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CARMINA VALDEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CARMINA VALDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 23STCV06358

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-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: June 23, 2025
Time: 10:30 a.m.
Dept: SSC-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 Carmina Valdez (“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
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
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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
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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 Plaintiff Jose Salcido 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 March 22, 2023, Plaintiff filed the instant putative class action complaint. That same
2 day, Plaintiff submitted a letter to the California Labor & Workforce Development Agency (“LWDA”)
3 and Advanced Imaging of her intention of filing a PAGA claim based on the Labor Code violations as
4 alleged in her operative complaint. After exhausting her administrative remedies, on June 1, 2023,
5 Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of action
6 for civil penalties under the PAGA. Therefore, Plaintiff’s primary claims/allegations are that
7 Advanced Imaging: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages
8 owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit all
9 legally required rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to
10 timely pay all wages upon termination; (7) engaged in unlawful business practices; and (8) is liable for
11 civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

12 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary
13 theories of liability are related to Defendant’s alleged failure to pay for all time worked and failure to
14 provide Settlement Class Members all legally compliant duty-free meal and rest periods. Specifically,
15 Plaintiff alleges that she and the Settlement Class Members were not fully compensated for all of their
16 time worked due to unlawful shaving of time worked and/or rounding such that they would not be fully
17 paid for all time worked. Plaintiff also alleges that this practice was not-even handed over time and
18 would almost exclusively benefit Advanced Imaging, and the employees were routinely underpaid for
19 their time worked.

20 12. Advanced Imaging contends that it compensated Settlement Class Members for all of
21 their time worked. Advanced Imaging also contends that its rounding practices were lawful, and any
22 unpaid time was *de minimis* and therefore non-compensable. Advanced Imaging further asserts that
23 Plaintiff would be unable to certify a rounding class given the individualized inquiries that would be
24 required, and also that Advanced Imaging’s rounding policy/mechanism was, according to it, neutral
25 on its face and in its application.

26 13. Plaintiff alleges that she and Settlement Class Members were not provided with all
27 legally-compliant first meal periods beginning before the end of the fifth hour of work. Based on a
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1 review of the timekeeping data, there was an approximate 16% violation rate, with the majority of the
2 violations being for late meal periods.

3 14. Advanced Imaging counters that it has always maintained a lawful meal period policy
4 and provided non-exempt employees with an opportunity to take legally compliant meal periods, and
5 any non-compliant meal periods reflected in employee timekeeping records were solely the result of
6 employee choice, rather than any policy or practice of Advanced Imaging. Advanced Imaging points
7 out that it is only required to “provide” the opportunity to take meal periods, not “ensure” meal periods
8 are taken, and that they have always done so. Finally, Advanced Imaging contends Plaintiff’s meal
9 period claim is not suited for class certification, since individual inquiries would be required to assess
10 which employees took non-compliant meal periods, how many meal periods were non-compliant or
11 missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal
12 period during a particular shift.

13 15. Plaintiff alleges that she and the Settlement Class Members were not authorized and
14 permitted to take all required rest periods due to Advanced Imaging’s rest period policies and practices
15 because Advanced Imaging failed to provide any rest periods on shifts worked in excess of 3.5 hours.
16 Thus, Plaintiff alleges the Settlement Class Members experienced at least one rest period violation on
17 every shift worked in excess of 3.5 hours.

18 16. Advanced Imaging contends that its policies and procedures authorized and permitted
19 Settlement Class Members to take all off-duty rest periods in compliance with California law.
20 Advanced Imaging also argues that Plaintiff’s rest period claim is inherently unsuited for class
21 treatment as it requires an individualized inquiry into whether each Settlement Class Member was in
22 fact authorized and permitted to take a compliant rest period, which would evolve into an
23 unmanageable series of mini-trials.

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

3 18. Advanced Imaging argues that its alleged wage statement violations could not be shown
4 to be “knowing and intentional,” and that Plaintiff cannot show that she or any other employee
5 “suffer[ed] injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e)
6 for imposition of penalties.

