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REMBER GUILLEN and JUAN SALAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

REMBER GUILLEN and JUAN SALAS, as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

vs.

MOBILE CLEAR SHIELD, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22STCV31784

Related to Case No.: 22STCV31788

*[Assigned for all purposes to the Hon. David S.
Cunningham III, Dept. SSC-11]*

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

Date: January 13, 2026

Time: 9:00 a.m.

Dept.: SSC-11

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 Rember Guillen and Juan Salas (hereafter collectively referred to as “Plaintiffs”) and
4 the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the
5 bar of the State of California and am admitted to practice in this Court. I have personal knowledge of
6 the facts stated in this declaration 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 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of
28 Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
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
5 wage and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder
6 of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
7 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-
8 five (65) wage and hour class actions filed in State courts throughout California, with several of them
9 having been removed to Federal courts. I believe that my professional experience renders me more than
10 qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum
11 wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens
12 of wage and hour cases throughout my career involving similar claims, including the wage and hour
13 class actions identified above, I have litigated similar claims from both plaintiff and defense
14 perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments
15 that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and
16 arguments in support and in opposition to class certification. Consequently, I am able to appreciate the
17 significant risks, uncertainties, and delay involved in wage and hour class action litigation.

18 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
19 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
20 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
21 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
22 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
23 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
24 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
25 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
26 Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case
27 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 Plaintiffs 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.

1 10. On September 28, 2022, Plaintiffs filed a putative class action complaint against
2 Defendant Mobile Clear Shield, LLC (“Defendant”) in Los Angeles County Superior Court. On
3 November 21, 2023, pursuant to a stipulation between the Parties and with approval by the Court,
4 Plaintiffs filed a First Amended Class and Representative Action Complaint adding a cause of action
5 for civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”). The primary
6 allegations are that Defendant misclassified the Class Members as independent contractors and, as a
7 result: (1) failed to pay all overtime wages owed; (2) failed to pay all minimum wages owed; (3) failed
8 to provide meal periods; (4) failed to authorize and permit all paid rest periods; (5) unlawfully deducted
9 from wages; (6) failed to provide accurate, itemized wage statements; (7) failed to pay all wages upon
10 termination; (8) failed to reimburse necessary business expenses; (9) engaged in unfair competition;
11 and (10) is liable for civil penalties under the PAGA.

12 11. In advance of mediation, Defendant produced timekeeping and payroll data for the
13 putative class, as well as its wage and hour policies and other relevant documents and information
14 relevant to the claims alleged. Plaintiffs contend that the records produced were representative of the
15 entire Settlement Class and are statistically significant and reliable for purposes of evaluating a potential
16 settlement. From the time and payroll data, Plaintiffs were able to determine that the class members
17 were indeed classified as independent contractors and paid solely on a piece-rate basis through
18 December 2019. Additionally, Plaintiffs were able to assess meal period violations because the class
19 members were not required to record them. Further, if all Settlement Class members brought lawsuits
20 for unpaid wages and other wage and hour violations due to being misclassified as independent
21 contractors, they would rely on timekeeping records similar to the ones in the mediation production
22 which also supports a finding that it is statistically reliable. Defendant also provided a class list for
23 Plaintiffs to calculate the necessary metrics, including without limitation, class size, total number of
24 workweeks and pay periods for the relevant time periods. The key data points coupled with the
25 representative data sampling, enabled Plaintiffs to extrapolate to the entire class and aided in Plaintiffs’
26 creation of a class-wide exposure model for all the claims at issue, including unpaid wages and penalties
27 potentially owed for alleged minimum and overtime wages, meal and rest period premiums, and unpaid
28 wages violations for the former individuals classified as independent contractors. After the detailed

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

4 12. On July 14, 2023, a full-day mediation was held with Steve Pearl, Esq., a well-respected
5 wage and hour class action mediator. During mediation, the parties vigorously debated their opposing
6 legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the claims and
7 defenses. Ultimately, through acceptance of a mediator's proposal, the Parties agreed in principle on a
8 class-wide resolution.

9 13. On February 20, 2024, Plaintiffs submitted the Class Action and PAGA Settlement
10 Agreement and Class Notice to the Court with their Motion for Preliminary Approval. On October
11 22, 2024, after a hearing on the Motion for Preliminary Approval, the Court issued a minute order
12 ordering Plaintiffs to address several issues and submit supplemental briefing. On January 27, 2025,
13 Plaintiffs submitted supplemental briefing to address the issues raised in the Court's minute order. On
14 February 27, 2025, the Court issued an Order Granting Preliminary Approval of the Settlement.
15 Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary Approval.

