

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

Attorneys for Plaintiff
JULIO MACHADO

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

Attorneys for Plaintiff
JULIO MACHADO

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

JULIO MACHADO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC DRAYAGE SERVICES, LLC., a
Delaware limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No. CIVSB2124879

*[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
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: July 18, 2023
Time: 10:00 a.m.
Dept.: S-26

Action Filed: August 27, 2021
Trial: None set

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 Julio Machado (“Plaintiff”) and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law 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

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

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

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

25
26
27
28 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.

26
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

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

13 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
14 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
15 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
16 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
17 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
18 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
19 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
20 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
21 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
22 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
23 *v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
24 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
25 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
26 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
27 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
28 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 August 27, 2021, Plaintiff filed a class action Complaint against Pacific Drayage in San Bernardino County Superior Court. After having exhausted his administrative remedies with the California Labor & Workforce Development Agency (“LWDA”) by way of a letter submitted to the LWDA on August 27, 2021 (a true and correct copy of which is attached to the Settlement as **Exhibit A**), on December 17, 2021, Plaintiff filed a First Amended Complaint (“FAC”) against Pacific Drayage, which added a PAGA claim. Plaintiff’s primary claims/allegations which are being settled subject to Court approval are that Pacific Drayage: (1) failed to provide accurate, itemized wage statements, and

1 (2) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”)
2 resulting from the wage statement violations.

3 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories
4 of liability are related to Defendant’s alleged failure to issue accurate, itemized wage statements. Lidman
5 Plaintiff alleges that Pacific Drayage issued inaccurate wage statements in violation of Labor Code § 226
6 because the wage statements failed all applicable hourly rates of pay and failed to include total hours
7 worked during the pay period, in violation of California law. Plaintiff’s data analysis reflected that there
8 were approximately 11,894 wage statements issued up until January 28, 2022 when Pacific Drayage
9 changed its wage statements to include this information.

10 12. Pacific Drayage contends that its alleged wage statement violations could not be shown
11 to be “knowing and intentional,” and that Plaintiff cannot show that he or any other employee “suffer[ed]
12 injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
13 imposition of penalties. Pacific Drayage also contends that as of January 28, 2022 it changes its wage
14 statement policies and procedures.

15 13. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
16 Labor Code violations.

17 14. Pacific Drayage argues that Plaintiff’s PAGA claim will fail for the same reasons that his
18 underlying claim will fail. Pacific Drayage also maintains that, given its good faith defenses, this Court
19 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Pacific Drayage
20 liable for Plaintiff’s claim, especially given the fact that Pacific Drayage changed its wage statements and
21 also in consideration that there was no injury since only simple math was required to remedy the missing
22 information.

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

1 16. After agreeing to participate in early mediation, Pacific Drayage informally produced
2 documents and information relevant to the claims alleged in advance of mediation, including without
3 limitation data to calculate the number of pay periods at issue and information about when Pacific Drayage
4 changed its wage statements on or about January 28, 2022. After a review and analysis of the documents
5 and information produced by Pacific Drayage, Class Counsel drew on their extensive experience in similar
6 cases to assess the strengths and weaknesses of Plaintiff's case. This discovery allowed the parties to
7 assess the merits and value of Plaintiff's claims and Pacific Drayage's defenses thereto, if a settlement
8 could not be reached.

9 17. As discussed in the preliminary approval papers, on August 9, 2022, a mediation was held
10 with Steven G. Mehta, a well-respected wage and hour class action mediator. During mediation, the
11 parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's
12 claims, and the legal basis for the claims and defenses. Ultimately, the parties agreed in principle on a
13 class-wide resolution. In the weeks that followed, the parties finalized the terms of settlement and
14 executed the Stipulation of Class Action and PAGA Settlement ("Settlement").

15 18. Plaintiff submitted the Stipulation of Class Action and PAGA Settlement to the Court with
16 his Motion for Preliminary Approval on September 28, 2022. On February 27, 2023, the Court signed
17 an Order Granting Preliminary Approval of the Settlement. Attached hereto as **Exhibit A** is a true and
18 correct copy of the Order Granting Preliminary Approval.

19 19. The Settlement Class encompasses: All current and former Drivers of Defendant Pacific
20 Drayage Services, LLC who worked at any time in California from August 27, 2020 and January 28, 2022.

21 20. After disbursement, Settlement Class Members will have 180 days to cash their checks.
22 Funds remaining unclaimed will be transferred to the California State Controller's Office – Unclaimed
23 Property Fund in the name of the corresponding Settlement Class Member(s).

