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WILLIAM COLEMAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LAKE**

WILLIAM COLEMAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PROENERGY CRAFTS, INC., a Missouri
corporation; EVAPTECH, INC., a Maryland
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CV423136

[Assigned for all purposes to the Hon. Michael S.
Lunas, Dept. 1]

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

Date: February 24, 2025
Time: 9:00 a.m.
Dept.: 1

1 I, SCOTT M. LIDMAN, declare as follows:

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

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

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

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

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

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

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

- 12 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
13 States District Court, Central District of California, Honorable Gary Klausner,
14 presiding¹.
- 15 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior
16 Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 17 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
18 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 19 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior
20 Court, County of Alameda, Honorable Winifred Smith, presiding.
- 21 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
22 United States District Court, Central District of California, Honorable Percy
23 Anderson, presiding.
- 24 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
25 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²

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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.

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

- 1 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
2 States District Court, Central District of California, Honorable Percy Anderson,
3 presiding.
- 4 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
5 States District Court, Central District of California, Honorable Percy Anderson,
6 presiding.
- 7 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
8 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 9 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
10 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 11 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC,
12 United States District Court, Southern District of California.⁴
- 13 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of
14 Solano, Honorable Paul Berman, presiding.
- 15 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
16 Superior Court, County of Orange, Honorable William Claster, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
20 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 21 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
22 States District Court, Central District of California, Honorable Margaret Morrow,
23 presiding.
- 24 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
25 States District Court, Central District of California, Honorable Margaret Morrow,
26 presiding.

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

23 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
24 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage
25 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of
26 Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
27 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five
28 (65) wage and hour class actions filed in State courts throughout California, with several of them having
 been removed to Federal courts. I believe that my professional experience renders me more than qualified

1 to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal
2 and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and
3 hour cases throughout my career involving similar claims, including the wage and hour class actions
4 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result,
5 I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and
6 defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition
7 to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay
8 involved in wage and hour class action litigation.

9 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
10 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
11 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
12 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
13 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
14 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
15 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
16 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
17 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
18 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
19 *v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
20 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
21 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
22 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
23 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
24 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley
25 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
26 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
27 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
28 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*

1 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
2 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
3 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
4 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
5 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
6 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
7 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
8 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
9 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
10 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
11 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
12 Honorable Judge Philip S. Gutierrez presiding.

13 9. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately
14 involved in every aspect of this case from its inception through the present, and I believe that the proposed
15 Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

16 10. On April 17, 2023, Plaintiff filed a putative class action complaint against Defendants in
17 San Bernardino County Superior Court. On April 17, 2023, Plaintiff sent a letter to the California Labor
18 Workforce Development Agency (“LWDA”) regarding Defendants’ alleged Labor Code violations and
19 Plaintiff’s intent to bring a claim for civil penalties under the Labor Code Private Attorneys General Act
20 (“PAGA”). After exhausting her administrative requirements under the PAGA, Plaintiff filed a First
21 Amended Class and Representative Action Complaint on June 22, 2023 adding one cause of action for
22 civil penalties under the PAGA. As part of the Court granting preliminary approval, Plaintiff was granted
23 leave to file a Second Amended Complaint to add allegations for: (i) miscalculation of regular rates of
24 pay, including for overtime compensation; (ii) failure to properly pay sick pay; and (iii) failure to pay
25 meal period premiums at the regular rate. As such, Plaintiff’s operative complaint alleges that
26 Defendants: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3)
27 failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required
28 rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to timely pay all wages
upon separation of employment; (7) engaged in unlawful business practices; and (8) are liable for civil

1 penalties under the PAGA.

2 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories
3 of liability are related to Defendants' alleged failure to pay for all time worked and failure to provide
4 Settlement Class Members all legally compliant duty-free meal and rest periods. Plaintiff alleges that
5 Defendants failed to compensate its non-exempt employees for all time worked because Defendants
6 would keep track of Plaintiff's time worked and would unlawfully round/shave time worked such that
7 Plaintiff would not be fully paid for all time worked. This time-shaving and/or rounding practice utilized
8 by Defendants was not even-handed over time and would almost exclusively round and shave in
9 Defendants' favor such that Plaintiff was routinely underpaid for all her time worked. Additionally,
10 during the relevant time period, Defendants paid their non-exempt employees bonuses and \$1.00/hour
11 shift differentials but failed to include these payments in the regular rate, which resulted in a systematic
12 underpayment of overtime wages to Plaintiff and the other non-exempt employees.