16 14. Plaintiffs submitted the Court's Order Granting Preliminary Approval of the Settlement
17 to the LWDA via the LWDA's website on March 31, 2025. Attached hereto as **Exhibit B** are true and
18 correct copies of Plaintiffs' submission preview and confirmation to the LWDA of the Court's Order
19 Granting Preliminary Approval.

20 15. According to the Settlement Administrator, there are 51 total Settlement Class members
21 defined as: "All individuals whom Defendant Mobile Clear Shield, LLC classified as independent
22 contractors and who worked for Defendant in California at any time during the Class Period," which is
23 the period of time between September 28, 2018 and January 31, 2020.

24 16. The proposed PAGA Aggrieved Employees are defined as "All individuals whom
25 Defendant Mobile Clear Shield, LLC classified as non-exempt employees and who worked for
26 Defendant in California at any time during the PAGA Period." The PAGA Period is the period of time
27 starting on September 28, 2018 and ending on January 31, 2020.
28

1 17. As explained in detail in the Motion for Preliminary Approval, Plaintiffs' primary
2 theory of liability is related to Defendant's alleged failure to pay for all time worked. Specifically,
3 Plaintiffs allege that they and other the Class Members were not fully compensated for all of their time
4 worked because Defendant misclassified them as independent contractors and paid them solely on a
5 piece-rate basis. Additionally, Plaintiffs allege that Defendant failed to pay them overtime and failed
6 to include bonuses in the regular rate for purposes of overtime, resulting in an underpayment of
7 overtime wages. As a result of being paid solely by piece-rate, Plaintiffs allege that they and other
8 Class Members were underpaid 1 hour of pay for tasks including, waiting for work and/or customers,
9 driving between jobs, fueling their vehicles, performing administrative tasks such as completing
10 paperwork, and taking rest periods.

11 18. Defendant contends that it compensated Class Members for all of their time worked,
12 and also that many class members were actually overpaid by its rounding practices rather than
13 underpaid. Defendant provided documents in support of its contention that Class Members were paid
14 on an hourly basis with an additional piece-rate bonus such that all time was indeed compensated
15 during the entire relevant time period. Further, Defendant also contends that its rounding practices
16 were lawful, and any unpaid time, if any, was *de minimis* and therefore non-compensable. Moreover,
17 Defendant contends that it properly calculated and paid Class Members all overtime wages owed.
18 Defendant further asserts that, given that a number of the Class Members signed arbitration agreements,
19 Plaintiffs would be unable to certify given the individualized inquiries that would be required, and also
20 that Defendant's rounding policy/mechanism was, according to it, neutral on its face and in its
21 application.

22 19. Plaintiffs allege that because they and the Class Members were misclassified as
23 independent contractors, Defendant did not have any meal period policies applying to them and, thus,
24 failed to provide all legally-compliant first meal periods beginning before the end of the fifth hour of
25 work. Specifically, Plaintiffs allege that due to the work demands imposed by Defendant, their meal
26 periods were often late, short, or missed in violation of California law. Additionally, Plaintiffs allege
27 Defendant failed to record the start and stop times of meal periods.

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

12 21. Plaintiffs allege that because they and Class Members were misclassified as
13 independent contractors, they were not authorized and permitted to take all required paid rest periods
14 due to a lack of Defendant’s rest period policies and practices. Specifically, Plaintiffs allege that due
15 to work demands, independent contractors were not authorized and permitted to take duty-free net 10
16 minute rest periods. Additionally, Plaintiffs allege that as a result of being paid on a piece-rate basis,
17 they did not receive paid rest breaks. Thus, Plaintiffs allege that they and other independent contractors
18 experienced at least one rest period violation on every shift worked in excess of 3.5 hours.

19 22. Defendant contends it has always maintained and enforced lawful rest period policies
20 and practices, and that Class Members were authorized and permitted to take all off-duty rest periods
21 in compliance with California law. Defendant also contends that Class Members were paid hourly and
22 not paid on a piece-rate basis only and thus, did receive paid rest periods. Defendant also argues that
23 Plaintiffs’ rest period claim is inherently unsuited for class treatment as it requires an individualized
24 inquiry into whether each Class Member was in fact authorized and permitted to take a compliant rest
25 period, which would devolve into an unmanageable series of mini-trials.

1 23. Plaintiffs allege that Defendant failed to reimburse them and Class Members for
2 necessary business expenditures, including the use of their personal vehicle, phone, and tools for work
3 purposes, as required under Labor Code section 2802.

