 as to Plaintiff’s underlying claims, precluding imposition of penalties.

16 21. Plaintiffs also seek civil penalties under the PAGA as a result of the foregoing alleged
17 Labor Code violations.

18 22. Defendant argues that Plaintiff’s PAGA claim will fail for the same reasons that her
19 underlying claims will fail. Defendant also maintains that, given its good faith defenses, this Court
20 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant
21 liable for any of Plaintiff’s claims.

22 23. After agreeing to participate in private mediation, Defendant informally produced
23 timekeeping and payroll data for the entire putative class, as well as other relevant documents and
24 information relevant to the claims alleged. This informal discovery allowed the parties to assess the
25 merits and value of Plaintiff’s claims and Defendant’s defenses thereto. Plaintiff carefully vetted the
26 claims at issue and conducted a detailed liability analysis of class-wide data to calculate the damages
27 figures.
28

1 24. On August 25, 2025, a mediation was held with Steve Mehta, Esq., an experienced and
2 well-respected wage and hour class action mediator. During mediation, the parties vigorously debated
3 their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for
4 the claims and defenses. Ultimately, the Parties agreed on a class-wide resolution.

5 25. Plaintiff submitted the Class Action and PAGA Settlement Agreement to the Court with
6 their Motion for Preliminary Approval on January 15, 2026. On April 22, 2026, the Court signed an
7 Order Granting Preliminary Approval of the Settlement. Attached hereto as **Exhibit A** is a true and
8 correct copy of the Order Granting Preliminary Approval.

9 26. The Settlement Class encompasses all current and former non-exempt employees who
10 worked for Defendant within the State of California during the Class Period. The Class Period is the
11 period of time from April 15, 2026 to April 22, 2026.

12 27. 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.

14 28. 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, reviewing
16 Defendant's documents and policies, analyzing Settlement Class Members' timekeeping data and payroll
17 records, drafting a mediation brief, preparing for and attending mediation, negotiating and revising the
18 long-form settlement agreement, preparing this Motion, and otherwise litigating the case.

19 29. Since undertaking representation of Plaintiff, Class Counsel have borne all the costs of
20 litigation without receiving any compensation for over two (2) years. During this time, Class Counsel
21 have expended a total of \$20,492.04 in actual costs, have devoted substantial time to this litigation, and
22 expect to incur approximately \$450.00 in future costs for filing the final declaration regarding distribution
23 of settlement, Case Anywhere fees, service and messenger fees, postage fees, and/or online fees to
24 retrieve conformed copies of documents. A true and correct copy of my firm and co-counsel's firm's
25 costs is attached hereto as **Exhibit B**.

26 30. My experience in matters similar to this one was integral in evaluating the strengths and
27 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
28

and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. This case involved legal issues including questions surrounding Defendant's requirement to "provide" meal periods and "authorize and permit" rest periods, what is and is not excludable pay in calculating the regular rate of pay, and the propriety of statutory penalties, to name just a few.

31. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm 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 over two (2) years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced a total of \$20,492.04 and anticipate incurring an additional \$450.00 in actual costs in connection with Case Anywhere fees, filing the motion for final approval and filing the final distribution declaration(s) and related tasks for a total of \$20,942.04 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.

32. In this case, Class Counsel have a lodestar of \$92,712.50 which is 1.46 times more than the \$63,333.33 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	\$950	40.2	\$38,190.00
Paul K. Haines (19th Year Attorney)	\$975	10.3	\$10,042.50
Milan Moore (10th Year Attorney)	\$725	27.3	\$19,792.50
Tiara Gose-Hardy (7th Year Attorney)	\$625	32.7	\$20,437.50

Paralegals	\$250	17	\$4,250.00
Total Lodestar			\$92,712.50

33. My proposed hourly rate of \$950, Mr. Haines' proposed hourly rate of \$975, Ms. Moore's proposed hourly rate of \$725, and Ms. Gose-Hardy's proposed hourly rate of \$625 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+ year attorney is \$1,227, the hourly rate for a 19th year attorney is \$1,019, the hourly rate for a 10th year attorney is \$902, and the hourly rate for a 7th year attorney is \$625.

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

35. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust*

1 *Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, *Los Angeles Sup. Ct.*, Nov. 19, 1990,
2 Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No.
3 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-
4 409105 (53%); and *Rundberg v. Inrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case
5 No. 26-56886 (40%).

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

7 37. Further, being a private law practice my firm can only properly litigate a limited number
8 of cases at one time. The professional demands of this case were significant, including a significant
9 number of hours of attorney and paralegal time. This litigation precluded my firm from other employment
10 due to the time and financial commitments required by the case. Indeed, because my firm takes on cases
11 on a purely contingency fee, we are only compensated for our time if we successfully settle a case or
12 prevail at trial. Accordingly, I believe the requested fees are reasonable.

13 38. The requested service awards to Plaintiff of \$7,500.00 is reasonable. Plaintiff took on
14 significant risks, including the risk that she could be liable for Defendant's costs if this case was
15 unsuccessful. Plaintiff also was integral in the prosecution of this action by, among other things,
16 gathering documents for use in this lawsuit, providing factual information to my firm regarding their
17 claims, and working with Class Counsel to prepare discovery requests, for mediation, to discuss the case,
18 the merits, the defenses, and the settlement reached. Further, Plaintiff put her future employment
19 prospects at risk by becoming a named plaintiff in an action since the lawsuit is public record and may
20 become known to prospective employers when evaluating her for employment. Additionally, Plaintiff
21 agreed to a general release and a 1542 waiver.

