

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

Victoria B. Rivapalacio (SBN 275115)

Andrew G. Ronan (SBN 312316)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

WILLIE MARQUEZ and ANDY MIKHAEL

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

WILLIE MARQUEZ and ANDY MIKHAEL,
on behalf of themselves and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

ACCURATE DELIVERY SYSTEMS, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. CIVSB2125337

*[Assigned for all purposes to the Hon. David Cohn,
Dept. S-26]*

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

Date: November 30, 2023

Time: 9:00 a.m.

Division: S-26

Complaint Filed: August 31, 2020

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen(SBN 238571)
enguyen@lidmanlaw.com
Milan Moore, Esq. (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Ste 150
El Segundo, CA 90245
Tel: 424-322-4772
Fax: 424-322-4775

Attorneys for Plaintiff,
JULIO GARCIA

HAINES LAW GROUP, APC

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

Attorneys for Plaintiff,
JULIO GARCIA

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 one
3 of the named Plaintiffs Julio Garcia (“Plaintiff Garcia”) 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 firm
9 of Littler Mendelson, P.C., located in Los Angeles, California.

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

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

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

members and obtaining declarations in connection with class certification; drafting oppositions to motions 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, presiding¹.
- *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.

- 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 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
24 States District Court, Central District of California, Honorable Margaret Morrow,
25 presiding.

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27 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.

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 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
5 States District Court, Southern District of California, Honorable John A. Houston,
6 presiding.
- 7 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
8 District Court, Central District of California, Honorable Margaret Morrow,
9 presiding.
- 10 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
14 States District Court, Northern District of California.
- 15 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
16 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
17 presiding.
- 18 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
19 Court, County of Santa Clara.
- 20 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
21 County of Los Angeles, Honorable Terry Green, presiding.
- 22 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
23 Court, County of San Francisco.
- 24 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
25 Court, Northern District of California, Honorable Richard Seeborg, presiding.

26 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
27 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage
28 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 underpaid overtime and minimum 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 Cluster 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 Garcia 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. Defendant Accurate Delivery Systems, Inc. (“Defendant” or “Accurate Delivery”) is a transportation/courier company that delivers, among other goods, perishable food products in refrigerated transport vehicles. On August 18, 2021, Plaintiff Julio Garcia filed a class action Complaint against Defendant in Los Angeles County Superior Court, in the matter entitled *Julio Garcia v. Accurate Delivery Systems, Inc., a California corporation; and Does 1 through 100, inclusive*, Case No. 21STCV30557. On January 27, 2022, pursuant to a request by Plaintiff Julio Garcia, the Los Angeles County Superior Court dismissed his action without prejudice. On August 18, 2021, Plaintiffs Julio Garcia sent a letter to

1 the California Labor & Workforce Development Agency exhausting his administrative remedies before
2 filing a civil claim under the PAGA against Defendant. The LWDA took no action in response to that
3 letter. On January 11, 2022, a First Amended Complaint was filed in the Action on behalf of Plaintiffs
4 Willie Marquez, Ahdy Mikhael, and Julio Garcia (“Plaintiffs”) alleging the following claims: (1) all
5 claims for unfair business practices that could have been premised on the facts, claims, causes of action
6 or legal theories described above; (2) failure to pay all minimum wages owed, including without
7 limitation resulting from unlawful/improper rounding, and failing to pay for non-productive time under
8 the commission pay plan; (3) failure to pay all overtime wages owed, including without limitation
9 resulting from unlawful/improper rounding, miscalculating the regular rate of pay, and failing to pay for
10 non-productive time under the commission pay plan; (4) failure to provide meal periods, pay premium
11 wages for non-compliant meal periods, and failure to record meal periods; (5) failure to authorize and
12 permit rest periods, pay premium wages for non-compliant rest periods, or the failure to separately pay
13 premiums for rest periods under the commission pay plan; (6) failure to issue accurate, itemized wage
14 statements (7) failure to timely pay all wages due upon separation of employment; (8) failure to reimburse
15 necessary business expenses; and (9) violations of the California Labor Code Private Attorney General
16 Act of 2004 (“PAGA”) seeking civil penalties premised on the facts, claims, causes of action and legal
17 theories described above.