4 24. Defendant contends that any purportedly necessary expenses incurred by employees were
5 minimal. Defendant also argues that this claim is not suitable for class treatment, it maintained a lawful
6 expense reimbursement policy, and individualized determinations would be required as to how often
7 each employee used their personal vehicle and how many miles driven.

8 25. Plaintiffs further allege that Defendant failed to issue accurate wage statements due to
9 the misclassification as independent contractors in violation of Labor Code § 226, and also as a result
10 of the alleged unpaid minimum wages and overtime wages, and meal and rest period premium wages
11 described above. Additionally, Plaintiffs contend that the wage statements issued by Defendant
12 independently violated Labor Code sections 226 and 226.2 in that they fail to show: (i) total hours
13 worked during the pay period; (ii) the number of piece-rate units earned and any applicable piece rate;
14 (iii) the total hours of compensable rest periods, the rate of compensation, and the gross wages paid for
15 those periods during the pay period; (iv) list of deductions; and (v) the total hours of other
16 nonproductive time, the rate of compensation, and the gross wages paid for that time during the pay
17 period.

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

22 27. Plaintiffs allege that Defendant is also liable for waiting time penalties under Labor
23 Code section 203 as a result of its failure to timely pay all wages upon separation.

24 28. As for Plaintiffs' claim for waiting time penalties, Defendant asserts it has strong
25 defenses to the waiting time claim because there exist good-faith disputes as to Plaintiffs' underlying
26 claims, precluding imposition of penalties.

27 29. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged
28

1 Labor Code violations.

2 30. Lastly, Defendant argues that Plaintiffs' PAGA claim will fail for the same reasons that
3 their underlying claims will fail. Defendant also maintains that, given its good faith defenses, this Court
4 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant
5 liable for any of Plaintiffs' claims.

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

8 32. My law firm's and co-counsel's work on this case includes, but is not limited to:
9 conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting legal research, reviewing
10 approximately hundreds of pages of Defendant's documents and policies, analyzing Settlement Class
11 members' timekeeping data and payroll records, drafting a mediation brief, preparing for and attending
12 mediation, negotiating and revising the long-form Settlement, preparing the Addendum, preparing the
13 Motion for Preliminary Approval and supplemental briefing, preparing the Motion for Final Approval,
14 overseeing the settlement administration process, communicating with Settlement Class Members, and
15 otherwise litigating this case.

16 33. Since undertaking representation of Plaintiffs, my firm and/or co-counsel's firm
17 dedicated substantial resources to this litigation, including expending a total of \$9,262.52 in actual
18 costs and have devoted substantial time to this litigation and expect to incur approximately \$450.00 in
19 future costs for filing the instant motion, filing the final declaration regarding distribution of
20 settlement, service and messenger fees, postage fees, and/or court costs for future court appearances.
21 A true and correct copy of my firm's and Haines Law Group's costs summary in this matter is attached
22 hereto as **Exhibit C**.

23 34. My experience in matters similar to this one was integral in evaluating the strengths
24 and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of
25 wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive
26 state and federal law, as well as the procedural law of class action litigation. This case involved
27 nuanced legal issues including questions surrounding Defendant's obligation to "provide" meal
28

periods, “authorize and permit” rest periods, and the propriety of statutory penalties, to name just a few.

35. 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, Plaintiffs were not responsible for paying my firm’s attorneys’ fees and my firm could only recover attorneys’ fees if Plaintiffs were 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 nearly 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 \$9,413.52 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.

In this case, Class Counsel have a lodestar of \$185,810.00 which results in a multiplier of approximately 1.59 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 co-counsel’s firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27 th Year Attorney)	\$900	97.6	\$87,840.00
Paul K. Haines (18th Year Attorney)	\$800	18.2	\$14,560.00
Milan Moore (9th Year Attorney)	\$650	88.4	\$57,460.00
Tiara Gose-Hardy (6th Year Attorney)	\$525	42	\$22,050.00
Paralegals	\$200	19.5	\$3,900.00
Total Lodestar			\$185,810.00

36. 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

1 reasonable in light of our respective skills, wage and hour class action litigation experience, reputation,
2 and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly
3 rates are in line with the *Laffey Matrix*, a true and correct copy of which is attached hereto as **Exhibit**
4 **D.**

5 37. The attorneys' fee award requested is consistent with those routinely awarded by
6 California superior courts. California superior courts frequently grant common fund awards of 33%.
7 *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb.
8 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*,
9 No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of
10 lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles
11 County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar
12 crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3,
13 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*,
14 No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots*
15 *Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004)
16 (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July
17 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior
18 Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement).

19 38. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of
20 the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct.,
21 Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film*
22 *Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct.,
23 Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August
24 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008,
25 Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct.,
26 January 15, 2014, Case No. 26-56886 (40%).