22 39. Plaintiff submitted the Settlement and Motion for Preliminary Approval, and the Court's
23 Order Granting Preliminary Approval of the Settlement to the LWDA via the LWDA's website on
24 January 15, 2026 and April 24, 2026, respectively. True and correct copies of the proofs of service are
25 attached hereto as **Exhibits D-E, respectively**.

26 40. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for
27 Final Approval and all supporting documents via the LWDA's website on the same date that they are
28

1 filing this motion and will file a proof of submission after the Motion for Final Approval and all
2 supporting documents are submitted to the LWDA.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed on August 7, 2026 at El Segundo, California.

5 
6 _____
Scott M. Lidman

EXHIBIT A

EXHIBIT A

LIDMAN LAW, APC
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 slidman@lidmanlaw.com
 Milan Moore (SBN 308095)
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Attorneys for Plaintiff
 MARIA ELENA GONZALEZ

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

MARIA ELENA GONZALEZ, as an
 individual and on behalf of all others similarly
 situated,

Plaintiff,

vs.

STRATASYS DIRECT, INC., a California
 corporation; and DOES 1 through 100,
 inclusive,

Defendants.

Case No.: 23STCV30659

*[Assigned for All Purposes to Hon. William F.
 Highberger, Dept. SSC-10]*

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

4/22
 Date: ~~April 1~~, 2026
 Time: 10:30 a.m.
 Dept.: SSC-10

Complaint Filed: December 15, 2023
 Trial Date: None Set

1 The Motion of Plaintiff Maria Elena Gonzalez (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement will come on regularly for hearing before this Court on April 1, 2026 at 10:30 a.m.
3 in Department SSC-10. The Court, having considered the Class Action and PAGA Settlement
4 Agreement (the “Settlement”), attached as Exhibit 2 to the Declaration of Scott M. Lidman filed
5 concurrently with the Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class
6 Action Settlement, Memorandum of Points and Authorities in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All current and former non-exempt employees who worked for
16 Defendant within the State of California during the Class Period.

17 The Class Period is the period from April 15, 2022 to the date the
18 Court has given preliminary approval of the Settlement.

19 2. For purposes of the settlement, the Court designates named plaintiff Maria Elena
20 Gonzalez as Class Representative.

21 3. For purposes of the settlement, the Court designates Scott M. Lidman, Milan Moore,
22 and Tiara Gose-Hardy of Lidman Law, APC and Paul Haines of Haines Law Group, APC as Class
23 Counsel.

24 4. The Court designates Phoenix Settlement Administrators as the third-party Settlement
25 Administrator for mailing notices.

26 5. The Court approves, as to form and content, the Court Approved Notice of Class Action
27 and PAGA Settlement and Hearing Date for Final Court Approval which is attached to the Settlement
28 as Exhibit A.

6. The Court finds that the form of notice to the Settlement Class regarding the pendency

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

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

9 8. The procedures and requirements for filing objections in connection with the Final
10 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
11 presentation of any Settlement Class Member's objection to the Settlement, in accordance with the due
12 process rights of all Settlement Class Members.

13 9. The Court directs the Settlement Administrator to mail the Notice Packet to the members
14 of the Settlement Class in accordance with the terms of the Settlement.

15 10. The Class Notice shall provide 45 calendar days' notice for members of the Settlement
16 Class to opt out of, or object to, the Settlement.

17 11. The Final Fairness Hearing on the question of whether the Settlement should be finally
18 approved as fair, reasonable, and adequate is scheduled in Department SSC-10 of this Court, located at
19 312 N. Spring Street, Los Angeles, California 90012 on 8/31, 2026 at 11 a.m. /
20 ~~p.m.~~

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

27 13. Counsel for the parties shall file memoranda, declarations, or other statements and
28 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation

1 expenses, Plaintiff's service award, settlement administration costs, and payment of PACA Penalties
2 prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and
3 the California Rules of Court.

4 14. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	21 calendar days after issuance of the preliminary approval order
Settlement Administrator to mail Notice Packets to Class Members	14 calendar days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to the Settlement	45 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement:	16 court days before the Final Fairness Hearing
Final Fairness Hearing:	8/31, 2026 11 a.m.

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

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

11 IT IS SO ORDERED.

12 Dated: 4/22, 20256

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Honorable William F. Higheberger
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Maria Elena Gonzalez v. Stratasys Direct, Inc.

EXPENSE	AMOUNT
Mediation Costs	\$11,250.00
Expert Costs	\$5,355.00
Filing, Service, and Messenger Fees	\$3,599.34
Jury Fees	\$172.15
Copying Costs	\$16.00
Postage Costs	\$34.16
FedEx Costs	\$65.39
Anticipated Costs for filing the Final Approval motion, court appearances, service fees, copying and postage	\$450.00
TOTAL:	\$20,942.04

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 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
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

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, January 15, 2026 5:55:22 PM

01/15/2026 05:54:47 PM

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

Item submitted: Proposed Settlement

On 01/15/2026 05:54:47 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1000928-23

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, January 15, 2026 5:57:42 PM

01/15/2026 05:56:45 PM

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

Item submitted: Proposed Settlement

On 01/15/2026 05:56:45 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1000928-23

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT E

EXHIBIT E

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Friday, April 24, 2026 2:45:38 PM

04/24/2026 02:45:21 PM

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

Item submitted: Court Order or Judgment

On 04/24/2026 02:45:21 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-1000928-23

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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