7 19. Plaintiff alleges that Advanced Imaging is also liable for waiting time penalties under
8 Labor Code section 203 as a result of its failure to timely pay all wages upon separation.

9 20. Advanced Imaging asserts it has strong defenses to the waiting time claim because there
10 exist good-faith disputes as to Plaintiff’s underlying claims, precluding imposition of penalties.

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

13 22. Since Plaintiff’s PAGA claim is a derivative claim based on the underlying claims,
14 Advanced Imaging argues that Plaintiff’s PAGA claim will fail for the same reasons that her underlying
15 claims will fail.

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

22 24. In advance of mediation, Advanced Imaging produced a sampling of timekeeping and
23 payroll data for the putative class, as well as its wage and hour policies and other relevant documents
24 and information relevant to the claims alleged. Advanced Imaging also provided sufficient information
25 for Plaintiff to calculate the necessary metrics, including without limitation, class size, number of
26 workweeks, and pay periods. After the detailed review of the documents and data produced by
27 Advanced Imaging, Class Counsel drew on their extensive experience in similar cases to assess the
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1 strengths and weaknesses of Plaintiff's case. This informal discovery allowed the parties to assess the
2 merits and value of Plaintiff's claims and Advanced Imaging's defenses thereto.

3 25. On June 4, 2024, a mediation was held with Mark LeHocky, Esq., a well-respected
4 wage and hour class action mediator. During mediation, the parties vigorously debated their opposing
5 legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims
6 and defenses. Ultimately, the Parties agreed on a class-wide resolution.

7 26. Plaintiff submitted the Class Action Settlement to the Court with her Motion for
8 Preliminary Approval on September 30, 2024. Lidman Decl., ¶ 26. On January 3, 2025, the court
9 issued its Preliminary Approval Checklist and requested supplemental briefing. On March 5, 2025,
10 Plaintiff submitted supplemental briefing addressing the issues identified by the court and an Amended
11 Class Action Settlement. On March 6, 2025, the Court signed an Order Granting Preliminary Approval
12 of the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting
13 Preliminary Approval.

14 27. The Settlement Class encompasses: all current and former non-exempt employees of
15 Defendant Advanced Imaging Center, Inc. in California between March 22, 2019 and November 15,
16 2024.

17 28. After disbursement, Settlement Class Members will have at least 180 days to cash their
18 checks. Funds remaining unclaimed will be distributed to the California State Controller's Office –
19 Unclaimed Property Fund in the name of the Settlement Class Member.

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

22 30. My law firm's and co-counsel's work on this case includes, but is not limited to:
23 conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing
24 Defendant's documents and policies, analyzing Settlement Class Members' timekeeping data and
25 payroll records, preparing for and attending mediation, negotiating and revising the long-form
26 Settlement Agreement, preparing the Motions for Preliminary and Final Approval, overseeing the
27 settlement administration process, communicating with Settlement Class Members, and otherwise
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1 litigating this case.

2 31. As discussed above, this case presented significant risk as to both class certification and
3 merits considerations. Accordingly, it is fair and reasonable to account for these risks in compensating
4 Class Counsel. Class Counsel should also be compensated for the risks involved in undertaking this
5 litigation and expending considerable effort, all while working on a pure contingency basis. Since
6 undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without
7 receiving any compensation for over one year. During this time, Class Counsel have expended a total
8 of \$15,227.62 in actual costs and have devoted substantial time to this litigation and expect to incur
9 approximately \$450.00 in future costs for filing the final declaration regarding distribution of
10 settlement, Case Anywhere fees, service and messenger fees, postage fees, and/or online fees to retrieve
11 conformed copies of documents. This includes total costs incurred by both law firms. Class Counsel
12 seek to be reimbursed a total of \$15,677.62 in litigation costs. A true and correct copy of my firm and
13 co-counsel's firm's costs is attached hereto as **Exhibit B**. Class Counsel's request is fair, adequate,
14 and reasonable, as all of these costs are documented and reasonably incurred.

