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MARLON PEREZ and BERENICE QUIROZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARLON PEREZ, as an individual, and
BERENICE QUIROZ, as an individual, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

KUHNS ENTERPRISES, INC., doing business
as BRAND ENHANCE PARKING &
HOSPITALITY, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 25STCV06393

*[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: September 22, 2026

Time: 8:30 a.m.

Dept.: SSC-9

Briefing Schedule

Motion Due: August 10, 2026

Opposition Due: August 25, 2026

Reply Due: September 8, 2026

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

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

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

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

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

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

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

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

27
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-
14 KSC, United States District Court, Southern District of California.⁴
- 15 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
16 of Solano, Honorable Paul Berman, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23
- 24
- 25

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

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

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

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

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

18 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
19 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
20 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
21 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
22 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
23 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
24 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
25 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
26 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
27 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
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1 v. *H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
2 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
3 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
4 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
5 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
6 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley
7 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
8 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
9 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
10 presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court,
11 County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*
12 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
13 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
14 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
15 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
16 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
17 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
18 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
19 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
20 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
21 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
22 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
23 Honorable Judge Philip S. Gutierrez presiding.

24 9. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately
25 involved in every aspect of this case from its inception through the present, and I believe that the proposed
26 Settlement is a favorable result for the Settlement Class Members under the circumstances presented.
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1 10. On March 6, 2025, Plaintiff Marlon Perez commenced this Action by filing a Complaint
2 alleging causes of action against Defendant for (i) failure to pay all minimum wages owed; (ii) failure to
3 pay all overtime wages owed; (iii) failure to provide meal periods; (iv) failure to authorize and permit
4 rest periods; (v) failure to provide accurate, itemized wage statements; (vi) failure to pay sick pay wages
5 at the correct rate of pay; (vii) failure to indemnify all necessary business expenditures; and (viii) unfair
6 competition. Pursuant to Labor Code section 2699.3, subd.(a), on March 6, 2025, Plaintiff Marlon Perez
7 gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. On May 13, 2025,
8 Plaintiff filed a Representative PAGA Action Complaint. The Court has ordered the two actions related.
9 On March 11, 2026, pursuant to the instant settlement, and the Parties' joint stipulation, Plaintiff Perez
10 filed a First Amended Complaint adding Plaintiff Quiroz as a named Plaintiff and adding the PAGA
11 claim. Thus, Plaintiffs' primary claims/allegations are that Defendant: (1) failed to pay all minimum
12 wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide meal periods; (4) failed to
13 authorize and permit rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to
14 indemnify all necessary business expenditures; (7) is subject to waiting time penalties; (8) engaged in
15 unfair competition; and (9) is liable for civil penalties under the Labor Code Private Attorneys General
16 Act of 2004 ("PAGA").

17 11. In advance of mediation, Defendant produced timekeeping and payroll data for a 20%
18 sampling of the putative class, as well as its wage and hour policies and other relevant documents and
19 information relevant to the claims alleged. Accordingly, a sample of this group is representative of the
20 entire Settlement Class and is statistically significant and reliable for purposes of evaluating a potential
21 settlement. Defendant also provided Plaintiffs the necessary metrics, including without limitation, class
22 size for the relevant time periods. The key data points coupled with the data enabled Plaintiffs to
23 extrapolate for the entire relevant time period and aided in Plaintiffs' creation of a class-wide exposure
24 model for all the claims at issue, including unpaid wages, meal and rest period premiums, and penalties
25 potentially owed for alleged unpaid overtime wages, and meal and rest period violations.

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

3 12. On October 15, 2025, a mediation was held with Kevin Barnes, an experienced and well-
4 respected wage and hour class action mediator. During mediation, the parties vigorously debated their
5 opposing legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the
6 claims and defenses. Ultimately, the parties agreed on a class-wide resolution. *Id.* In the weeks that
7 followed, the parties finalized the terms of settlement and executed the Class Action and PAGA
8 Settlement Agreement and Class Notice.

9 13. Plaintiffs filed with the Court their Motion for Preliminary Approval, along with the
10 Settlement, on March 20, 2026. On March 20, 2026, Plaintiffs also submitted the Settlement and Motion
11 for Preliminary Approval to the LWDA. Attached hereto as **Exhibit A** is a true and correct copy of
12 confirmation of submission of said documents to the LWDA.

13 14. Subsequently on April 29, 2026, the Court granted preliminary approval of the class action
14 settlement, approving the Settlement. Attached hereto as **Exhibit B** is a true and correct copy of the
15 Minute Order Granting Preliminary Approval.

16 15. Plaintiff submitted to the LWDA the Minute Order Granting Preliminary Approval on
17 May 12, 2026. Attached hereto as **Exhibit C** is a true and correct copy of confirmation of submission of
18 said documents to the LWDA.

