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HECTOR GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HECTOR GARCIA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No.: 24STCV31730

[Assigned for all purposes to the Hon. Elaine Lu, Dept. SSC-9]

DECLARATION OF SCOTT M. LIDMAN IN SUPPORT MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: January 7, 2027
Time: 8:30 a.m.
Dept.: SSC-9

I, SCOTT M. LIDMAN, declare as follows:

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

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

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

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

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

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

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

- *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United States District Court, Central District of California, Honorable Gary Klausner, presiding[1].
- *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN, United States District Court, Central District of California, Honorable Percy Anderson, presiding.

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

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

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

- *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United States District Court, Southern District of California, Honorable John A. Houston, presiding.
- *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Northern District of California.
- *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Jeffrey B. Barton, presiding.
- *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior Court, County of Santa Clara.
- *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court, County of Los Angeles, Honorable Terry Green, presiding.
- *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior Court, County of San Francisco.

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

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

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

10. On December 2, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (i) failure to pay all minimum wages owed; (ii) failure to pay all overtime wages owed; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to provide accurate, itemized wage statements; (vi) failure to indemnify all necessary business expenditures; (vii) failure to pay all wages owed upon termination; and (viii) unfair competition. Pursuant to Labor Code section 2699.3, subd.(a), on December 2, 2024, Plaintiff gave timely written notice to Defendant and the LWDA by sending notice required by the Private Attorneys General Act of 2004 ("PAGA"). On May 13, 2025, Plaintiff filed a First Amended Complaint adding a single cause of action for civil penalties under the PAGA.

11. Plaintiff's claims/allegations are that Defendant: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to indemnify all necessary business expenditures; (7) is subject to waiting time penalties; (8) engaged in unfair competition; and (9) is liable for civil penalties under the PAGA.

12. In advance of mediation, Defendant produced a 20% sampling of timekeeping and earnings statements for the putative class, as well as its wage and hour policies and other relevant documents and information relevant to the claims alleged. Defendant provided an arbitration agreement purportedly signed by its non-exempt employees. Defendant also provided a declaration attesting to its financial condition and ability to pay a class-wide settlement.

13. Plaintiff contends that the records produced were representative of the entire Settlement Class and are statistically significant and reliable for purposes of evaluating a potential settlement. Indeed, from the time and earnings data, Plaintiff was able to analyze instances of rounding and meal period violations. Further, if all Settlement Class members brought lawsuits for unpaid wages and/or meal period violations, they would rely on timekeeping records similar to the ones in the mediation production which also supports a finding that it is statistically reliable.

14. Defendant also provided relevant information including, without limitation, class size for the relevant time periods. The key data point coupled with the representative data sampling enabled

Plaintiff to extrapolate to the entire class and aided in Plaintiff's creation of a class-wide exposure model for claims at issue, including unpaid wages due to rounding, meal and rest period violations and premiums owed, and penalties potentially owed for alleged unpaid minimum and overtime wages, and meal and rest period violations.

15. After the detailed review of the data and documents produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This informal discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses.

16. On October 21, 2025, a mediation was held with Henry Bongiovi, Esq., an experienced and well-respected wage and hour class action mediator. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. Ultimately, through a mediator's proposal and conditioned on Defendant's declaration as to the status of its financial condition, the parties agreed on a class-wide resolution. In the months that followed, the parties finalized the terms of settlement and executed the Class Action and PAGA Settlement Agreement.

17. Plaintiff filed with the Court his Motion for Preliminary Approval, along with the Settlement, on March 20, 2026. On March 20, 2026, Plaintiff also submitted the Settlement and Motion for Preliminary Approval to the LWDA. Attached hereto as **Exhibit 1** is a true and correct copy of confirmation of submission of said documents to the LWDA.

18. The Court required the parties to amend the settlement agreement and Plaintiff to submit a supplemental brief. The parties executed an Amended Class Action and PAGA Settlement Agreement and submitted the amendment to the Court and LWDA along with the supplemental briefing on May 14, 2026.

19. The Court required the parties to further amend the settlement agreement and Plaintiff to submit a supplemental brief. The parties executed a Second Amended Class Action and PAGA Settlement Agreement and submitted the amendment to the Court and LWDA along with the supplemental briefing on July 10, 2026.

20. Subsequently on July 22, 2026, the Court granted preliminary approval of the class action settlement, approving the settlement. Attached hereto as **Exhibit 2** is a true and correct copy of the Minute Order Granting Preliminary Approval.

21. Plaintiff submitted to the LWDA the Minute Order Granting Preliminary Approval on July 27, 2026. Attached hereto as **Exhibit 3** is a true and correct copy of confirmation of submission of said documents to the LWDA.

22. The Settlement Class is defined as: "all individuals whom Defendant Forgiato Inc. classified as non-exempt employees and who worked for Defendant in California at any time during the Class Period." The Class Period means the period of time starting on December 2, 2020 and ending on May 21, 2026.