13 12. Defendants contend that they compensated Settlement Class members for all of their time
14 worked, and any unpaid time was *de minimis* and therefore non-compensable. Defendants further contend
15 that they did not have a rounding policy or practice during the relevant time period. Further, Defendants
16 contend any bonuses paid during the relevant time period were discretionary and did not to be included
17 in the regular rate of pay for overtime purposes.

18 13. Plaintiff alleges that she and Settlement Class Members were not provided with all legally-
19 required meal periods in compliance with California law due to Defendants' unlawful meal period
20 policies/practices. Due to Plaintiff's job duties, Plaintiff was often prevented from taking meal periods
21 that commenced before the end of the 5th hour of work and/or which were at least 30 minutes in length.

22 14. Defendants counter that they have always provided non-exempt employees with an
23 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
24 employee timekeeping records were solely the result of employee choice, rather than any policy or practice
25 of Defendants. Defendants also point out that they are only required to "provide" the opportunity to take
26 meal periods, not "ensure" meal periods are taken, and that they have always done so. Defendants contend
27 Plaintiff's meal period claim is not suited for class certification and individual inquiries would be required
28 to assess which employees took non-compliant meal periods, how many meal periods were non-compliant
or missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal

1 period during a particular shift.

2 15. Plaintiff alleges that she and other Settlement Class Members were not authorized and
3 permitted to take all required rest periods due to Defendants' rest period policies/practices which fail to
4 authorize and permit all rest periods for every four hours worked, *or major fraction thereof*. Specifically,
5 Plaintiff worked shifts in excess of 3.5 hours, but was not authorized or permitted to take a ten-minute paid
6 rest period for every four (4) hour period worked, *or major fraction thereof* as a result of the work demands
7 imposed by Defendants.

8 16. Defendants contend they have always maintained and enforced lawful rest period policies
9 and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
10 periods in compliance with California law. Defendants argue that Plaintiff's rest period claims are
11 inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement
12 Class member was in fact authorized and permitted to take a compliant rest period, which would devolve
13 into an unmanageable series of mini-trials.

14 17. Plaintiff further alleges that Defendants issued inaccurate wage statements in violation of
15 Labor Code § 226 as a result of the alleged unpaid wages and meal and rest period premium wages
16 described above. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because
17 the wage statements issued to Settlement Class Members did not include all hours worked and the rate at
18 which they were being paid.

19 18. Defendants argue that their alleged wage statement violations could not be shown to be
20 "knowing and intentional," and that Plaintiff cannot show that she or any other employee "suffer[ed]
21 injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
22 imposition of penalties.

23 19. Plaintiff alleges that Defendants are also liable for failing to pay sick pay and meal period
24 premiums at the regular rate. From the data produced, it appears Defendants paid 18,307 meal period
25 premiums during the relevant time. However, the meal period premiums were paid at the base rate of
26 pay and not at the regular rate of pay. Therefore, Defendants' liability is not extinguished because it
27 failed to meal period premiums at the correct regular rate of pay, which should have included non-
28 discretionary bonuses in the calculation. Further, Labor Code section 246(l) states that "... paid sick time
for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the

workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.” Here, Plaintiff alleges that Defendants failed to pay Plaintiff and other former non-exempt employees their sick pay in a manner that fully complies with Labor Code section 246(l) as the bonuses were not included in the rate of pay.

20. Defendants assert they paid meal period premiums and sick pay at the appropriate rate of pay. Defendants also argues that this claim is not suitable for class treatment because it would require individualized determinations.

21. Plaintiff alleges that Defendants are also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages upon separation of employment. Based on the data provided by Defendants, there were approximately 235 Settlement Class Members who have separated their employment with Defendants during the relevant time period who could be entitled to waiting time penalties.

22. Defendants assert they have strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff’s underlying claims, precluding imposition of penalties.

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

24. Defendants argue that Plaintiff’s PAGA claim will fail for the same reasons that her underlying claims will fail. Defendants also maintain that, given their good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendants liable for any of Plaintiff’s claims.