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

20 12. My law firm’s and co-counsel’s work on this case includes, but is not limited to:
21 conducting pre-filing investigation, analyzing Plaintiff Garcia’s claims, conducting legal research,
22 reviewing Accurate Delivery’s documents and policies, preparing for and attending mediation,
23 negotiating and revising the long-form Settlement, preparing this Motion, and otherwise litigating the
24 case. Also, Plaintiff Garcia has provided written approval of the split of attorneys’ fees in this action.

25 13. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over
26 three years without receiving any compensation to date. To date, my law firm and co-counsel’s firm,
27 Haines Law Group, APC have incurred \$9,959.73 in actual costs and have devoted substantial time to
28 this litigation and expect to incur approximately \$285.00 in future costs for CaseAnywhere fees

through November 2023, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of a total of \$10,244.73. Attached hereto as **Exhibit A** is an Expense Summary reflecting these costs, which include but are not limited to: filing fees, messenger fees, service fees, copying costs (at \$.06 per page), mediation fees, and postage.

14. My experience in matters similar to this one was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. This case involved legal issues including the propriety of statutory penalties.

15. 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 Garcia was not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiff Garcia 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 three 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 \$9,959.73 (and anticipate incurring an additional \$285.00 in actual costs in connection with case anywhere fees, printing, copying and service fees) for a total of \$10,244.73 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.

16. 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, Haines Law Group, APC on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$750	93.3	\$69,975
Elizabeth Nguyen (17th Year Attorney)	\$650	41.7	\$27,105

Paul K. Haines (16th Year Attorney)	\$675	29.4	\$19,845
Milan Moore (7th Year Attorney)	\$450	88.5	\$39,825
Paralegals	\$175	18.2	\$3,185
Total Lodestar			\$159,935

17. My proposed hourly rate of \$750, Ms. Nguyen's proposed hourly rate of \$650, Mr. Haines' proposed hourly rate of \$675, and Ms. Moore's proposed hourly rate of \$450 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 B**. Based on the *Laffey* Matrix, the hourly rate for a 25th year attorney is \$997, the hourly rate for a 16th and 17th year attorney is \$829, and the hourly rate for a 7th year attorney is \$508.

18. 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)

1 19. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the
2 common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No.
3 RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust*
4 *Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, *Los Angeles Sup. Ct.*, Nov. 19, 1990,
5 Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No.
6 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105
7 (53%); and *Rundberg v. Inrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-
8 56886 (40%).

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

16 21. Here, analyzing those factors weigh in favor of approving Plaintiff Garcia's requested
17 service award of \$10,000.00 because request is reasonable given Plaintiff Garcia's efforts in this case
18 and the risks he undertook on behalf of Settlement Class Members, including the risk that he could be
19 liable for Accurate Delivery's costs if this case was unsuccessful. Plaintiff was integral in the prosecution
20 of this action, by, among other things, providing substantial factual information and documents to Class
21 Counsel, participated in meetings with Class Counsel to discuss the claims and theories at issue in the
22 litigation, and otherwise actively participating in the prosecution of their claims. In addition, Plaintiff
23 agreed to a general release of all claims against Defendant.

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

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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.

3 Executed on October 24, 2023 at El Segundo, California.

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6 Scott M. Lidman
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EXHIBIT A

EXHIBIT A

Expense Summary
Willie Marquez et al v. Accurate Delivery Systems, Inc.
Lidman Law, APC and Haines Law Group, APC

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff Garcia's portion of mediator expenses)	\$5,000.00
Filing, Service and Messenger Fees	\$2,619.78
Copying Costs (\$0.06/page)	\$20.10
Postage Costs	\$79.65
CourtCall Expenses	\$94.00
Case Anywhere Fees through August 31, 2023	\$2,146.20
Anticipated Costs for court appearances, Case Anywhere fees for Class Counsel through November 30, 2023, service fees, copying and postage	\$285.00
TOTAL:	\$10,244.73

EXHIBIT B

EXHIBIT B

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 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.