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

26 22. My law firm's and co-counsel's work on this case includes, but is not limited to:
27 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
28 Pacific Drayage's documents and policies, preparing for and attending mediation, negotiating and

1 revising the long-form Settlement, preparing this Motion, and otherwise litigating the case.

2 23. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over
3 one year without receiving any compensation to date. To date, my law firm and co-counsel's firm, Haines
4 Law Group, APC have incurred \$11,627.36 in actual costs and have devoted substantial time to this
5 litigation and expect to incur approximately \$450.00 in future costs for filing the instant motion, filing
6 the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or
7 court costs for future court appearances for a total of a total of \$12,077.36. Attached hereto as **Exhibit**
8 **B** is an Expense Summary reflecting these costs, which include but are not limited to: filing fees,
9 messenger fees, service fees, copying costs (at \$.06 per page), mediation fees, and postage.

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

15 25. Given the considerable potential for adverse outcomes in this case, including, but not
16 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
17 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other
18 practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated
19 for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not
20 responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if
21 Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in
22 this matter, my firm and co-counsel firm will have litigated this case for well over two years with no
23 payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed
24 above, Class Counsel has advanced a total of \$11,627.36 (and anticipate incurring an additional \$450.00
25 in actual costs in connection with filing the motion for final approval and filing the final distribution
26 declaration(s) and related tasks) for a total of \$12,077.36 in litigation costs on a contingency basis, which
27 also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail
28 in this lawsuit.

26. In this case, Class Counsel have a lodestar of **\$100,970** which results is a 1.16 multiplier compared to the \$116,666.67 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 (25th Year Attorney)	\$750	56.1	\$42,075
Elizabeth Nguyen (17th Year Attorney)	\$650	31.7	\$20,605
Paul K. Haines (16th Year Attorney)	\$675	14.5	\$9,787.50
Milan Moore (7th Year Attorney)	\$450	55.6	\$25,020
Paralegals	\$175	19.9	\$3,482.50
Total Lodestar			\$100,970

27. 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 C**. 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.

28. 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)

29. 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%).

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

31. The requested service award to Plaintiff of \$5,000.00 is also reasonable. Plaintiff took on significant risks, including the risk that he could be liable for Pacific Drayage's costs if this case was unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things, gathering documents for use in this lawsuit, providing factual information to my firm regarding his claims, and working with Class Counsel on the to prepare for mediation and discuss the case, the merits, the defenses, and the settlement reached. Further, Plaintiff put his future employment prospects at risk by becoming a named Plaintiff in a representee action since the lawsuit is public record and may become

1 known to prospective employers when evaluating him for employment. Additionally, Plaintiff agreed to
2 a general release and a 1542 waiver.

3 32. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
4 Workforce Development Agency ("LWDA") via its website on September 28, 2022 the same day that he
5 filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached
6 hereto as **Exhibit D**. On May 9, 2023 Plaintiff submitted a copy of the Order granting preliminary
7 approval on the LWDA via its website. A true and correct copy of the proof of service is attached hereto
8 as **Exhibit E**.

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

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

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct.

17 Executed on June 23, 2023, at El Segundo, California.

18 
19
20 Scott M. Lidman

EXHIBIT A

EXHIBIT A

ORIGINAL

SCANNED

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JULIO MACHADO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC DRAYAGE SERVICES, LLC., a
Delaware limited liability company; and
DOES 1 through 100, inclusive,
Defendants.

Case No. ^{C703} CIVDS2124879

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

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

Date: January 31, 2023
Time: 10:00 a.m.
Division: S-26

Action Filed: August 27, 2021
Trial: None set

FAXED

1 The Motion of Plaintiff Julio Machado ("Plaintiff") for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on January 31, 2023 at 10:00 a.m.. The
3 Court, having considered the proposed Stipulation of Class Action and PAGA Settlement (the
4 "Settlement"), attached as Exhibit 1 to the Declaration of Scott M. Lidman filed concurrently with the
5 Motion; having considered Plaintiff's Motion for Preliminary Approval of Class Action Settlement,
6 Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith;
7 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 are 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 Drivers of Defendant Pacific Drayage Services, LLC
16 who worked at any time in California from August 27, 2020 and January
28, 2022.

17 2. For purposes of the Settlement, the Court designates named Plaintiff Julio Machado as
18 Class Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC
19 and Paul Haines of Haines Law Group, APC as Class Counsel.

20 3. The Court designates Phoenix Settlement Administrators as the third-party Settlement
21 Administrator for mailing notices.