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

26. After agreeing to participate in early mediation, Defendants informally produced time records and payroll data for a 20% sampling of the putative class as well as its wage and hour policies and other relevant documents and information relevant to the claims alleged in advance of mediation.

1 Plaintiff conducted an analysis of the payroll data and time records produced by Defendants. After the
2 detailed review of the payroll and time records and other documents and policies produced by
3 Defendants, Class Counsel drew on their extensive experience in similar cases to assess the strengths
4 and weaknesses of Plaintiff's case.

5 27. On January 8, 2024, after extensive research and analysis, including a detailed analysis of
6 Defendants' potential exposure by Plaintiff, a full-day mediation was held with Lisa Klerman, a well-
7 respected wage and hour class action mediator. During mediation, the Parties vigorously debated their
8 opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the
9 claims and defenses, as well as the legal basis for the claims and defenses. Ultimately, the Parties agreed
10 in principle on a class-wide resolution. Thereafter, in the weeks that followed, the Parties signed the
11 Stipulation of Class Action and PAGA Settlement ("Settlement").

12 28. Plaintiff submitted the Stipulation of Settlement to the Court with her Motion for
13 Preliminary Approval on May 6, 2024. Lidman Decl., ¶ 28. On July 29, 2024, the Court signed an Order
14 Granting Preliminary Approval of the Settlement. A true and correct copy of the Order Granting
15 Preliminary Approval is attached hereto as **Exhibit A**.

16 29. The Settlement Class encompasses: All all current and former non-exempt, hourly
17 employees of Defendants Oldcastle APG, Inc. and Oldcastle APG West, Inc. who worked in California at
18 any time between April 17, 2019 and July 29, 2024.

19 30. After disbursement, Settlement Class Members will have 180 days to cash their checks.
20 See Settlement ¶ 5.E. Funds remaining unclaimed will be distributed to the California State Controller's
21 Office – Unclaimed Property Fund in the name of the Settlement Class Member.

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

24 32. My law firm and/or co-counsel's firm work on this case includes, but is not limited to:
25 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
26 Defendant's documents and policies, analyzing Settlement Class Members' timekeeping data and payroll
27 records, preparing for and attending mediation, negotiating and revising the long-form Settlement,
28 preparing this Motion, and otherwise litigating the case.

33. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over

two years without receiving any compensation to date. To date, my law firm and/or co-counsel firm, has incurred \$22,362.79 in actual costs and have devoted substantial time to this litigation and expect to incur approximately \$545.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of \$22,907.79. Attached hereto as **Exhibit B** is an Expense Summary reflecting these costs, which include but are not limited to: filing fees, messenger fees, service fees, copying costs, mediation fees, and postage.

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

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 would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm and/or co-counsel firm) attend the final approval hearing in this matter, my firm will have litigated this case for well over two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced a total of \$22,362.79 in actual costs and have devoted substantial time to this litigation and expect to incur approximately \$545.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of \$22,907.79 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.

36. In this case, Class Counsel have a lodestar of **\$172,317.50** which results in a multiplier of 1.95 times the \$336,336.33 fee request. The following is a general summary showing the number of

hours of work performed by each attorney and paralegal in my firm and/or co-counsel firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	\$900	72.2	\$64,980
Paul K. Haines (17th Year Attorney)	\$800	20.9	\$16,720
Milan Moore (7th Year Attorney)	\$650	134.7	\$87,555
Paralegals	\$175	17.5	\$3,062.50
Total Lodestar			\$172,317.50

37. My proposed hourly rate of \$900, Ms. Haines' proposed hourly rate of \$800, and Ms. Moore's proposed hourly rate of \$650 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 C**. Based on the *Laffey* Matrix, the hourly rate for a 25th year attorney is \$997, the hourly rate for a 17th year attorney is \$829, and the hourly rate for a 7th year attorney is \$508.

38. 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

1 of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716,
2 December 26, 2000) (33-13% of the settlement)

3 39. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the
4 common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No.
5 RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust*
6 *Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, *Los Angeles Sup. Ct.*, Nov. 19, 1990,
7 Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No.
8 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105
9 (53%); and *Rundberg v. Inrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-
10 56886 (40%).