23. Aggrieved Employee is defined as "all individuals whom Defendant Forgiato Inc. classified as non-exempt employees and who worked for Defendant in California at any time during the PAGA Period." The PAGA Period means the period of time starting on December 2, 2023 and ending on May 21, 2026.

24. As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theory of liability is related to Defendant's timekeeping policies and practices. Specifically, there is evidence that Plaintiff and the Class Members were not fully compensated for all of their time worked because Defendant rounded the hours of its non-exempt employees. Plaintiff alleges Defendant would keep track of his hours and the hours of the other non-exempt employees and would unlawfully shave their work time and/or round their work time such that Plaintiff and Settlement Class Members would not be fully paid for all time worked.

25. Defendant contends that its timekeeping practices were lawful, and any unpaid time was *de minimis* and therefore non-compensable. Defendant further asserts that Plaintiff would be unable to certify an unpaid wages class given that a number of the Class Members signed arbitration agreements and given the individualized inquiries that would be required.

26. Based on the data provided in preparation for mediation, there is evidence that Plaintiff and Class Members were not provided with all legally-compliant meal periods. Specifically, Plaintiff

alleges that first meal periods often began after the end of the fifth hour of work and second meal periods were rarely provided.

27. Defendant counters that it has always maintained a lawful meal period policy and provided non-exempt employees with an opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Defendant. Defendant points out that under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that it has always done so. Finally, Defendant contends Plaintiff's meal period claim is not suited for class certification given that a number of the Class Members signed arbitration agreements, and that individual inquiries would be required to assess which employees took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift.

28. Plaintiff alleges that he and Class Members were also not authorized and permitted to take all required rest periods due to Defendant's rest period policies and practices. Specifically, Plaintiff alleges that due to work demands, non-exempt employees were not authorized and permitted to take duty-free net 10-minute rest periods when they worked shifts in excess of 3.5 hours. Plaintiff alleges that his rest periods were often interrupted by Defendant and he was prevented from taking second rest periods due to the amount of work demanded.

29. Defendant contends it has always maintained and enforced lawful rest period policies and practices, and that Class Members were authorized and permitted to take all off-duty rest periods in compliance with California law. Defendant also argues that Plaintiff's rest period claim is inherently unsuited for class treatment as a number of Class Members signed arbitration agreements, and it requires an individualized inquiry into whether each Class Member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials.

30. Plaintiff alleges that Defendant required him and Class Members to use their personal cellular phone for business purposes. Despite knowing that putative class members had incurred necessary business expenses to communicate with Defendant through their own personal electronic devices, Defendant failed to reimburse putative class members in violation of Section 2802 and *Cochran*.

31. Defendant asserts that it provided cellular phones to employees whose job duties required the use of a cell phone. Further, Defendant argues that during the relevant time period it had a reimbursement policy. Defendant contends that Plaintiff's reimbursement claim is inherently unsuited for class treatment as a number of Class Members signed arbitration agreements.

32. Plaintiff further alleges that Defendant issued inaccurate wage statements in violation of Labor Code § 226 as a result of the alleged unpaid minimum wages and overtime wages, and meal and rest period premium wages described above.

33. Defendant argues that its alleged wage statement violations could not be shown to be "knowing and intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties. Further, a number of the Class Members signed arbitration agreements.

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

35. Defendant asserts it has strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties. Also, a number of the Class Members signed arbitration agreements.

36. Lastly, Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations.

37. Defendant argues that Plaintiff's PAGA claim will fail because there is evidence Plaintiff's claim falls outside of the statute of limitations period. Further, it will fail for the same reasons that his underlying claims will fail. Defendant also maintains that, given its good faith

defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims.

38. These considerations not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further litigation. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff carefully vetted the claims at issue and conducted a detailed statistical analysis of the extrapolated class-wide data to arrive at the calculated damages figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable in view of them.

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

40. My law firm's and co-counsel's work on this case includes, but is not limited to: conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, analyzing timekeeping data and payroll records, drafting a mediation brief, preparing for and attending mediation, negotiating and revising the long-form settlement agreement, preparing the Motion for Preliminary Approval and supplemental briefs, preparing amended settlement agreements, overseeing the settlement administration process, and otherwise litigating this case.

41. Class Counsel seek reimbursement of $20,696.54 in litigation costs. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm dedicated substantial resources to this litigation, including expending $20,246.54, in actual costs, have devoted substantial time to this litigation and expect to incur approximately $450.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, Case Anywhere fees, service and messenger fees, and/or postage fees. A true and correct copy of my firm's and Haines Law Group's costs summary in this matter is attached hereto as **Exhibit 4.**

42. 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.