19 16. There are 1,261 total Settlement Class members defined as: "All individuals whom
20 Defendant Kuhns Enterprises, Inc. dba Brand Enhance Parking & Hospitality classified as non-exempt
21 employees and who worked for Defendant in California at any time during the Class Period." The Class
22 Period means the period of time starting on March 6, 2021 and ending on February 22, 2026. *Id.* ⁶

23 17. Aggrieved Employee is defined as "all individuals whom Defendant Kuhns Enterprises,
24 Inc. dba Brand Enhance Parking & Hospitality classified as non-exempt employees and who worked for
25 Defendant in California at any time during the PAGA Period." The PAGA Period means the period of
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27 ⁶ At the time of preliminary approval, counsel for Defendant indicated the end date of Class and PAGA periods was
28 February 8, 2026. However, after the hearing and prior to the mailing, one employee that was exempt was removed.
Accordingly, the end date was moved to February 22, 2026 and the escalator clause was not triggered.

1 time starting on March 6, 2024 and ending on February 22, 2026.

2 18. As explained in detail in the Motion for Preliminary Approval, Plaintiffs' primary theory
3 of liability is related to Defendant's timekeeping policies and practices. Specifically, Plaintiffs allege
4 that Defendant did not pay them for all time worked. Specifically, Plaintiffs allege that Defendant
5 required its non-exempt employees to perform work duties while clocked out during meal periods.
6 Further, Plaintiffs allege that Additionally, Plaintiffs allege that Defendant failed to properly pay the
7 regular rate of pay for purposes of overtime. Also, Plaintiffs allege that Defendant paid Plaintiff and
8 non-exempt employees graveyard shift pay and other forms of pay not properly excludable as a matter
9 of law when calculating the regular rate of pay, but failed to include this form of pay when calculating
10 the regular rate of pay for purposes of overtime.

11 19. Defendant contends that it properly calculated and paid Class Members all overtime
12 wages. Defendant further asserts that Plaintiff would be unable to certify an unpaid wages class given
13 the individualized inquiries that would be required. Additionally, Defendant contends a number of
14 putative class members signed arbitration agreements.

15 20. Plaintiffs allege that they and the Class Members were not provided with all legally-
16 compliant first meal periods beginning before the end of the fifth hour of work.. Lidman Decl., ¶ 20.
17 Specifically, Plaintiff alleges that due to the location of the designated lunch area and Defendant's
18 purported requirement that Plaintiffs be back at their workstation ready to work exactly 30 minutes
19 after lunch began, their meal periods were often late and/or short and in violation of California law.
20 *Id.* Moreover, Plaintiffs allege that Defendant required employees to be available via cellular phone
21 and/or walkie talkie resulting in non-duty free meal periods.

22 21. Defendant counters that it has always maintained a lawful meal period policy and
23 provided non-exempt employees with an opportunity to take legally compliant meal periods, and any
24 non-compliant meal periods reflected in employee timekeeping records were solely the result of
25 employee choice, rather than any policy or practice of Defendant. Defendant points out that it is only
26 required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and
27 that it has always done so. Finally, Defendant contends Plaintiffs' meal period claim is not suited for
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1 class certification given arbitration agreements and given that individual inquiries would be required
2 to assess which employees took non-compliant meal periods, how many meal periods were non-
3 compliant or missed, and the reasons why a particular employee took a non-compliant meal period or
4 missed a meal period during a particular shift.

5 22. Plaintiffs allege that they and Class Members were also not authorized and permitted to
6 take all required rest periods due to Defendant's rest period policies and practices. Specifically,
7 Plaintiffs alleges that due to work demands, non-exempt employees were not authorized and permitted
8 to take duty-free net 10-minute rest periods when they worked shifts in excess of 3.5 hours and had to
9 remain on the work premises. Plaintiffs allege that they and other non-exempt employees experienced
10 at least one rest period violation on every shift worked in excess of 3.5 hours.

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

17 24. Plaintiffs further allege that Defendant issued inaccurate wage statements in violation
18 of Labor Code § 226 as a result of the alleged unpaid overtime wages, and meal and rest period
19 premium wages described above.

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

24 26. Plaintiffs alleges that Defendant failed to reimburse them and Settlement Class
25 Members for all necessary business expenses incurred. Specifically, Plaintiffs allege that Defendant
26 required Plaintiff and Settlement Class Members to use their personal cellular phones, for work-related
27 purposes but did not reimburse the Settlement Class Members for such usage. Despite knowing that
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1 Settlement Class Members had incurred necessary business expenses to communicate with team
2 members through their own personal electronic devices Defendant purportedly failed to reimburse
3 putative class members in violation of Labor Code § 2802 up until May 2025.