15 32. My experience in matters similar to this one was integral in evaluating the strengths and
16 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
17 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
18 federal law, as well as the procedural law of class action litigation. This case involved legal issues
19 including questions surrounding Defendant's obligation to "provide" meal periods and "authorize and
20 permit" rest periods, and the propriety of statutory penalties, to name just a few.

21 33. Given the considerable potential for adverse outcomes in this case, including, but not
22 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
23 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also
24 other practical challenges. There was a real risk that my firm and co-counsel's firm would not be
25 compensated for our work, because our firms handled this matter on a purely contingent basis. Thus,
26 Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover
27 attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final
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approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over 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 \$15,227.62 (and anticipate incurring an additional \$450.00 in actual costs in connection with Case Anywhere fees, filing the motion for final approval and filing the final distribution declaration(s) and related tasks) for a total of \$15,677.62 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.

34. In this case, Class Counsel have a lodestar of \$129,337.00 which is 2.15 times more than the \$60,000.00 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (24th Year Attorney)	\$900	61.1	\$54,990.00
Paul K. Haines (15th Year Attorney)	\$800	20.6	\$16,480.00
Milan Moore (9th Year Attorney)	\$650	84.7	\$55,055.00
Paralegals	\$175	15.5	\$2,712.50
Total Lodestar			\$129,237.00

35. My proposed hourly rate of \$900, Mr. 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 and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 24rd year attorney is \$997, the hourly rate for a 16th year attorney is \$829, and the hourly rate for a 6th year attorney is \$508.

36. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*,

No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement)

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

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

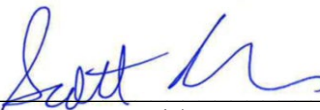
39. The requested service award to Plaintiff of \$7,500.00 is also reasonable. Plaintiff took on significant risks, including the risk that she could be liable for Advanced Imaging's costs if this case

1 was unsuccessful. Plaintiff also was integral in the prosecution of this action, by, among other things,
2 gathering documents for use in this lawsuit, providing factual information to my firm regarding his
3 claims, and working with Class Counsel on the to prepare for mediation and discuss the case, the merits,
4 the defenses, and the settlement reached. Further, Plaintiff put her future employment prospects at risk
5 by becoming a named Plaintiff in a representee action since the lawsuit is public record and may
6 become known to prospective employers when evaluating him for employment. Additionally, Plaintiff
7 agreed to a general release and a 1542 waiver.

8 40. Plaintiff submitted the Settlement, Amended Settlement, and the Court's Order
9 Granting Preliminary Approval of the Settlement to the LWDA via the LWDA's website on September
10 30, 2024, March 5, 2025 and March 18, 2025 respectively. True and correct copies of the proofs of
11 service are attached hereto as **Exhibits D-F, respectively**.

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

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct. Executed on May 28, 2025 at El Segundo, California.

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20 Scott M. Lidman
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EXHIBIT A

EXHIBIT A

Electronically Received 03/05/2025 12:02 PM

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Attorneys for Plaintiff
CARMINA VALDEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CARMINA VALDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 23STCV06358

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-1]*

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

Date: January 9, 2025
Time: 10:30 a.m.
Dept.: SSC-1

Action Filed: March 22, 2023
Trial Date: None Set

The Motion of Plaintiff Carmina Valdez (“Plaintiff”) for Preliminary Approval of Class Action Settlement will come on regularly for hearing before this Court on January 9, 2025 at 10:30 a.m. The Court, having considered the proposed Amended Class Action Settlement Agreement and Class Notice (the “Settlement”), attached as Exhibit A to the Supplemental Declaration of Milan Moore filed concurrently with the Motion; having considered Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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

All current and former non-exempt employees of Defendant Advanced Imaging Center, Inc. in California between March 22, 2019 and November 15, 2024.

3. For purposes of the Settlement, the Court designates named Plaintiff Carmina Valdez as Class Representative, and Scott M. Lidman and Milan Moore of Lidman Law, APC and Paul Haines of Haines Law Group, APC as Class Counsel.