22 4. The Court approves, as to form and content, the Notice Packet (which is comprised of the
23 Notice of Pendency of Class Action and Settlement and Notice of Settlement Award) and is attached to
24 the Settlement as Exhibit B.

25 6. The Court finds that the form of notice to the Settlement Class regarding the pendency of
26 the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,
27 constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient
28 notice to all members of the Settlement Class. The form and method of giving notice complies fully

1 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
2 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
3 other applicable law.

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

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

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

12 10. The Class Notice shall provide at least 60 calendar days' notice for members of the
13 Settlement Class to opt out of, or object to, the Settlement.

14 11. The Final Fairness Hearing on the question of whether the Settlement should be finally
15 approved as fair, reasonable, and adequate is scheduled in Department S-26 of this Court, located at 247
16 West Third Street, San Bernardino, California 92415 on 7/18, 2023 at 10:20 a.m. /
17 p.m.

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

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

14. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	15 calendar days after issuance of the preliminary approval order
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Information from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	<i>per CCP</i>
Final Fairness Hearing:	<u>7/18</u> , 2023 at <u>10:05</u> a.m./p.m.

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

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

IT IS SO ORDERED.

Dated: 2/27, 2023

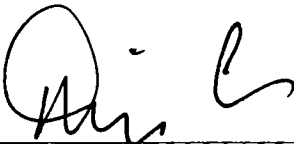

Honorable David S. Cohn
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Julio Machado v. Pacific Drayage Services, LLC

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$8,500.00
Filing, Service and Messenger Fees	\$2,845.06
Copying Costs (at 06. Cents/page)	\$73.92
Postage Costs	\$42.38
CourtCall	\$166.00
Anticipated Costs for filing the Final Approval motion, service fees, copying and postage	\$450.00
TOTAL:	\$12,077.36

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

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

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

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

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

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

EXHIBIT D

EXHIBIT D

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

Attorneys for Plaintiff
JULIO MACHADO

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

Attorneys for Plaintiff
JULIO MACHADO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JULIO MACHADO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC DRAYAGE SERVICES, LLC., a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2124879

*[Assigned for All Purposes to Hon. David
Cohn, Dept. S-26]*

**SUPPLEMENTAL PROOF OF SERVICE
RE: PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT (ON LWDA)**

Date: January 31, 2023
Time: 10:00 a.m.
Dept.: S-26

RECEIVED

2022 SEP 28 P 3:36

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On September 28, 2022, I served the foregoing document(s) described

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

(BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency (“LWDA”) by uploading them to the LWDA’s online system, under LWDA Case No. LWDA-CM- 842754-21.

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

3 Executed on September 28, 2022, at El Segundo, California.

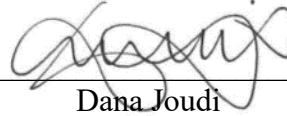
4 
Dana Joudi

EXHIBIT E

EXHIBIT E

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

Attorneys for Plaintiff
JULIO MACHADO

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

Attorneys for Plaintiff
JULIO MACHADO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JULIO MACHADO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC DRAYAGE SERVICES, LLC., a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2124879

*[Assigned for All Purposes to Hon. David
Cohn, Dept. S-26]*

**PROOF OF SERVICE ON LWDA RE:
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 **SUPPLEMENTAL PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF LOS ANGELES)

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

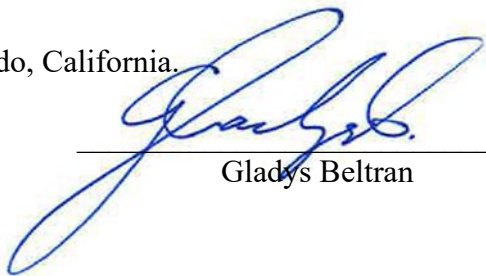
8 On May 9, 2023, I served the foregoing document(s) described as **ORDER**
9 **GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
10 on the interested party(ies) in this action as follows:

11 Labor and Workforce Development Agency
12 1515 Clay Street, Ste. 801
13 Oakland, CA 94612
14 <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

15 **(BY ELECTRONIC TRANSMISSION)** I caused a true and correct copy of the document(s)
16 described above to be electronically transmitted to the Labor and Workforce Development Agency
17 (“LWDA”) by uploading them to the LWDA’s online system, under LWDA Case No. LWDA-
18 CM- 842754-21.

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

21 Executed on May 9, 2023 at El Segundo, California.

22 
23 Gladys Beltran
24
25
26
27
28