39. 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.

40. The requested enhancement payment to each Plaintiff of \$7,500.00 is 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 meetings with Class Counsel discussing the case, the merits, the defenses, and the overall fairness of the settlement reached. Thus, the enhancement payment to Plaintiffs is appropriate and justified as part of the Settlement and should be finally approved.

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

42. On or about June 11, 2025, Plaintiffs discovered that the original Class Notice, which did not include the attorney fee split, was mailed to Settlement Class Members. The Parties revised the Class Notice and, on June 24, 2025, the Court ordered the Settlement Administrator to mail the revised Class Notice within 10 days.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 20, 2025, at El Segundo, California.


Scott M. Lidman

EXHIBIT A

EXHIBIT A

FILED

Superior Court of California
County of Los Angeles

02/27/2025

David W. Strydom, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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Attorneys for Plaintiffs
REMBER GUILLEN and JUAN SALAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

REMBER GUILLEN and JUAN SALAS, as
individuals and on behalf of all others
similarly situated,

Plaintiff,

vs.

MOBILE CLEAR SHIELD, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Lead Case No.: 22STCV31784

Related to Case No.: 22STCV31788

*[Assigned for all purposes to the Hon. David
S. Cunningham III, Dept. SSC-11]*

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

Date: May 22, 2024

Time: 10:00 a.m.

Dept.: SSC-11

1 The Motion of Plaintiffs Rember Guillen and Juan Salas (“Plaintiffs”) for Preliminary Approval
2 of Class Action Settlement will come on regularly for hearing before this Court on May 22, 2024 at
3 10:00 a.m. The Court, having considered the proposed Class Action and PAGA Settlement Agreement
4 and Class Notice (the “Settlement”), attached as Exhibit 2 to the Declaration of Scott M. Lidman filed
5 concurrently with the Motion; having considered Plaintiffs’ Motion for Preliminary Approval of Class
6 Action Settlement, Memorandum of Points and Authorities in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All individuals whom Defendant Mobile Clear Shield, LLC classified as
16 independent contractors and who worked for Defendant in California at any
time from September 28, 2018 through January 31, 2020.

17 2. For purposes of the Settlement, the Court designates named Plaintiffs Rember Guillen
18 and Juan Salas as Class Representatives, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of
19 Lidman Law, APC and Paul Haines of Haines Law Group, APC as Class Counsel.

20 3. The Court designates Phoenix Class Action Administration Solutions as the third-party
21 Settlement Administrator for mailing notices.

22 4. The Court approves, as to form and content, the Class Notice, which means the Court
23 Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval and is attached
24 to the Settlement as Exhibit A.

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

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

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

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

8. The Court directs the Settlement Administrator to mail the Class Notice to the members of the Class in accordance with the terms of the Settlement.

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

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 11 of this Court, located at 312 North Spring Street, Los Angeles, California, 90012 on July 8, 2025, ~~2024~~ at 10:00 a.m. / ~~p.m.~~

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

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

//

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	20 calendar days after issuance of the preliminary approval order
Settlement Administrator to mail Class Notice to Class Members	14 calendar 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 Plaintiffs to file Motion for Final Approval of Class Action Settlement:	
Final Fairness Hearing:	July 8, 2025, 2024 at _____ a.m./p.m.

14. 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.

15. 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: 02/27/2025, ~~2024~~



Honorable David S. Cunningham III
Judge of the Superior Court

EXHIBIT B

EXHIBIT B



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Court Order or Judgment in PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court Case Name and Plaintiff Information

Court Case Name

Plaintiff Name

Order or Judgment Details

Date Court order signed by Judge *

Gross Settlement/Court Order Amount *

Gross Penalties Per Court Order *

20,000

Penalties to LWDA *

15,000

Fee award *

116,666.67

Court Order.Judgment File and Other Files

Court Order or Judgment * 2025-02-27 ...PA Motion.pdf**Other Attachment** No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Monday, March 31, 2025 6:03:43 PM

03/31/2025 06:03:26 PM

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

Item submitted: Court Order or Judgment

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 C

EXHIBIT C

Expense Summary
Rember Guillen, et al. v. Mobile Clear Shield, LLC

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$3,750.00
Filing, Service, and Messenger Fees	\$5,492.88
Copying Costs	\$2.50
Postage Costs	\$13.14
Document Purchase Fees	\$4.00
Anticipated Costs for filing the Final Approval motion, court appearances, Case Anywhere fees through 6/2025, service fees, copying and postage	\$450.00
TOTAL:	\$9,712.52

EXHIBIT D

EXHIBIT D

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 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
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.