4. The monetary terms of the Settlement are summarized below:

Settlement Sum (“S.S.”):	\$180,000.00
Minus Court-approved attorneys’ fees:	\$60,000.00
Minus Court-approved, verified costs (up to \$20,000.00):	\$20,000.00
Minus Court-approved Class Representative Service Award:	\$7,500.00
Minus Settlement Administration Costs:	\$7,250.00
Minus PAGA payment to the LWDA:	\$7,500.00
Net Settlement Amount (“NSA”):	\$77,750.00

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

4 6. The Court approves, as to form and content, the Notice of Class Action Settlement and
5 Hearing Date for Final Court Approval (“Class Notice”) and is attached to the Settlement as Exhibit A.

6 7. The Court finds that the form of notice to the Settlement Class regarding the pendency of
7 the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,
8 constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient
9 notice to all members of the Settlement Class. The form and method of giving notice complies fully
10 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
11 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
12 other applicable law.

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

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

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

21 11. The Class Notice shall provide at least 45 calendar days’ notice for members of the
22 Settlement Class to opt out of, or object to, the Settlement.

23 12. The Final Fairness Hearing on the question of whether the Settlement should be finally
24 approved as fair, reasonable, and adequate is scheduled in Department 1 of this Court, located at 312
25 North Spring Street, Los Angeles, California, 90012 on June 23, 2025 at 10:³⁰~~00~~ a.m.

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

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

14. 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, Plaintiff's service award, 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.

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15. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	7 calendar days after issuance of the preliminary approval order
Settlement Administrator to mail Notice Packets to Class Members	21 calendar days after issuance of preliminary approval order
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:	16 court days before FA Hearing
Final Fairness Hearing:	June 23, 2025 at 10:30 a.m.

16. 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.

17. 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.



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the judge's name.

Dated: 03/06/2025, 2025

Stuart M. Rice / Judge

Honorable Stuart M. Rice
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Carmina Valdez v. Advanced Imaging Center, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$10,770.00
Filing Fees	\$2,007.95
Service and Messenger Fees	\$209.25
Copying Costs	\$25.75
Postage Costs	\$51.37
Case Anywhere Fees through March 31, 2025	\$2,163.30
Anticipated Costs for court appearances, Case Anywhere fees for Class Counsel through June 30, 2025, service fees, copying and postage	\$450.00
TOTAL:	\$15,677.62

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 +
6/01/24- 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.

EXHIBIT D

EXHIBIT D

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Attorneys for Plaintiff
CARMINA VALDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CARMINA VALDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23STCV06358

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-1]*

**PROOF OF SERVICE ON THE LWDA RE:
PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Motion for Preliminary Approval of Settlement

Date: January 9, 2025

Time: 10:30 a.m.

Dept.: SSC-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 September 30, 2024, I served the foregoing document(s) described as:

- 1. Class Action Settlement Agreement**
- 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 Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
- 4. Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement**
- 5. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement**
- 6. Declaration of Plaintiff Carmina Valdez in Support of Approval of Class Action Settlement**
- 7. Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in Support of Motion for Preliminary Approval of Class Action Settlement**
- 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-943689-23

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

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1 Executed on September 30, 2024, at El Segundo, California.

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EXHIBIT E

EXHIBIT E

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Attorneys for Plaintiff
CARMINA VALDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CARMINA VALDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23STCV06358

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-I]*

**PROOF OF SERVICE ON LWDA RE:
PLAINTIFF'S SUPPLEMENTAL BRIEF IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

[illegible]

On March 5, 2025, I served the foregoing document(s) described as:

- 1. Plaintiff's Supplemental Brief in Support of Motion for Preliminary Approval of Class Action Settlement**
- 2. Supplemental Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
- 3. [Amended Proposed] Order Granting Preliminary Approval of Class Action Settlement**

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


Marlyn Ajanel

EXHIBIT F

EXHIBIT F

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Attorneys for Plaintiff
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CARMINA VALDEZ, as an individual and on
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Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a
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Defendants.

Case No.: 23STCV06358

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-1]*

PROOF OF SERVICE ON LWDA

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 March 18. 2025, 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>

☒ (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-943689-23

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 18. 2025, at El Segundo, California.



Marlyn Ajanel