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

18 41. Here, analyzing those factors weigh in favor of approving Plaintiff's requested service
19 award of \$7,500.00 because request is reasonable given Plaintiff's efforts in this case and the risks he
20 undertook on behalf of Settlement Class Members. The requested service award is intended to recognize
21 the time and effort that Plaintiff expended on behalf of the Settlement Class. Plaintiff provided substantial
22 factual information and documents to Class Counsel, attended multiple meetings with Class Counsel to
23 discuss the claims and theories at issue in the litigation, and was available during the mediation. Plaintiff
24 estimates she spent between 8-10 hours on activities related to this case.

25 42. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
26 Workforce Development Agency ("LWDA") via its website on May 6, 2024. A true and correct copy of
27 the proof of service is attached hereto as **Exhibit D**. On July 29, 2024, Plaintiff submitted a copy of the
28 Order granting preliminary approval on the LWDA via its website. A true and correct copy of the proof
of service is attached hereto as **Exhibit E**.

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

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

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

9 Executed on January 27, 2025, at El Segundo, California

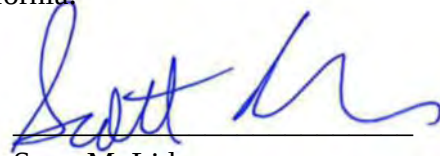
10
11 
12 Scott M. Lidman

EXHIBIT A

EXHIBIT A

AUG 01 2024

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Attorneys for Plaintiff
WILLIAM COLEMAN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LAKE**

WILLIAM COLEMAN, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

PROENERGY CRAFTS, INC., a Missouri
corporation; **EVAPTECH, INC.**, a Maryland
corporation; and **DOES 1 through 100**,
inclusive,

Defendants.

Case No.: CV423136

[Assigned for all purposes to the Hon. Michael
S. Lunas, Dept. 1]

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

Date: September 23, 2024
Time: 9:00 a.m.
Dept.: 1

FILED
SUPERIOR COURT
COUNTY OF LAKE

SEP 26 2024

Krista D. LeVier

BY Deputy Clerk

BY FAX

1 The Motion of Plaintiff Cristina Cordero ("Plaintiff") for Preliminary Approval of Class
2 Action Settlement ("Motion") came on regularly for hearing before this Court on September 23,
3 2024 at 9:00 a.m. in Department 1. The Court, having considered the proposed Stipulation of
4 Class Action and PAGA Settlement (the "Settlement"), attached as **Exhibit 2** to the Declaration
5 of Scott M. Lidman filed concurrently with the Motion; having considered Plaintiff's Motion,
6 Memorandum of Points and Authorities in support thereof, and supporting declarations filed
7 therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

15 All persons who worked for EvapTech through ProEnergy and/or American
16 Professional Staffing Solutions, LLC as non-exempt, hourly paid
17 employees in California at any time during the Class Period.

18 2. For purposes of this Settlement Agreement, the "Class Period" shall the period
19 from September 16, 2018, through the date in which the Court signs an order granting
20 Preliminary Approval of the Settlement.

21 3. For purposes of the Settlement, the Court designates named Plaintiff William
22 Coleman as Class Representative, and Scott M. Lidman and Milan Moore of Lidman Law, APC
23 and Paul K. Haines of Haines Law Group, APC as Class Counsel.

24 3. The Court designates Phoenix Settlement Administrators ("Phoenix") as the third-
25 party Settlement Administrator for mailing notices.

26 4. The Court approves, as to form and content, Court-approved Notice of Class
27 Action Settlement and Hearing Date for Final Court Approval attached to the Settlement as
28

1 **Exhibit A.**

2 5. The Court finds that the form of notice to the Settlement Class regarding the
3 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
4 members, constitutes the best notice practicable under the circumstances, and constitute valid,
5 due, and sufficient notice to all members of the Settlement Class. The form and method of giving
6 notice complies fully with the requirements of California Code of Civil Procedure section 382,
7 California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and
8 United States Constitutions, and other applicable law.

9 6. The Court further approves the procedures for Settlement Class members to opt
10 out of or object to the Settlement, as set forth in the Notice of Pendency of Class Action and
11 Proposed Settlement.