43. 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 years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has expended $20,246.54, in actual costs, have devoted substantial time to this litigation and expect to incur approximately $450.00 in future costs for filing the instant motion 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 $100,372.50 which results in a multiplier of approximately 1.74 compared to the $57,666.66 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 (27th Year Attorney)	$950	41.7	$39,615.00
Paul K. Haines (19th Year Attorney)	$975	19.6	$19,110.00
Milan Moore (10th Year Attorney)	$725	27.1	$19,647.50
Tiara Gose-Hardy (7th Year Attorney)	$625	33.2	$18,875.00
Paralegals	$250	12.5	$3,125.00
Total Lodestar			**$100,372.50**

44. 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 are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 5.**

45. 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).

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

Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co*., Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

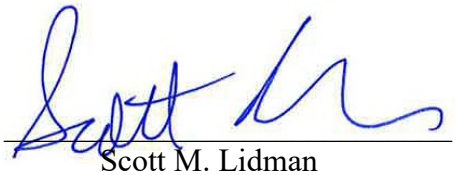
47. Being a private law practice my firm can only properly litigate a limited number of cases at one time. This litigation precluded my firm from other employment due to the time and financial commitments required by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

48. The requested enhancement payment to Plaintiff of $7,500.00 is also reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of Settlement Class members. Plaintiff gathered documents for use in the lawsuit and attended several 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.

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

50. Plaintiff will provide the LWDA with a copy of the instant motion for final approval and supporting documents after the instant motion is filed and will file a proof of service prior to the hearing.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 20, 2026, at El Segundo, California.



Scott M. Lidman

EXHIBIT 1

EXHIBIT 1

From: no-reply@formassembly.com
To: Marlyn Ajanel
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, March 20, 2026 6:20:33 PM

03/20/2026 06:19:33 PM

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

Item submitted: Proposed Settlement

On 03/20/2026 06:19:33 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1064526-24

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 2

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV31730 July 22, 2026
HECTOR GARCIA vs FORGIATO INC. 4:55 PM

Judge: Honorable Elaine Lu
Judicial Assistant: M. Zavala
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order Re: Motion for Preliminary Approval of Class Action Settlement

The tentative ruling is served in Case Anywhere for all parties and counsel to review.

Counsel states they have read and considered the Court's tentative ruling. The Parties submit on the tentative ruling via Case Anywhere's Message Board. The Court adopts the tentative ruling as the final ruling.

The Court rules as follows:

The Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof filed by Hector Garcia on 03/20/2026 is Granted.

The Parties' Motion for Preliminary Approval of Class Action Settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

· The Gross Settlement Amount ("GSA") is **$173,000**, non-reversionary. (¶4.1)

· The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:

  - Up to **$57,666.66** (33 1/3%) for attorney fees (¶4.2.2);
  - Up to **$25,000** for attorney costs (*Ibid.*);

- Up to **$7,500** for a service award to the proposed class representative (¶4.2.1);

- Up to **$7,500** for settlement administration costs (¶4.2.3); and

- Payment of **$20,000** PAGA penalty (65% or $13,000 to the LWDA; and 35% or $7,000 to the Aggrieved Employees). (¶4.2.7)

· Defendant shall pay the Employer's share of the payroll taxes on the taxable portion of the settlement payments separately from the GSA.

· Plaintiffs shall release Defendants from claims described in the Settlement.

At final approval, the Court will rule on the reasonableness of requested fees, litigation expenses, enhancement payments, and administration costs.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by ***11/20/2026*** and will be heard on ***01/07/2027 at 8:30AM*****.** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review Re: Filing and Service of Motion for Final Approval is scheduled for 11/30/2026 at 08:30 AM in Department 9 at Spring Street Courthouse.

Hearing on Motion for Final Approval of Settlement is scheduled for 01/07/2027 at 08:30 AM in Department 9 at Spring Street Courthouse.

The Final Ruling is signed and filed this date.

The Judicial Assistant is to give electronic notice to all parties.

24STCV31730 July 22, 2026
HECTOR GARCIA vs FORGIATO INC. 4:55 PM

Judge: Honorable Elaine Lu
Judicial Assistant: M. Zavala
Courtroom Assistant: None

CSR: None
ERM: None
Deputy Sheriff: None

Certificate of Service is attached.

EXHIBIT 3

EXHIBIT 3

From: no-reply@formassembly.com
To: Marlyn Ajanel
Subject: Thank you for your Court Order or Judgment Submission
Date: Monday, July 27, 2026 4:23:14 PM

07/27/2026 04:22:49 PM

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

Item submitted: Court Order or Judgment

On 07/27/2026 04:22:49 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-1064526-24

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 4

EXHIBIT 4

Expense Summary
Hector Garcia v. Forgiato Inc.

EXPENSE	**AMOUNT**
Mediation Costs (Plaintiff's portion)	$9,000.00
Expert Costs	$6,390.00
Filing Fees	$2,018.94
Service and Messenger Fees	$2,595.88
Jury Fees	$173.70
Document Purchase and Copying Costs	$13.65
FedEx and Postage Costs	$54.37
Anticipated Costs	$450.00
TOTAL:	**$20,696.54**

EXHIBIT 5

EXHIBIT 5

LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
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			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)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" 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.