4 27. Defendant contends that employees did not have to use their personal cellular phones
5 to communicate with team members and would only do so at their own volition. Defendant also argues
6 that this claim is not suitable for class treatment because it would require individualized determinations
7 as to whether each employee used a personal cellular phone, how often, and how much of that use was
8 a reasonable percentage of their individual monthly expenses.

9 28. Plaintiffs allege that Defendant is also liable for waiting time penalties under Labor
10 Code section 203 as a result of its failure to timely pay all wages upon separation. There are
11 approximately 621 Class Members who have separated their employment with Defendant during the
12 relevant time period who could be entitled to waiting time penalties.

13 29. Defendant asserts it has strong defenses to the waiting time claim because there exist
14 good-faith disputes as to Plaintiffs' underlying claims, precluding imposition of penalties.

15 30. Lastly, Plaintiffs also seek civil penalties under the PAGA as a result of the foregoing
16 alleged Labor Code violations.

17 31. Defendant argues that Plaintiffs' PAGA claim will fail for the same reasons that her
18 underlying claims will fail. Defendant 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 Defendant
20 liable for any of Plaintiffs' claims.

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

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

3 34. My law firm's and co-counsel's work on this case includes, but is not limited to:
4 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
5 Defendant' documents and policies, analyzing timekeeping data and payroll records, creating a
6 comprehensive damages model, drafting a mediation brief, preparing for and attending mediation,
7 negotiating and preparing the long-form settlement agreement, preparing the Motions for Preliminary
8 and Final Approval, overseeing the settlement administration process, and otherwise litigating this
9 case.

10 35. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm
11 dedicated substantial resources to this litigation, including expending \$23,141.99, in actual costs, have
12 devoted substantial time to this litigation and expect to incur approximately \$650.00 in future costs
13 for filing the instant motion, filing the final declaration regarding distribution of settlement, Case
14 Anywhere fees, service and messenger fees, and/or postage fees. A true and correct copy of my firm's
15 and Haines Law Group's costs summary in this matter is attached hereto as **Exhibit D**.

16 36. My experience in matters similar to this one was integral in evaluating the strengths
17 and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of
18 wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive
19 state and federal law, as well as the procedural law of class action litigation. This case involved
20 nuanced legal issues.

21 37. Given the considerable potential for adverse outcomes in this case, including, but not
22 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
23 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also
24 other practical challenges. There was a real risk that my firm and co-counsel's firm would not be
25 compensated for our work, because our firms handled this matter on a purely contingent basis. Thus,
26 Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover
27 attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final
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approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over one year with no payment, all while bearing the risk of non-payment if Plaintiffs were unsuccessful. Moreover, as discussed above, Class Counsel has expended \$23,141.99, in actual costs, have devoted substantial time to this litigation and expect to incur approximately \$650.00 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 \$133,870 which results in a multiplier of approximately 1.86 compared to the \$250,000.00 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)	\$900	62.5	\$56,250
Paul K. Haines (18th Year Attorney)	\$800	17.1	\$13,680
Milan Moore (9th Year Attorney)	\$650	74.5	\$48,425
Tiara Gose-Hardy (6th Year Attorney)	\$525	21.4	\$11,235
Paralegals	\$200	16.8	\$4,280
Total Lodestar			\$133,870

38. My proposed hourly rate of \$900, Mr. Haines' proposed hourly rate of \$800, Ms. Moore's proposed hourly rate of \$650, and Ms. Gose-Hardy's proposed hourly rate of \$525 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 E**.

39. 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).

40. 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%).

41. 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.

42. The requested enhancement payments to Plaintiffs of \$7,500.00 or \$15,000 are also reasonable given Plaintiffs' efforts in this case and the risks they undertook on behalf of Settlement Class members. Plaintiffs gathered documents for use in the lawsuit and attended several meetings

1 with Class Counsel discussing the case, the merits, the defenses, and the overall fairness of the
2 settlement reached. Thus, the enhancement payments to Plaintiffs are appropriate and justified as part
3 of the Settlement and should be finally approved.

4 43. Plaintiffs have provided written approval of the split of attorneys' fees in this action.

5 44. As the Response Deadline is August 7, 2026, Plaintiff will submit a supplemental
6 declaration from the settlement administrator that includes the final Settlement Class Members'
7 responses after the Response Deadline expires and prior to the hearing on September 22, 2026.