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

16 8. The Court directs the Settlement Administrator to mail the Notice of Pendency of
17 Class Action and Proposed Settlement and Notice of Individual Settlement Award to all of the
18 Class members in accordance with the terms of the Settlement.

19 9. The Class Notice shall provide at least 45 calendar days' notice for Settlement
20 Class members to dispute, opt out of, or object to, the Settlement.

21 10. The Final Fairness Hearing on the question of whether the Settlement should be
22 finally approved as fair, reasonable, and adequate is scheduled in Department 1 of this Court,
23 located at 255 N. Forbes Street, 4th Floor, Lakeport, California 95453 on 2-24,

24 ²⁰²⁵ ~~2024~~ at 9:00 a.m./~~pm~~

25 11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement
26 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
27 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's
28

1 application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to
2 Plaintiff, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties
3 under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

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

9 13. An implementation schedule is below:

Event	Date
Defendants to provide Class Data to Settlement Administrator	21 calendar days after the Court enters an order granting preliminary approval.
Settlement Administrator to mail Class Notices to Class Members	21 calendar days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	45 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing
Final Fairness Hearing:	<u>2-24</u> , 2024 <u>2025</u>

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

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

24 **IT IS SO ORDERED.**

25 Dated: 9-26, 2024


Honorable Michael S. Lunas
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
William Coleman v. ProEnergy Crafts, Inc. and Evaptech, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$15,000.00
Expert Expenses (for analysis for mediation)	\$3,360.00
Filing Fees	\$3,582.86
Service and Messenger Fees	\$264.53
Copying Costs	\$101.25
Postage Costs	\$54.15
Anticipated Costs for filing the Final Approval motion, filing final distribution declaration, service fees, copying and postage	\$545.00
TOTAL:	\$22,907.79

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 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
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT D

EXHIBIT D

AUG 01 2024

Krista D. LeVier

BY Melanie Smith
Deputy Clerk

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Attorneys for Plaintiff
WILLIAM COLEMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LAKE

WILLIAM COLEMAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PROENERGY CRAFTS, INC., a Missouri
corporation; EVAPTECH, INC., a Maryland
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CV423136

[Assigned for all purposes to the Hon. Michael S.
Lunas, Dept. 1]

**PROOF OF SERVICE THE LWDA RE: (1)
STIPULATION CLASS ACTION AND PAGA
SETTLEMENT AND (2) PLAINTIFF'S
NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Motion for Preliminary Approval Hearing

Date: September 23, 2024

Time: 9:00 a.m.

Dept.: 1

BY FAX

PROOF OF SERVICE

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

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

On July 31, 2024 I served the foregoing document(s) described as:

- 1. Stipulation of Class Action and PAGA Settlement**
- 2. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof**
- 3. Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement**
- 4. Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
- 5. Declaration of Paul K. Haines in Support of Motion for Preliminary Approval of Class Action Settlement**
- 6. Declaration of Plaintiff William Coleman in Support of Motion for Approval of Class Action Settlement**
- 7. Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in Support of Plaintiff's Motion for Preliminary Approval**
- 8. [Proposed] Order Granting Preliminary Approval of Class Action Settlement**

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

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

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-908291-22

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 31, 2024, at El Segundo, California.



Marlyn Ajanel

EXHIBIT E

EXHIBIT E

LIDMAN LAW, APC
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Attorneys for Plaintiff
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Attorneys for Plaintiff
WILLIAM COLEMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LAKE

WILLIAM COLEMAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

PROENERGY CRAFTS, INC., a Missouri
corporation; EVAPTECH, INC., a Maryland
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CV423136

[Assigned for all purposes to the Hon. Michael S.
Lunas, Dept. 1]

PROOF OF SERVICE THE LWDA

Motion for Preliminary Approval Hearing

Date: September 23, 2024

Time: 9:00 a.m.

Dept.: 1

PROOF OF SERVICE

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

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

On October 3, 2024 I served the foregoing document(s) described as:

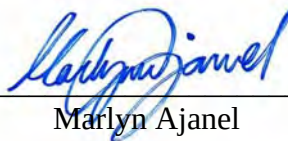
1. Order Granting Preliminary Approval of Class Action Settlement

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

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

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-908291-22

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 27, 2025, at El Segundo, California.



Marlyn Ajanel