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

10 
11 _____
12 Scott M. Lidman

EXHIBIT A

EXHIBIT A

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, March 20, 2026 5:14:45 PM

03/20/2026 05:14:18 PM

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

Item submitted: Proposed Settlement

On 03/20/2026 05:14:18 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1084446-25

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 B

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

25STCV06393

April 29, 2026

**MARLON PEREZ vs KUHNS ENTERPRISES, INC., DOING
BUSINESS AS BRAND ENHANCE PARKING & HOSPI-
TALITY, A CALIFORNIA CORPORATION**

8:30 AM

Judge: Honorable Elaine Lu
Judicial Assistant: M. Zavala
Courtroom Assistant: M. Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Milan Moore for Tiara Gose-Hardy Via LA Court Connect

For Defendant(s): Janet S. Soultanian Via LA Court Connect

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

The matter is called for hearing with related case 25STCV14001.

The Court and counsel confer regarding the present status and anticipated resolution of the request for dismissal in the related matter, 25STCV14001, which is to follow the Motion for Final Approval of Settlement in the lead case, 25STCV06393.

The Court posts the Tentative Ruling on the court's website. Parties submit on the Tentative Ruling.

The Court adopts the Tentative Ruling as the Final Ruling of the Court.

The Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof filed by Berenice Quiroz, Marlon Perez 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 **\$750,000**, non-reversionary. (¶4.1)
 - o Escalator Clause: Based on its records, Defendant initially estimated that there are approximately 1,142 Class Members who worked a total of 75,306

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

25STCV06393

**MARLON PEREZ vs KUHNS ENTERPRISES, INC., DOING
BUSINESS AS BRAND ENHANCE PARKING & HOSPI-
TALITY, A CALIFORNIA CORPORATION**

April 29, 2026

8:30 AM

Judge: Honorable Elaine Lu
Judicial Assistant: M. Zavala
Courtroom Assistant: M. Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

Workweeks during the Class Period. The Settlement provides that if the actual number of Workweeks worked during the Class Period is more than 10 percent greater than this figure (i.e., there are 82,837 or more Workweeks worked by the Class Members), Defendant shall have the sole option to: (i) cut off the Class Period, PAGA Period, and release periods on the date on which the aggregate workweeks is closest to, without exceeding, 82,837 Workweeks worked by the Class Members; or (ii) increase the Gross Settlement Amount on a proportional percentage basis (i.e., if there was a 11% increase in the number workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 11%). (§9) At the April 29, 2026 hearing, Defendant's counsel indicated in open court that the escalator has been triggered, and Defendant has opted to cut short the class period at February 8, 2026. The Parties agreed in open court that there will be no change to the Gross Settlement Amount or any other change.

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

- o Up to **\$250,000** (33 1/3%) for attorney fees (§4.2.2);
- o Up to **\$30,000** for attorney costs (*Ibid.*);
- o Up to **\$15,000 total [\$7,500 each]** for a service award to each proposed class representative (§4.2.1);
- o Up to **\$16,500** for settlement administration costs (§4.2.3); and
- o Payment of **\$50,000** PAGA penalty (65% or \$32,500 to the LWDA). (§4.2.7)

· Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (§4.1)

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

25STCV06393

**MARLON PEREZ vs KUHNS ENTERPRISES, INC., DOING
BUSINESS AS BRAND ENHANCE PARKING & HOSPI-
TALITY, A CALIFORNIA CORPORATION**

April 29, 2026

8:30 AM

Judge: Honorable Elaine Lu
Judicial Assistant: M. Zavala
Courtroom Assistant: M. Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **8/10/2026** and will be heard on **09/22/2026 at 8:30 AM**. *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.

Hearing on Motion for Final Approval of Settlement is scheduled for 09/22/2026 at 08:30 AM in Department 9 at Spring Street Courthouse.

Non-Appearance Case Review Filing and Serving of Motion for Final Approval of Settlement is scheduled for 08/17/2026 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 Counsel for Plaintiff who is ordered to give further and formal notice to all other parties and file proof of service of such within 10 days.

Certificate of Service is attached.

EXHIBIT C

EXHIBIT C

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Tuesday, May 12, 2026 11:26:59 AM

05/12/2026 11:26:31 AM

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

Item submitted: Court Order or Judgment

On 05/12/2026 11:26:31 AM your Court Order or Judgment was successfully processed for case number LWDA-CM-1084446-25

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 D

EXHIBIT D

Expense Summary
Marlon Perez v. Kuhns Enterprises, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$8,750.00
Filing and Messenger Fees	\$4,358.80
CaseAnywhere Fees (billed quarterly)	\$2,074.30
Copying Costs	\$72.00
Expert Analysis Costs (for mediation)	\$7,695.00
Service Fees (First Legal)	\$163.44
Postage Costs	\$28.45
Anticipated Costs for filing the Final Approval motion, court appearances, service fees, copying and postage, and CaseAnywhere Fees (through the filing of the Administrator distribution declaration)	\$650.00
TOTAL:	\$23,791.99

EXHIBIT E

EXHIBIT E

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424

6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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